

---

# 2024 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### **Deadline for Submission**

#### 9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than **12:00 PM** Richmond, VA Time On **March 14, 2024**

#### Tax Exempt Bonds

Applications must be received at Virginia Housing No Later Than 12:00 PM Richmond, VA Time for one of the two available 4% credit rounds- January 25, 2024 or July 18, 2024.



Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220-6500

## INSTRUCTIONS FOR THE VIRGINIA 2024 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

**An electronic copy of your completed application is a mandatory submission item.**

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 14, 2024**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only via your specific Procorem workcenter.**

There should be **distinct files** which should include the following:

1. Application For Reservation – the active Microsoft Excel workbook
2. A PDF file which includes the following:
  - Application For Reservation – Signed version of hardcopy
  - All application attachments (i.e. tab documents, excluding market study and plans & specs)
3. Market Study – PDF or Microsoft Word format
4. Plans - PDF or other readable electronic format
5. Specifications - PDF or other readable electronic format (may be combined into the same file as the plans if necessary)
6. Unit-By-Unit work write up (rehab only) - PDF or other readable electronic format
7. Developer Experience Documentation (PDF)

### **IMPORTANT:**

**Virginia Housing only accepts files via our work center sites on Procorem. Contact [TaxCreditApps@virginiahousing.com](mailto:TaxCreditApps@virginiahousing.com) for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.**

### Disclaimer:

Virginia Housing assumes no responsibility for any problems incurred in using this spreadsheet or for the accuracy of calculations. Check your application for correctness and completeness before submitting the application to Virginia Housing.

### Entering Data:

Enter numbers or text as appropriate in the blank spaces highlighted in yellow. Cells have been formatted as appropriate for the data expected. All other cells are protected and will not allow changes.

### **Please Note:**

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another. You may also use the drag function.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the application has been entered.
- ▶ Also note that some cells contain error messages such as “#DIV/0!” as you begin. These warnings will disappear as the numbers necessary for the calculation are entered.

### Assistance:

If you have any questions, please contact the Virginia Housing LIHTC Allocation Department. Please note that we cannot release the copy protection password.

### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861
Hadia Ali	<a href="mailto:hadia.ali@virginiahousing.com">hadia.ali@virginiahousing.com</a>	(804) 343-5873

## TABLE OF CONTENTS

Click on any tab label to be directed to location within the application.

TAB	DESCRIPTION
1. <a href="#">Submission Checklist</a>	Mandatory Items, Tabs and Descriptions
2. <a href="#">Development Information</a>	Development Name and Locality Information
3. <a href="#">Request Info</a>	Credit Request Type
4. <a href="#">Owner Information</a>	Owner Information and Developer Experience
5. <a href="#">Site and Seller Information</a>	Site Control, Identity of Interest and Seller info
6. <a href="#">Team Information</a>	Development Team Contact information
7. <a href="#">Rehabilitation Information</a>	Acquisition Credits and 10-Year Look Back Info
8. <a href="#">Non Profit</a>	Non Profit Involvement, Right of First Refusal
9. <a href="#">Structure</a>	Building Structure and Units Description
10. <a href="#">Utilities</a>	Utility Allowance
11. <a href="#">Enhancements</a>	Building Amenities above Minimum Design Requirements
12. <a href="#">Special Housing Needs</a>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <a href="#">Unit Details</a>	Set Aside Selection and Breakdown
14. <a href="#">Budget</a>	Operating Expenses
15. <a href="#">Project Schedule</a>	Actual or Anticipated Development Schedule
16. <a href="#">Hard Costs</a>	Development Budget: Contractor Costs
17. <a href="#">Owner's Costs</a>	Development Budget: Owner's Costs, Developer Fee, Cost Limits
18. <a href="#">Eligible Basis</a>	Eligible Basis Calculation
19. <a href="#">Sources of Funds</a>	Construction, Permanent, Grants and Subsidized Funding Sources
20. <a href="#">Equity</a>	Equity and Syndication Information
20. <a href="#">Gap Calculation</a>	Credit Reservation Amount Needed
21. <a href="#">Cash Flow</a>	Cash Flow Calculation
22. <a href="#">BINs</a>	BIN by BIN Eligible Basis
24. <a href="#">Owner Statement</a>	Owner Certifications
25. <a href="#">Architect's Statement</a>	Architect's agreement with proposed deal
26. <a href="#">Scoresheet</a>	Self Scoresheet Calculation
27. <a href="#">Development Summary</a>	Summary of Key Application Points
28. <a href="#">Efficient Use of Resources (EUR)</a>	Calculates Points for Efficient use of Resources
29. <a href="#">Mixed Use - Cost Distribution</a>	For Mixed Use Applications only - indicates how costs are distributed across the different construction activities

## 2024 Low-Income Housing Tax Credit Application For Reservation

Please indicate if the following items are included with your application by putting an 'X' in the appropriate boxes. Your assistance in organizing the submission in the following order, and actually using tabs to mark them as shown, will facilitate review of your application. Please note that all mandatory items must be included for the application to be processed. The inclusion of other items may increase the number of points for which you are eligible under Virginia Housing's point system of ranking applications, and may assist Virginia Housing in its determination of the appropriate amount of credits that may be reserved for the development.

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b> - Invoice information will be provided in your Procorem Workcenter  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Scanned Copy of the <b>Signed</b> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>                  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>                                     |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative <b>(MANDATORY if Rehab)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests <b>(MANDATORY)</b> |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) <b>(MANDATORY)</b>               |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>   |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:  |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status   |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)   |
| <input checked="" type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY if Rehab)</b>  |
|                                     | Tab K: Documentation of Development Location:  |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification  |
| <input checked="" type="checkbox"/> | K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template   |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter   |
| <input type="checkbox"/>            | Tab M: <i>(left intentionally blank)</i>   |
| <input type="checkbox"/>            | Tab N: Homeownership Plan  |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter  |
| <input type="checkbox"/>            | Tab P: Zero Energy or Passive House documentation for prior allocation by this developer   |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property  |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Utility Allowance Calculation  |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being MOU   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation   |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form  |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504  |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds  |
| <input type="checkbox"/>            | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation  |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development   |
| <input type="checkbox"/>            | Tab AB: Social Disadvantage Certification  |

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/14/2024

1. Development Name: Emporia Rail Depot Townhomes

2. Address (line 1): 307 Reese Street  
 Address (line 2):  
 City: Emporia State: VA Zip: 23847

3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 00.00000 Latitude: 00.00000  
 (Only necessary if street address or street intersections are not available.)

4. The Circuit Court Clerk's office in which the deed to the development is or will be recorded:  
 City/County of Emporia City

5. The site overlaps one or more jurisdictional boundaries..... FALSE  
 If true, what other City/County is the site located in besides response to #4?.....

6. Development is located in the census tract of: 515958901.00

7. Development is located in a Qualified Census Tract..... FALSE *Note regarding DDA and QCT*

8. Development is located in a Difficult Development Area..... FALSE

9. Development is located in a Revitalization Area based on QCT ..... FALSE

10. Development is located in a Revitalization Area designated by resolution ..... TRUE

11. Development is located in an Opportunity Zone (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, Action: Provide required form in TAB K1)

12. Development is located in a census tract with a household poverty rate of.....	3%	10%	12%
	FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 4  
 Planning District: 19  
 State Senate District: 18  
 State House District: 75

14. Development Description: In the space provided below, give a brief description of the proposed development

Emporia Rail Depot Housing has an allocation of LIHTCs from 2023 and this is a request for an additional 10% allocation. Emporia Rail Depot Townhomes is a new construction development including 52 units configured in 13 townhome style buildings with an additional Community Building. The buildings feature one and three-bedroom apartments with energy efficiency and accessibility features. The project will be a co-development between Southside Community Development & Housing Corporation and Canterbury Development Group. The Town of Emporia will donate the parcel of land to develop the project.

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/14/2024

15. Local Needs and Support

- a. Provide the name and the address of the chief executive officer (City Manager, Town Manager, or County Administrator of the political jurisdiction in which the development will be located:

Chief Executive Officer's Name: William Johnson  
 Chief Executive Officer's Title: City Manager Phone: (434) 634-3332  
 Street Address: 201 South Main Street, PO Box 511  
 City: Emporia State: VA Zip: 23847

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Matthew Culbreath, Director of Planning & Zoning

- b. If the development overlaps another jurisdiction, please fill in the following:

Chief Executive Officer's Name: \_\_\_\_\_  
 Chief Executive Officer's Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name and title of local official you have discussed this project with who could answer questions for the local CEO: \_\_\_\_\_

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

a. If requesting 9% Credits, select credit pool:

Balance of State Pool

or

b. If requesting Tax Exempt Bond credits, select development type:

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

ACTION: Provide Inducement Resolution at TAB Y (if available)

2. Type(s) of Allocation/Allocation Year

Carryforward Allocation

Definitions of types:

a. Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2024.

b. Carryforward Allocation means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2024, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2024 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

New Construction

Note regarding Type = Acquisition and Rehabilitation: Even if you acquired a building this year and "placed it in service" for the purpose of the acquisition credit, you cannot receive its acquisition 8609 form until the rehab 8609 is issued for that building.

4. Is this an additional allocation for a development that has buildings not yet placed in service? ..... TRUE

If True, additional Credit Request cannot exceed 10% of the prior credit award.

5. Planned Combined 9% and 4% Developments

a. A site plan has been submitted with this application indicating two developments on the same or contiguous site. One development relates to this 9% allocation request and the remaining development will be a 4% tax exempt bond application. FALSE

If true, provide name of companion development: [Redacted]

a. Has the developer met with Virginia Housing regarding the 4% tax exempt bond deal? FALSE

b. List below the number of units planned for each allocation request. This stated split of units cannot be changed or 9% Credits will be cancelled.

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

% of units in 4% Tax Exempt Allocation Request: 0.00%

6. Extended Use Restriction

Note: Each recipient of an allocation of credits will be required to record an Extended Use Agreement as required by the IRC governing the use of the development for low-income housing for at least 30 years. Applicant waives the right to pursue a Qualified Contract.

Must Select One: 30

Definition of selection:

Development will be subject to the standard extended use agreement of 15 extended use period (after the mandatory 15-year compliance period.)

7. Virginia Housing would like to encourage the efficiency of electronic payments. Indicate if developer commits to submitting any payments due the Authority, including reservation fees and monitoring fees, by electronic payment. TRUE

In 2023, Virginia Housing began using a new Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.

**C. OWNERSHIP INFORMATION**

NOTE: Virginia Housing may allocate credits only to the tax-paying entity which owns the development at the time of the allocation. The term "Owner" herein refers to that entity. Please fill in the legal name of the owner. The ownership entity must be formed prior to submitting this application. Any transfer, direct or indirect, of partnership interests (except those involving the admission of limited partners) prior to the placed-in-service date of the proposed development shall be prohibited, unless the transfer is consented to by Virginia Housing in its sole discretion. **IMPORTANT: The Owner name listed on this page must exactly match the owner name listed on the Virginia State Corporation Commission Certification.**

**1. Owner Information:**

*Must be an individual or legally formed entity.*

a. Owner Name: Emporia Rail Depot Townhomes LLC

Developer Name: Canterbury Development Group

Contact: M/M ▶ Mr. First: Gerald MI:            Last: Burr

Address: 501 Commerce Rd

City: Richmond St. ▶ VA Zip: 23224

Phone: (804) 530-2109 Ext.            Fax:           

Email address: juior@cbury.net

Federal I.D. No. 933572490 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ Limited Liability Company Formation State: ▶ VA

Additional Contact: Please Provide Name, Email and Phone number.

Robert Franklin, Rfranklin@scdhc.com, (804) 231-4449

- ACTION:**
- a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**
  - b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**
  - c. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
  - d. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. **(Mandatory at TABS A/D)**

b. TRUE Indicate if at least one principal listed within Org Chart with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual.

**ACTION:** If true, provide Socially Disadvantaged Certification **(TAB AB)**

**2. Developer Experience:**

*May select one or more of the following choices:*

TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.  
**Action:** Provide one 8609 from qualifying development.

FALSE b. The development has an experienced sponsor (as defined in the manual) that has placed at least three (3) LIHTC developments in service in any state within the past 6 years (in addition to any development provided to qualify for option d. above)  
**Action:** Provide one 8609 from each qualifying development.

FALSE c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.  
**Action:** Provide documentation as stated in the manual.



**D. SITE CONTROL**

**NOTE:** Site control by the Owner identified herein is a mandatory precondition of review of this application. Documentary evidence in the form of either a deed, option, purchase contract or lease for a term longer than the period of time the property will be subject to occupancy restrictions must be included herewith. (For 9% Competitive Credits - An option or contract must extend beyond the application deadline by a minimum of four months.)

**Warning:** Site control by an entity other than the Owner, even if it is a closely related party, is not sufficient. Anticipated future transfers to the Owner are not sufficient. The Owner, as identified previously, must have site control at the time this Application is submitted.

**NOTE:** If the Owner receives a reservation of credits, the property must be titled in the name of or leased by (pursuant to a long-term lease) the Owner before the allocation of credits is made.

Contact Virginia Housing before submitting this application if there are any questions about this requirement.

**1. Type of Site Control by Owner:**

Applicant controls site by (select one):

Select Type:  Purchase Contract

Expiration Date: 12/1/2025

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by Virginia Housing. See QAP for further details.

**ACTION:** Provide documentation and most recent real estate tax assessment - **Mandatory TAB E**

FALSE ..... There is more than one site for development and more than one form of site control.

(If **True**, provide documentation for each site specifying number of existing buildings on the site (if any), type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site (**Tab E**.)

**2. Timing of Acquisition by Owner:**

Only one of the following statement should be True.

- a.  FALSE ..... Owner already controls site by either deed or long-term lease.
- b.  TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/1/2025 .
- c.  FALSE ..... There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**.)

**D. SITE CONTROL**

**3. Seller Information:**

Name: City of Emporia

Address: 201 South Main Street, PO Box 511

City: Emporia St.: VA Zip: 23847

Contact Person: William Johnson Phone: (434) 634-3332

There is an identity of interest between the seller and the owner/applicant..... FALSE

If above statement is **TRUE**, complete the following:

Principal(s) involved (e.g. general partners, controlling shareholders, etc.)

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

- Indicate Diversity, Equity and Inclusion (DEI) Designation if this team member is SWAM or Service Disabled Veteran as defined in manual.

**ACTION:** Provide copy of certification from Commonwealth of Virginia, if applicable - **TAB Z**

1. Tax Attorney:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
2. Tax Accountant:	Michael Vicars	This is a Related Entity.	FALSE
Firm Name:	Dooley & Vicars	DEI Designation?	FALSE
Address:	1100 Boulders Parkway, Suite 600, North Chesterfield, VA 23225		
Email:	mike@dvcpas.com	Phone:	(804) 355-2808
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Matt Hacker	This is a Related Entity.	FALSE
Firm Name:	The Franklin Johnson Group	DEI Designation?	FALSE
Address:	300 32nd Street, Suite 310, Virginia Beach, VA 23451		
Email:	mhacker@tfjgroup.com	Phone:	(757) 962-2537
5. Contractor:	Gerald Burr, Jr.	This is a Related Entity.	TRUE
Firm Name:	Canterbury Enterprises	DEI Designation?	TRUE
Address:	501 Commerce Road, Richmond, VA 23224		
Email:	junior@cbury.net	Phone:	(804)530-2109
6. Architect:	Sarah McInerney	This is a Related Entity.	FALSE
Firm Name:	Walter Parks	DEI Designation?	FALSE
Address:	313 N. Adams Street, Richmond, VA 23220		
Email:	sarah@wparks.com	Phone:	(804)644-4671
7. Real Estate Attorney:	Peter Henderer	This is a Related Entity.	FALSE
Firm Name:	McCandlish Holton	DEI Designation?	FALSE
Address:	1111 E. Main St., Suit 2100, Richmond, VA 23219		
Email:	phenderer@lawmh.com	Phone:	(804) 775-3833
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

a. Credits are being requested for existing buildings being acquired for development..... FALSE

Action: If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by Unit Matrix and Appraisal.

b. This development has received a previous allocation of credits..... FALSE
If so, when was the most recent year that this development received credits? .... 0

c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... FALSE

d. This development is an existing RD or HUD S8/236 development..... FALSE
Action: (If True, provide required form in TAB Q)

Note: If there is an identity of interest between the applicant and the seller in this proposal, and the applicant is seeking points in this category, then the applicant must either waive their rights to the developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement from Virginia Housing prior to application submission to receive these points.

i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... FALSE

ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... FALSE

2. Ten-Year Rule For Acquisition Credits

a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/ \$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... FALSE

b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... FALSE

i Subsection (I)..... FALSE

ii. Subsection (II)..... FALSE

iii. Subsection (III)..... FALSE

iv. Subsection (IV)..... FALSE

v. Subsection (V)..... FALSE

c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... FALSE

d. There are different circumstances for different buildings..... FALSE
Action: (If True, provide an explanation for each building in Tab K)

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

- a. Credits are being requested for rehabilitation expenditures..... **FALSE**
- b. **Minimum Expenditure Requirements**
  - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **FALSE**
  - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
  - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
  - iv. There are different circumstances for different buildings..... **FALSE**  
**Action:** (If True, provide an explanation for each building in Tab K)

**G. NONPROFIT INVOLVEMENT**

**Applications for 9% Credits** - Section 1 must be completed in order to compete in the Non Profit tax credit pool.

**All Applicants** - Section 2 must be completed to obtain points for nonprofit involvement.

**1. Tax Credit Nonprofit Pool Applicants:** To qualify for the nonprofit pool, an organization (described in IRC Section 501(c)(3) or 501(c)(4) and exempt from taxation under IRC Section 501(a)) should answer the following questions as TRUE:

- FALSE a. Be authorized to do business in Virginia.
- FALSE b. Be substantially based or active in the community of the development.
- FALSE c. Materially participate in the development and operation of the development throughout the compliance period (i.e., regular, continuous and substantial involvement) in the operation of the development throughout the Compliance Period.
- FALSE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
- FALSE e. Not be affiliated with or controlled by a for-profit organization.
- FALSE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
- FALSE g. Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity.

**2. All Applicants:** To qualify for points under the ranking system, the nonprofit's involvement need not necessarily satisfy all of the requirements for participation in the nonprofit tax credit pool.

**A. Nonprofit Involvement (All Applicants)**

There is nonprofit involvement in this development..... TRUE (If false, skip to #3.)

**Action:** If there is nonprofit involvement, provide completed Non Profit Questionnaire (**Mandatory TAB I**).

**B. Type of involvement:**

Nonprofit meets eligibility requirement for points only, not pool..... TRUE

or

Nonprofit meets eligibility requirements for nonprofit pool and points..... FALSE

**C. Identity of Nonprofit (All nonprofit applicants):**

The nonprofit organization involved in this development is: ▶ Other

Name: Southside Community Development and Housing Corp.

Contact Person: Dianna Bowser

Street Address: 1624 Hull Street

City: Richmond State: ▶ VA Zip: 23224

Phone: (804) 231-4449 Contact Email: dianna@scdhc.com

G. NONPROFIT INVOLVEMENT

D. Percentage of Nonprofit Ownership (All nonprofit applicants):

Specify the nonprofit entity's percentage ownership of the general partnership interest: 49.0%

3. Nonprofit/Local Housing Authority Purchase Option/Right of First Refusal

A. TRUE After the mandatory 15-year compliance period, a qualified nonprofit or local housing authority will have the option to purchase or the right of first refusal to acquire the development for a price not to exceed the outstanding debt and exit taxes. Such debt must be limited to the original mortgage(s) unless any refinancing is approved by the nonprofit. See manual for more specifics.

Action: Provide Option or Right of First Refusal in recordable form using Virginia Housing's template. (TAB V) Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: Southside Community Development and Housing Corp.

or indicate true if Local Housing Authority..... FALSE

Name of Local Housing Authority

B. FALSE A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.

Action: Provide Homeownership Plan (TAB N) and contact Virginia Housing for a Pre-Application M

NOTE: Applicant is required to waive the right to pursue a Qualified Contract.

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	52	bedrooms	136
Total number of <b>rental</b> units in development	52	bedrooms	136
Number of low-income rental units	52	bedrooms	136
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	52	bedrooms	136
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		76,565.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		0.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		76,565.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....		100.00%	
i. Exact area of site in acres .....	4.420		
j. Locality has approved a final site plan or plan of development.....		FALSE	
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....		FALSE	

**Definition:**

The structure is historic, by virtue of being listed individually in the National Register of Historic Places, or due to its location in a registered historic district and certified by the Secretary of the Interior as being of historical significance to the district, and the rehabilitation will be completed in such a manner as to be eligible for historic rehabilitation tax credits.



**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

a. Specify the **average size and number per unit type** (as indicated in the Architect's Certification):

Note: Average sq foot should include the prorata of common space.

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	905.21	SF	10	10
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	1607.45	SF	42	42
2+ Story 4BR Townhouse	0.00	SF	0	0
			52	52

Note: Please be sure to enter the values in the appropriate unit category. If not, errors will occur on the self scoresheet.

**3. Structures**

- a. Number of Buildings (containing rental units)..... 13
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 2
  
- d. The development is a scattered site development..... FALSE
  
- e. Commercial Area Intended Use: \_\_\_\_\_
  
- f. Development consists primarily of : (Only One Option Below Can Be True)
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE
  
- g. Indicate **True** for all development's structural features that apply:
 

i. Row House/Townhouse	<u>TRUE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>FALSE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>FALSE</u>
iv. Crawl space	<u>FALSE</u>		
  
- h. Development contains an elevator(s). FALSE
  - If true, # of Elevators. 0
  - Elevator Type (if known) \_\_\_\_\_

**H. STRUCTURE AND UNITS INFORMATION**

- i. Roof Type ▶ Combination
- j. Construction Type ▶ Frame
- k. Primary Exterior Finish ▶ Combination

**4. Site Amenities (indicate all proposed)**

- |                              |              |                         |              |
|------------------------------|--------------|-------------------------|--------------|
| a. Business Center.....      | <u>FALSE</u> | f. Limited Access.....  | <u>FALSE</u> |
| b. Covered Parking.....      | <u>FALSE</u> | g. Playground.....      | <u>FALSE</u> |
| c. Exercise Room.....        | <u>FALSE</u> | h. Pool.....            | <u>FALSE</u> |
| d. Gated access to Site..... | <u>FALSE</u> | i. Rental Office.....   | <u>FALSE</u> |
| e. Laundry facilities.....   | <u>FALSE</u> | j. Sports Activity Ct.. | <u>FALSE</u> |
|                              |              | k. Other:               |              |

l. Describe Community Facilities: Community Room and Rental Office

m. Number of Proposed Parking Spaces 99  
 Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. TRUE

If **True**, Provide required documentation (**TAB K2**).

**5. Plans and Specifications**

**a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):**

- i. A location map with development clearly defined.
- ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
- iii. Sketch plans of all building(s) reflecting overall dimensions of:
  - a. Typical floor plan(s) showing apartment types and placement
  - b. Ground floor plan(s) showing common areas
  - c. Sketch floor plan(s) of typical dwelling unit(s)
  - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.

b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.

- i. Phase I environmental assessment.
- ii. Physical needs assessment for any rehab only development.

**NOTE:** All developments must meet Virginia Housing's **Minimum Design and Construction Requirements**. By signing and submitting the Application for Reservation of LIHTC, the applicant certifies that the proposed project budget, plans & specifications and work write-ups incorporate all necessary elements to fulfill these requirements.

**J. ENHANCEMENTS**

Each development must meet the following baseline energy performance standard applicable to the development's construction category.

- a. **New Construction:** must obtain EnergyStar certification.
- b. **Rehabilitation:** renovation must result in at least a 30% performance increase or score an 80 or lower on the HERS Index.
- c. **Adaptive Reuse:** must score a 95 or lower on the HERS Index.

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater. The HERS report should be completed for the whole development and not an individual unit.

Indicate **True** for the following items that apply to the proposed development:

**ACTION:** Provide RESNET rater certification of Development Plans (**TAB F**)

**ACTION:** Provide Internet Safety Plan and Resident Information Form (**Tab W**) if corresponding options selected below.

**REQUIRED:****1. For any development, upon completion of construction/rehabilitation:**

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.  |
| 40.00% | b1. Percentage of brick covering the exterior walls.   |
| 60.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| TRUE   | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| FALSE  | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|        | f. <i>Not applicable for 2024 Cycles</i>   |
| FALSE  | g. Each unit is provided free individual broadband/high speed internet access.   |
| or     | <i>(both access point categories have a minimum upload/download speed per manual.)</i>   |
| FALSE  | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or     |  |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| FALSE  | k. Cooking surfaces are equipped with fire prevention features as defined in the manual  |
| or     |  |
| TRUE   | l. Cooking surfaces are equipped with fire suppression features as defined in the manual   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
| or     |  |
| FALSE  | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| FALSE  | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| 0%     | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants) - Provide documentation at <b>Tab F</b> .              |

**J. ENHANCEMENTS**

- TRUE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

**For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:**

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

**2. Green Certification**

- a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

- |                                |   |                                |  |
|--------------------------------|---|--------------------------------|--|
| <input type="checkbox"/> TRUE  | Earthcraft Gold or higher certification | <input type="checkbox"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | LEED Certification                      | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification                           |

If Green Certification is selected, no points will be awarded for d. Watersense Bathroom fixtures above.

**Action:** If seeking any points associated Green certification, provide appropriate documentation at **TAB F**.

- b. Applicant will pursue one of the following certifications to be awarded points on a future development application. (Failure to reach this goal will not result in a penalty.)

- |                               |                                     |                                |                         |
|-------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> TRUE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|-------------------------------|-------------------------------------|--------------------------------|-------------------------|
- FALSE Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at **Tab P**. See Manual for details and requirements.

**3. Universal Design - Units Meeting Universal Design Standards (units must be shown on Plans)**


- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.

- 26 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

50% of Total Rental Units

- 4.  FALSE Market-rate units' amenities are substantially equivalent to those of the low income units.

If not, please explain:



**Architect of Record initial here that the above information is accurate per certification statement within this application.**

**I. UTILITIES**

1. Utilities Types:

- a. Heating Type Heat Pump
- b. Cooking Type Electric
- c. AC Type Central Air
- d. Hot Water Type Electric

2. Indicate True if the following services will be included in Rent:

- |                     |              |                |              |
|---------------------|--------------|----------------|--------------|
| Water?              | <u>FALSE</u> | Heat?          | <u>FALSE</u> |
| Hot Water?          | <u>FALSE</u> | AC?            | <u>FALSE</u> |
| Lighting/ Electric? | <u>FALSE</u> | Sewer?         | <u>FALSE</u> |
| Cooking?            | <u>FALSE</u> | Trash Removal? | <u>TRUE</u>  |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	14	0	20	0
Air Conditioning	0	6	0	9	0
Cooking	0	5	0	8	0
Lighting	0	22	0	31	0
Hot Water	0	13	0	18	0
Water	0	32	0	61	0
Sewer	0	50	0	75	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$142	\$0	\$222	\$0

3. The following sources were used for Utility Allowance Calculation (Provide documentation **TAB R**).

- a. FALSE HUD
- b. FALSE Utility Company (Estimate)
- c. FALSE Utility Company (Actual Survey)
- d. FALSE Local PHA
- e. TRUE Other: Viridiant

**Warning:** The Virginia Housing housing choice voucher program utility schedule shown on VirginiaHousing.com should not be used unless directed to do so by the local housing authority.

**K. SPECIAL HOUSING NEEDS**

**NOTE:** Any Applicant commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.

1. **Accessibility:** Indicate **True** for the following point categories, as appropriate.

**Action:** Provide appropriate documentation (**Tab X**)

**FALSE**

a. Any development in which (i) the greater of 5 units or 10% of total units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

(iii) above must include roll-in showers, roll under sinks and front control ranges, unless agreed to by the Authority prior to the applicant's submission of its application.


Documentation from source of assistance must be provided with the application.

**Note:** Subsidies may apply to any units, not only those built to satisfy Section 504.

**TRUE**

b. Any development in which ten percent (10%) of the total units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

**For items a or b, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.**

 **Architect of Record initial here that the above information is accurate per certification statement within this application.**

2. **Special Housing Needs/Leasing Preference:**

a. If not general population, select applicable special population:

**FALSE** Elderly (as defined by the United States Fair Housing Act.)

**FALSE** Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only

**FALSE** Supportive Housing (as described in the Tax Credit Manual)

**FALSE** If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?

**Action:** Provide Permanent Supportive Housing Certification (**Tab S**)

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed..... FALSE
(If True, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties.)

Action: Provide Relocation Plan, Budget and Unit Delivery Schedule (Mandatory if tenants are displaced - Tab J)

3. Leasing Preferences

a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: Yes

Organization which holds waiting list: Emporia Redevelopment and Housing Authority

Contact person: William E. Johnson

Title: City Manager

Phone Number: (434) 634-3332

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... TRUE
(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 42
% of total Low Income Units 81%

NOTE: Development must utilize a Virginia Housing Certified Management Agent. Proof of management certification must be provided before 8609s are issued.

Download Current CMA List from VirginiaHousing.com

Action: Provide documentation of tenant disclosure regarding Virginia Housing Rental Education (Mandatory - Tab U)

4. Target Population Leasing Preference

Unless prohibited by an applicable federal subsidy program, each applicant shall commit to provide a leasing preference to individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the total units in the development at any given time. The applicant may not impose tenant selection criteria or leasing terms with respect to individuals receiving this preference that are more restrictive than the applicant's tenant selection criteria or leasing terms applicable to prospective tenants in the development that do not receive this preference, the eligibility criteria for the rental assistance from the Commonwealth, or any eligibility criteria contained in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.

Primary Contact for Target Population leasing preference. The agency will contact as needed.

First Name: Gerald "Junior"

Last Name: Burr

Phone Number: (804) 530-2109 Email: jburr@cbury.net

**K. SPECIAL HOUSING NEEDS**

**5. Resident Well-Being (as defined in the manual)**

**Action:** Provide appropriate documentation for any selection below (**Tab S**)

- FALSE a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services.
- FALSE b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- TRUE c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

**6. Rental Assistance**

a. Some of the low-income units do or will receive rental assistance..... FALSE

b. Indicate True if rental assistance will be available from the following

- FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.
- FALSE Section 8 New Construction Substantial Rehabilitation
- FALSE Section 8 Moderate Rehabilitation
- FALSE Section 811 Certificates
- FALSE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers  
\*Administering Organization: \_\_\_\_\_
- FALSE State Assistance  
\*Administering Organization: \_\_\_\_\_
- FALSE Other: \_\_\_\_\_

c. The Project Based vouchers above are applicable to the 30% units seeking points.

FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

d. Number of units receiving assistance: 0

How many years in rental assistance contract? \_\_\_\_\_

Expiration date of contract: \_\_\_\_\_

There is an Option to Renew..... FALSE

**Action:** Contract or other agreement provided (**TAB Q**).

**7. Public Housing Revitalization**

Is this development replacing or revitalizing Public Housing Units? FALSE

If so, how many existing Public Housing units? 0



**L. UNIT DETAILS**

**1. Set-Aside Election:**

**UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY**

Note: In order to qualify for any tax credits, a development must meet one of three minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test), (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent- and income-restricted units are known as low-income units. If you have more low-income units than required, you qualify for more credits. If you serve lower incomes than required, you receive more points under the ranking system.

**a. Units Provided Per Household Type:**

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
52	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
52	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
6	11.54%	40% Area Median
20	38.46%	50% Area Median
26	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
52	100.00%	<b>Total</b>

b. Indicate that you are electing to receive points for the following deeper targets shown in the chart above and those targets will be reflected in the set-aside requirements within the Extended Use Agreement.


20-30% Levels  FALSE      40% Levels  TRUE      50% levels  TRUE

c. The development plans to utilize average income testing.....  FALSE

**2. Unit Mix Grid**

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

In the following grid, add a row for each unique unit type planned within the development. Enter the appropriate data for both tax credit and market rate units.

 Architect of Record initial here that the information below is accurate per certification statement within this application.

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	2	2	759.00	\$387.00	\$774
Mix 2	1 BR - 1 Bath	50% AMI	3	1	759.00	\$521.00	\$1,563
Mix 3	1 BR - 1 Bath	60% AMI	5		844.00	\$654.00	\$3,270
Mix 4	3 BR - 2 Bath	40% AMI	4	3	1519.00	\$514.00	\$2,056
Mix 5	3 BR - 2 Bath	50% AMI	9		1519.00	\$699.00	\$6,291
Mix 6	3 BR - 2 Bath	50% AMI	8		1379.00	\$699.00	\$5,592
Mix 7	3 BR - 2 Bath	60% AMI	5		1379.00	\$885.00	\$4,425
Mix 8	3 BR - 2 Bath	60% AMI	8		1422.00	\$885.00	\$7,080
Mix 9	3 BR - 2 Bath	60% AMI	8		1341.00	\$885.00	\$7,080

L. UNIT DETAILS

Mix 10									\$0
Mix 11									\$0
Mix 12									\$0
Mix 13									\$0
Mix 14									\$0
Mix 15									\$0
Mix 16									\$0
Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
Mix 29									\$0
Mix 30									\$0
Mix 31									\$0
Mix 32									\$0
Mix 33									\$0
Mix 34									\$0
Mix 35									\$0
Mix 36									\$0
Mix 37									\$0
Mix 38									\$0
Mix 39									\$0
Mix 40									\$0
Mix 41									\$0
Mix 42									\$0
Mix 43									\$0
Mix 44									\$0
Mix 45									\$0
Mix 46									\$0
Mix 47									\$0
Mix 48									\$0
Mix 49									\$0
Mix 50									\$0
Mix 51									\$0
Mix 52									\$0
Mix 53									\$0
Mix 54									\$0
Mix 55									\$0
Mix 56									\$0
Mix 57									\$0
Mix 58									\$0
Mix 59									\$0
Mix 60									\$0
Mix 61									\$0
Mix 62									\$0
Mix 63									\$0
Mix 64									\$0
Mix 65									\$0
Mix 66									\$0

**L. UNIT DETAILS**

Mix 67								\$0
Mix 68								\$0
Mix 69								\$0
Mix 70								\$0
Mix 71								\$0
Mix 72								\$0
Mix 73								\$0
Mix 74								\$0
Mix 75								\$0
Mix 76								\$0
Mix 77								\$0
Mix 78								\$0
Mix 79								\$0
Mix 80								\$0
Mix 81								\$0
Mix 82								\$0
Mix 83								\$0
Mix 84								\$0
Mix 85								\$0
Mix 86								\$0
Mix 87								\$0
Mix 88								\$0
Mix 89								\$0
Mix 90								\$0
Mix 91								\$0
Mix 92								\$0
Mix 93								\$0
Mix 94								\$0
Mix 95								\$0
Mix 96								\$0
Mix 97								\$0
Mix 98								\$0
Mix 99								\$0
Mix 100								\$0
<b>TOTALS</b>			52	6				\$38,131

<b>Total Units</b>	<b>52</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>67,793.00</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>67,793.00</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
---	-------------------

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$840
2. Office Salaries			\$0
3. Office Supplies			\$2,550
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$27,000
<u>6.28%</u> of EGI	<u>\$519.23</u>	Per Unit	
6. Manager Salaries			\$27,000
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$2,500
9. Auditing			\$5,000
10. Bookkeeping/Accounting Fees			\$1,200
11. Telephone & Answering Service			\$2,500
12. Tax Credit Monitoring Fee			\$1,339
13. Miscellaneous Administrative			\$2,000
<b>Total Administrative</b>			<b>\$71,929</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$7,650
16. Water			\$5,100
17. Gas			\$0
18. Sewer			\$5,100
<b>Total Utility</b>			<b>\$17,850</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,500
23. Trash Removal			\$2,500
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$14,000
28. Maintenance/Repairs Payroll			\$27,000
29. Repairs/Material			\$5,100
30. Repairs Contract			\$6,375
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$1,000
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$2,000
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$2,500
37. Miscellaneous			\$3,825
<b>Totals Operating &amp; Maintenance</b>			<b>\$66,800</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes		\$57,375
39. Payroll Taxes		\$3,825
40. Miscellaneous Taxes/Licenses/Permits		\$3,315
41. Property & Liability Insurance	\$490 per unit	\$25,500
42. Fidelity Bond		\$0
43. Workman's Compensation		\$956
44. Health Insurance & Employee Benefits		\$7,000
45. Other Insurance		\$3,825
<b>Total Taxes &amp; Insurance</b>		<b>\$101,796</b>

**Total Operating Expense**

\$258,375

**Total Operating Expenses Per Unit**

\$4,969

**C. Total Operating**

**Expenses as % of EGI**

60.09%

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const./Elderly Minimum)

\$15,600

**Total Expenses**

\$273,975

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	3/1/2023	Diana Bowser
b. Site Acquisition	6/30/2025	Diana Bowser
c. Zoning Approval	3/1/2023	Gerald Burr, Jr.
d. Site Plan Approval	6/1/2024	Gerald Burr, Jr.
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	12/1/2024	Burr / Bowser
ii. Conditional Commitment		
iii. Firm Commitment	4/1/2025	Burr / Bowser
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	4/1/2023	Burr / Bowser
ii. Conditional Commitment		
iii. Firm Commitment	8/16/2023	
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	10/31/2023	Burr / Bowser
ii. Conditional Commitment		
iii. Firm Commitment	3/1/2024	
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	DHCD	
ii. Application	4/1/2024	Burr / Bowser
iii. Award/Commitment	8/16/2024	Burr / Bowser
<b>2. Formation of Owner</b>	1/13/2023	Diana Bowser
<b>3. IRS Approval of Nonprofit Status</b>	7/18/1989	Diana Bowser
<b>4. Closing and Transfer of Property to Owner</b>	6/30/2025	Burr / Bowser
<b>5. Plans and Specifications, Working Drawings</b>	12/1/2024	Gerald Burr, Jr.
<b>6. Building Permit Issued by Local Government</b>	5/1/2025	Gerald Burr, Jr.
<b>7. Start Construction</b>	7/1/2025	Gerald Burr, Jr.
<b>8. Begin Lease-up</b>	8/1/2026	Gerald Burr, Jr.
<b>9. Complete Construction</b>	12/31/2026	Gerald Burr, Jr.
<b>10. Complete Lease-Up</b>	2/1/2027	Gerald Burr, Jr.
<b>11. Credit Placed in Service Date</b>	12/31/2026	Gerald Burr, Jr.

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

Complete cost column and basis column(s) as appropriate

Note: Attorney must opine, among other things, as to correctness of the inclusion of each cost item in eligible basis, type of credit and numerical calculations included in Project Budget.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>Must Use Whole Numbers Only!</b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	10,603,628	0	0	10,603,628
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	10,603,628	0	0	10,603,628
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	1,165,000	0	0	1,165,000
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	1,165,000	0	0	1,165,000
<b>Total Structure and Land</b>	11,768,628	0	0	11,768,628
r. General Requirements	706,118	0	0	706,118
s. Builder's Overhead ( 4.0% Contract)	470,745	0	0	470,745
t. Builder's Profit ( 4.0% Contract)	470,745	0	0	470,745
u. Bonds	114,000	0	0	114,000
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="checkbox"/>	0	0	0	0
z. Other 2: <input type="checkbox"/>	0	0	0	0
aa. Other 3: <input type="checkbox"/>	0	0	0	0
<b>Contractor Costs</b>	<b>\$13,530,236</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,530,236</b>

**Construction cost per unit: \$260,196.85**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$1,647,608**

**ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$1,647,608**

**O. PROJECT BUDGET - OWNER COSTS**

To select exclusion of allowable line items from Total Development Costs used in Cost limit calculations, select X in yellow box to the left.

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	42,000	0	0	42,000
b. Architecture/Engineering Design Fee \$2,885 /Unit)	150,000	0	0	150,000
c. Architecture Supervision Fee \$385 /Unit)	20,000	0	0	20,000
d. Tap Fees	84,000	0	0	84,000
e. Environmental	20,000	0	0	20,000
f. Soil Borings	2,400	0	0	2,400
g. Green Building (Earthcraft, LEED, etc.)	25,000	0	0	25,000
h. Appraisal	10,000	0	0	10,000
i. Market Study	5,000	0	0	5,000
j. Site Engineering / Survey	200,000	0	0	200,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	25,000	0	0	25,000
n. Construction Interest ( 0.0% for 0 months)	550,000	0	0	550,000
o. Taxes During Construction	30,000	0	0	15,000
p. Insurance During Construction	45,000	0	0	45,000
q. Permanent Loan Fee ( 0.0% )	30,000			
r. Other Permanent Loan Fees	10,000			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	60,000	0	0	20,000
w. Legal Fees for Closing	190,000	0	0	25,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	61,668			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0			
ac. Operating Reserve	210,000			
ad. Contingency	30,000			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			



**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: HC Contingency	676,512	0	0	676,512
(2) Other* specify: Lease Up Reserve	25,000	0	0	0
(3) Other* specify:	0	0	0	0
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$2,516,580</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,914,912</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$16,046,816</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,445,148</b>
<b>3. Developer's Fees</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>1,000,000</b>
<b>4. Owner's Acquisition Costs</b>				
Land	410,000			
Existing Improvements	0	0		
Subtotal 4:	\$410,000	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$17,456,816	\$0	\$0	\$16,445,148

If this application seeks rehab credits only, in which there is no acquisition and **no change in ownership**, enter the greater of appraised value or tax assessment value here:

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$1,746,545**

Proposed Development's Cost per Sq Foot  
Applicable Cost Limit by Square Foot:

\$223 **Meets Limits**  
\$250

Proposed Development's Cost per Unit  
Applicable Cost Limit per Unit:

\$327,823 **Proposed Cost per Unit exceeds limit**  
\$302,887

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	17,456,816	0	0	16,445,148

**2. Reductions in Eligible Basis**

a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0
b. Amount of nonqualified, nonrecourse financing	0	0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0
d. Historic Tax Credit (residential portion)	0	0	0

**3. Total Eligible Basis (1 - 2 above)**

0	0	16,445,148
---	---	------------

**4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)**

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	4,933,544
c. For Green Certification (Eligible Basis x 10%)		0

**Total Adjusted Eligible basis**

0	21,378,692
---	------------

**5. Applicable Fraction**

100.00000%	100.00000%	100.00000%
------------	------------	------------

**6. Total Qualified Basis (Eligible Basis x Applicable Fraction)**

0	0	21,378,692
---	---	------------

**7. Applicable Percentage**

4.00%	4.00%	9.00%
-------	-------	-------

**8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)**

\$0	\$0	\$1,924,082
-----	-----	-------------

(Must be same as BIN total and equal to or less than credit amount allowed)

\$1,924,082 Combined 30% & 70% P. V. Credit
--

**Q. SOURCES OF FUNDS**

**Action:** Provide Documentation for all Funding Sources at **Tab T**

**1. Construction Financing:** List individually the sources of construction financing, including any such loans financed through grant sources:

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.				
2.				
3.				
Total Construction Funding:			\$0	

**2. Permanent Financing:** List individually the sources of all permanent financing in order of lien position:

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. VH Taxable			\$850,000	\$42,313	3.95%	40	40
2. VH REACH			\$1,520,000	\$75,666	3.95%	40	40
3. HOME			\$900,000	\$4,500	0.50%	100000	40
4. VHTF			\$900,000		0.00%	100000	40
5. NHTF			\$700,000		0.00%	100000	40
6. HIEE			\$1,400,000		0.00%	100000	40
7. (Sponsor Loan) Congressional & FNMA			\$1,485,000				
8. (Sponsor Loan) Crater PDC			\$300,000				
9. (Sponsor Loan) FHLB-AHP & SERCAP			\$625,000				
10. Local CDBG			\$500,000				
Total Permanent Funding:			\$9,180,000	\$122,479			

**3. Grants:** List all grants provided for the development:

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.				
2.				
3.				
4.				
5.				
6.				
Total Permanent Grants:			\$0	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	DHCD HOME, VHT, HIEE		\$2,800,000
2.	Congressional Funds		\$1,000,000
3.	FNMA		\$485,000
4.	VH Community Impact Grant		\$9,075
5.	Donated Land		\$410,000
Total Subsidized Funding			\$4,704,075

**5. Recap of Federal, State, and Local Funds**

Portions of the sources of funds described above for the development are financed directly or indirectly with Federal, State, or Local Government Funds..... **TRUE**

If above is **True**, then list the amount of money involved by all appropriate types.

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$2,080,000
g.	HOME Funds	\$900,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$700,000
j.	Virginia Housing Trust Fund	\$900,000
k.	Other: VH Taxable	\$850,000
l.	Other: HIEE	\$1,400,000

Market-Rate Loans

a.	Taxable Bonds	\$0
b.	Section 220	\$0
c.	Section 221(d)(3)	\$0
d.	Section 221(d)(4)	\$0
e.	Section 236	\$0
f.	Section 223(f)	\$0
g.	Other:	\$0

Grants\*

a.	CDBG	
b.	UDAG	\$0

Grants

c.	State	
d.	Local	
e.	Other: CDBG	\$500,000

\*This means grants to the partnership. If you received a loan financed by a locality which received one of the listed grants, please list it in the appropriate loan column as "other" and describe the applicable grant program which funded it.

**Q. SOURCES OF FUNDS**

**6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **N/A**

7. Some of the development's financing has credit enhancements..... **FALSE**

If **True**, list which financing and describe the credit enhancement:

Two empty yellow rectangular boxes for listing financing and credit enhancements.

**8. Other Subsidies** **Action:** Provide documentation (**Tab Q**)

a. **TRUE** Real Estate Tax Abatement on the increase in the value of the development.

b. **FALSE** **New** project based subsidy from HUD or Rural Development for the greater of 5 or 10% of the units in the development.

c. **FALSE** Other

9. A HUD approval for transfer of physical asset is required..... **FALSE**

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= <span style="border: 1px solid black; padding: 2px;">\$0</span>
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$0			
ii. Contributed Land/Building	\$410,000			
iii. Deferred Developer Fee	\$370,648			(Note: Deferred Developer Fee cannot be negative.)
iv. 45L Credit Equity	\$42,636			
v. Other:	\$0			

**ACTION:** If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at **TAB A**.

**Equity Total** \$823,284

**2. Equity Gap Calculation**

a. Total Development Cost	\$17,456,816
b. Total of Permanent Funding, Grants and Equity	- <span style="border: 1px solid black; padding: 2px;">\$10,003,284</span>
c. Equity Gap	<span style="border: 1px solid black; padding: 2px;">\$7,453,532</span>
d. Developer Equity	- <span style="border: 1px solid black; padding: 2px;">\$746</span>
e. Equity gap to be funded with low-income tax credit proceeds	\$7,452,786

**3. Syndication Information (If Applicable)**

a. Actual or Anticipated Name of Syndicator:	▶ Virginia Community Development Corporation (VCDC)		
Contact Person:	Jen Wickham	Phone:	(804) 343-1200
Street Address:	115 South 15th Street, Suite 501		
City:	Richmond	State:	VA
		Zip:	23219

b. Syndication Equity	
i. Anticipated Annual Credits	\$866,690.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.860
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$866,603
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$7,452,786

c. Syndication:	Private
d. Investors:	Corporate

**4. Net Syndication Amount** \$7,452,786  
Which will be used to pay for Total Development Costs

**5. Net Equity Factor** 85.9999694601%  
Must be equal to or greater than 85%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

The following calculation of the amount of credits needed is substantially the same as the calculation which will be made by Virginia Housing to determine, as required by the IRC, the amount of credits which may be allocated for the development. However, Virginia Housing at all times retains the right to substitute such information and assumptions as are determined by Virginia Housing to be reasonable for the information and assumptions provided herein as to costs (including development fees, profits, etc.), sources for funding, expected equity, etc. Accordingly, if the development is selected by Virginia Housing for a reservation of credits, the amount of such reservation may differ significantly from the amount you compute below.

1. Total Development Costs		<u>\$17,456,816</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$10,003,284</u>
3. Equals Equity Gap		<u>\$7,453,532</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>85.9999694601%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$8,666,900</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$866,690</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,924,082</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$866,690</u>
Credit per LI Units	<u>\$16,667.1154</u>	
Credit per LI Bedroom	<u>\$6,372.7206</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$866,690</b>

9. **Action:** Provide Attorney’s Opinion using Virginia Housing template (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units		\$38,131
Plus Other Income Source (list):	Vending & Fees	\$400
Equals Total Monthly Income:		\$38,531
Twelve Months		x12
Equals Annual Gross Potential Income		\$462,372
Less Vacancy Allowance	7.0%	\$32,366
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$430,006</b>

**2. Indicate the estimated monthly income for the Market Rate Units** (based on Unit Details tab):

Total Monthly Income for Market Rate Units:		\$0
Plus Other Income Source (list):		\$0
Equals Total Monthly Income:		\$0
Twelve Months		x12
Equals Annual Gross Potential Income		\$0
Less Vacancy Allowance	7.0%	\$0
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>		<b>\$0</b>

**Action:** Provide documentation in support of Operating Budget (TAB R)

**3. Cash Flow (First Year)**

a.	Annual EGI Low-Income Units	\$430,006
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$430,006
d.	Total Expenses	\$273,975
e.	Net Operating Income	\$156,031
f.	Total Annual Debt Service	\$122,479
g.	Cash Flow Available for Distribution	\$33,552



T. CASH FLOW

4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	430,006	438,606	447,378	456,326	465,452
Less Oper. Expenses	273,975	282,194	290,660	299,380	308,361
Net Income	156,031	156,412	156,718	156,946	157,091
Less Debt Service	122,479	122,479	122,479	122,479	122,479
Cash Flow	33,552	33,933	34,239	34,467	34,612
Debt Coverage Ratio	1.27	1.28	1.28	1.28	1.28

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	474,761	484,257	493,942	503,821	513,897
Less Oper. Expenses	317,612	327,140	336,955	347,063	357,475
Net Income	157,149	157,116	156,987	156,757	156,422
Less Debt Service	122,479	122,479	122,479	122,479	122,479
Cash Flow	34,670	34,637	34,508	34,278	33,943
Debt Coverage Ratio	1.28	1.28	1.28	1.28	1.28

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	524,175	534,658	545,352	556,259	567,384
Less Oper. Expenses	368,199	379,245	390,623	402,342	414,412
Net Income	155,975	155,413	154,729	153,917	152,972
Less Debt Service	122,479	122,479	122,479	122,479	122,479
Cash Flow	33,496	32,934	32,250	31,438	30,493
Debt Coverage Ratio	1.27	1.27	1.26	1.26	1.25

Estimated Annual Percentage Increase in Revenue 2.00% (Must be  $\leq$  2%)  
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be  $\geq$  3%)

**U. Building-by-Building Information**

Must Complete

Qualified basis must be determined on a building-by building basis. Complete the section below. Building street addresses are required by the IRS (must have them by the time of allocation request).

Number of BINS: 13

**FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID**

Please help us with the process:  
**DO NOT use the CUT feature**  
**DO NOT SKIP LINES BETWEEN BUILDINGS**

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
1.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
2.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
3.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
4.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
5.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
6.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
7.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
8.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
9.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
10.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,515	12/31/26	9.00%	\$148,006
11.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,514	12/31/26	9.00%	\$148,006
12.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,514	12/31/26	9.00%	\$148,006
13.		4		307 Reese Street		Emporia	VA	23847					\$0				\$0	\$1,644,514	12/31/26	9.00%	\$148,006
14.													\$0				\$0				\$0
15.													\$0				\$0				\$0
16.													\$0				\$0				\$0
17.													\$0				\$0				\$0
18.													\$0				\$0				\$0
19.													\$0				\$0				\$0
20.													\$0				\$0				\$0
21.													\$0				\$0				\$0
22.													\$0				\$0				\$0
23.													\$0				\$0				\$0
24.													\$0				\$0				\$0
25.													\$0				\$0				\$0
26.													\$0				\$0				\$0
27.													\$0				\$0				\$0
28.													\$0				\$0				\$0
29.													\$0				\$0				\$0
30.													\$0				\$0				\$0
31.													\$0				\$0				\$0
32.													\$0				\$0				\$0
33.													\$0				\$0				\$0
34.													\$0				\$0				\$0
35.													\$0				\$0				\$0

52 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$21,378,692

\$1,924,082

Number of BINS: 13

**V. STATEMENT OF OWNER**

---

The undersigned hereby acknowledges the following:

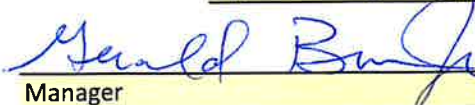
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms terms for such individuals that are more restrictive than its standard requirements and terms, the terms of the MOU establishing the target population, or the eligibility requirements for the state rental assistance.
7. that, for the purposes of reviewing this application, Virginia Housing is entitled to rely upon representations of the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations relative to the determination of qualified basis for the development as a whole and/or each building therein individually as well as the amounts and types of credit applicable thereof, but that the issuance of a reservation based on such representation in no way warrants their correctness or compliance with IRC requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, may substitute its own figures which it deems reasonable for any or all figures provided herein by the undersigned and may reserve credits, if any, in an amount significantly different from the amount requested.
9. that reservations of credits are not transferable without prior written approval by Virginia Housing at its sole discretion.

V. STATEMENT OF OWNER

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 16. that undersigned waives the right to pursue a Qualified Contract on this development.
- 17. that the information in this application may be disseminated to others for purposes of verification or other purposes consistent with the Virginia Freedom of Information Act. However, all information will be maintained, used or disseminated in accordance with the Government Data Collection and Dissemination Practices Act. The undersigned may refuse to supply the information requested, however, such refusal will result in Virginia Housing's inability to process the application. The original or copy of this application may be retained by Virginia Housing, even if tax credits are not allocated to the undersigned.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner: Emporia Rail Depot Townhomes LLC  
By: ERDT Manager, LLC, its Managing Member  
By: Canterbury Development Group, LLC, Its: Manage

By:   
 Its: Manager  
 (Title)

**V. STATEMENT OF ARCHITECT**

The architect signing this document is certifying that the development plans and specifications incorporate all Virginia Housing Minimum Design and Construction Requirements (MDCR), selected LIHTC enhancements and amenities, applicable building codes and accessibility requirements.

In Witness Whereof, the undersigned, being authorized, has caused this document to be executed in its name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Architect:	Walter G. Parks, Jr.
Virginia License#:	007463
Architecture Firm or Company:	Walter Parks Architect

By: 

Its: Walter G. Parks, Jr., President  
(Title)

Initials by Architect are also required on the following Tabs: Enhancement, Special Housing Needs and Unit Details.

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

This Self Scoring Process is intended to provide you with an estimate of your application's score based on the information included within the reservation application. Other items, denoted below in the yellow shaded cells, are typically evaluated by Virginia Housing's staff during the application review and feasibility process. For purposes of self scoring, we have made certain assumptions about your application. Edit the appropriate responses (Y or N) in the yellow shaded cells, if applicable. Items 5f and 5g require a numeric value to be entered.

Please remember that this score is only an estimate. Virginia Housing reserves the right to change application data and/or score sheet responses where appropriate, which may change the final score.

**MANDATORY ITEMS:**

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
<b>Total:</b>			<b>0.00</b>

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>15.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	26.95%	Up to 40	40.00
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
<b>Total:</b>			<b>50.00</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			58.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	50%	Up to 15	7.50
i. Developments with less than 100 low income units	Y	up to 20	19.20
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>139.70</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$66,600	\$73,800

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	80.77%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	11.54%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	50.00
Total:			<u>90.00</u>

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	Y	0 or 5	5.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>10.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	183.20
b. Cost per unit		Up to 100	21.88
Total:			<u>205.08</u>

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N	0 or 20	0.00
Total:			<u>70.00</u>

400 Point Threshold - all 9% Tax Credits  
 300 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:** **579.78**

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	36.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	0.00
o. All interior doors within units are solid core	3	0.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>58.00</u>
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		<u>0.00</u>
<b>Total amenities:</b>		<b><u>58.00</u></b>



X.

## Development Summary

**Summary Information**

**2024 Low-Income Housing Tax Credit Application For Reservation**

**Deal Name:** Emporia Rail Depot Townhomes

<b>Cycle Type:</b> 9% Tax Credits	<b>Requested Credit Amount:</b> \$866,690
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Emporia City
<b>Total Units:</b> 52	<b>Population Target:</b> General
<b>Total LI Units:</b> 52	
<b>Project Gross Sq Ft:</b> 76,565.00	<b>Owner Contact:</b> Gerald Burr
<b>Green Certified?</b> TRUE	

<b>Total Score</b> <b>579.78</b>
-------------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$9,180,000	\$176,538	\$120	\$122,479
Grants	\$0	\$0		
Subsidized Funding	\$4,704,075	\$90,463		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$11,768,628	\$226,320	\$154	67.42%
General Req/Overhead/Profit	\$1,647,608	\$31,685	\$22	9.44%
Other Contract Costs	\$114,000	\$2,192	\$1	0.65%
Owner Costs	\$2,516,580	\$48,396	\$33	14.42%
Acquisition	\$410,000	\$7,885	\$5	2.35%
Developer Fee	\$1,000,000	\$19,231	\$13	5.73%
<b>Total Uses</b>	<b>\$17,456,816</b>	<b>\$335,708</b>		

Total Development Costs	
-------------------------	--

Total Improvements	\$16,046,816
Land Acquisition	\$410,000
Developer Fee	\$1,000,000
<b>Total Development Costs</b>	<b>\$17,456,816</b>

<b>Proposed Cost Limit/Sq Ft:</b>	\$223
<b>Applicable Cost Limit/Sq Ft:</b>	\$250
<b>Proposed Cost Limit/Unit:</b>	\$327,823
<b>Applicable Cost Limit/Unit:</b>	\$302,887

Income	
Gross Potential Income - LI Units	\$462,372
Gross Potential Income - Mkt Units	\$0
Subtotal	\$462,372
Less Vacancy %	7.00%
<b>Effective Gross Income</b>	<b>\$430,006</b>

**Rental Assistance?** FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$71,929	\$1,383
Utilities	\$17,850	\$343
Operating & Maintenance	\$66,800	\$1,285
Taxes & Insurance	\$101,796	\$1,958
<b>Total Operating Expenses</b>	<b>\$258,375</b>	<b>\$4,969</b>
Replacement Reserves	\$15,600	\$300
<b>Total Expenses</b>	<b>\$273,975</b>	<b>\$5,269</b>

Cash Flow	
EGI	\$430,006
Total Expenses	\$273,975
<b>Net Income</b>	<b>\$156,031</b>
Debt Service	\$122,479
<b>Debt Coverage Ratio (YR1):</b>	<b>1.27</b>

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	10
# of 2BR	0
# of 3BR	42
# of 4+ BR	0
<b>Total Units</b>	<b>52</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	6
50% AMI	0	20
60% AMI	52	26
>60% AMI	0	0
Market	0	0

**Income Averaging?** FALSE

**Extended Use Restriction?** 30

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 200 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 200. In this example,  $(40\%/60\%) \times 200$  or 133.33 points.

Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$1,924,082
Credit Requested	\$866,690
% of Savings	54.96%
Sliding Scale Points	183.2

**Cost Points:**

If the Applicable Cost by Square foot is \$238 and the deal’s Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 cost points.

For another example, the Applicable Cost by SqFt is \$238 and the deal’s Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example,  $(35.7\%/50\%) \times 100$  or 71.40 points.

Total Costs Less Acquisition	\$17,046,816		
Total Square Feet	76,565.00		
Proposed Cost per SqFt	\$222.65		
Applicable Cost Limit per Sq Ft	\$250.00		
% of Savings	10.94%		
Total Units	52		
Proposed Cost per Unit	\$327,823		
Applicable Cost Limit per Unit	\$302,887		
% of Savings	-8.23%		
Max % of Savings	10.94%	Sliding Scale Points	21.88

# Tab A:

Partnership or Operating Agreement, including  
Org Chart with percentages of ownership interest

**OPERATING AGREEMENT**

**OF**

**EMPORIA RAIL DEPOT TOWNHOMES, LLC,  
A VIRGINIA LIMITED LIABILITY COMPANY**

**Dated as of January 13, 2023**

**OPERATING AGREEMENT  
OF  
EMPORIA RAIL DEPOT TOWNHOMES, LLC**

THIS OPERATING AGREEMENT (this “Agreement”), dated as of January 13, 2023, by and among ERDT Manager, LLC, a Virginia limited liability company (the “Managing Member”) and ERDT Developer, LLC (the “Initial Member”), provides as follows:

1. **FORMATION.** Emporia Rail Depot Townhomes, LLC (the “Company”) was formed as a Virginia limited liability company under the provisions of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended (the “Act”), pursuant to the Articles of Organization dated January 13, 2023 (the “Articles”). A certificate of organization was issued by the State Corporation Commission of Virginia with respect to the Articles on January 13, 2023.

2. **NAME AND PLACE OF BUSINESS.** The business of the Company shall be conducted under the name of Emporia Rail Depot Townhomes, LLC. The principal office of the Company in Virginia shall be 501 Commerce Rd., Richmond, VA 23224-5413. The principal office of the Company may be changed by the Members at any time and from time to time, in their discretion.

3. **PURPOSES.** The principal purpose of the Company is to own certain land and in the City of Emporia, Virginia (the “Property”), and to own and develop the Property and to maintain and operate thereon Emporia Rail Depot Townhomes, a multifamily townhouse apartment complex (the “Apartment Complex”). The company may engage in any other lawful business as determined from time to time by the Members.

4. **MEMBERS.** ERDT Manager, LLC, a Virginia limited liability company, shall serve as the Managing Member, while ERDT Developer, LLC, shall serve as the Initial Member. Both have an address of 501 Commerce Road, Richmond, VA 23224-5413. The Company anticipates that the Initial Member will be replaced by a tax credit equity investor.

5. **MEMBER’S CAPITAL CONTRIBUTIONS.** Upon execution of this Agreement, the Member shall make the capital contribution set forth beside its name on Exhibit A attached hereto as its initial capital contribution in exchange for its membership interest in the Company. The Member shall not be required to make any further capital contributions, except as required in writing by the Members owning a majority of the membership interests.

6. **VOTING POWERS, MEETINGS, ETC. OF MEMBERS.**

6.01 In General. The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or

otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles, or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

#### 6.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provision of this Operating Agreement, the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

- (1) Amending the Articles in any manner that materially alters the preferences, privileges or relative rights of the Members.
- (2) Electing the Managers as provided in Article 7 hereof.
- (3) Taking any action that would make it impossible to carry on the ordinary business of the Company.
- (4) Confessing a judgment against the Company in excess of \$25,000.
- (5) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.
- (6) Loaning Company funds in excess of \$25,000, or for a term in excess of one year, to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of a majority of the voting membership interests shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 6.02(a) above or any other matters in this Operating Agreement that require the approval or consent of the Members.

6.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

6.04 Annual Meetings. The Members shall meet annually in the first Tuesday in January at 4:00 p.m. or at such other time as shall be determined by the Managers, or if there are no Managers, by the Members, for the purpose of the transaction of such business as may come properly before the meeting.

6.05 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers, and shall be called by the Managers at the request of any Member.

6.06 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite Voting Membership Interests necessary for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, a majority of the Voting Membership Interests may take action as to any matter specified in Section 6.02 hereof by signing one or more written consents approving such action, without obtaining signed written consents from any other Members. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section 6.06 shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

## 7. **MANAGERS**.

7.01 Powers of Manager. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Managing Members. The powers so exercised shall include but not be limited to the following:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

(c) Collecting funds due to the Company.

(d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.

(e) To the extent that funds of the Company are available therefor, paying debts and obligations of the Company.

(f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.

(g) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the

Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations.

(h) Making elections available to the Company under the Code.

(i) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.

(j) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 6.02 hereof.

(k) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

7.02 Election of Managing Member. The Members hereby unanimously elect ERDT Manager, LLC, a Virginia limited liability company, to serve as Managing Member of the Company, to serve until its successor shall be duly elected and qualify.

7.03 Action by One Manager When There are Two or More Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, when there are two or more Managers elected by the Members, any one of the Managers may act on behalf of the Company to exercise any of the powers of a Manager conferred by Section 7.01 hereof. Notwithstanding the foregoing, when a Manager has so acted on behalf of the Company, he or she must provide notice of his or her action on behalf of the Company to every other duly elected Manager.

7.04 Single Manager. If at any time there is only one person or entity serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to "Managers" shall be deemed to refer to such single Manager.

7.05 Reliance by Other Persons. Any person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Managers or Members granting such authority, certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

7.06 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Managers and consented to by the Members, which consent shall not be unreasonably withheld. The Company shall reimburse any Manager for reasonable out-of-pocket expenses which were or are incurred by the Manager on behalf of the Company with



respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

7.07 Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

7.08 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error or judgment, for any mistake of fact or of law, or for any other act or thing which he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Managers and the Company.

8. **GOVERNING LAW**. This Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to choice of law provisions.

9. **BOOKS AND RECORDS**. The Members shall, at the Company's sole cost and expense, keep adequate books of account of the Company wherein shall be recorded and reflected, in accordance with generally accepted accounting principles, all of the Capital Contributions and all of the income, expenses and transactions of the Company and a list of the names and addresses, and interests held by the Members and any additional members in alphabetical order. All funds of the Company shall be deposited in a separate bank account or accounts as shall be determined by the Manager. All withdrawals therefrom shall be made upon checks signed by any Manager of the Company.

10. **FULL AUTHORITY**. Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder, and no approvals or consents of any other person are necessary in connection herewith.

**IN WITNESS WHEREOF**, the undersigned, being the Members of the Company, hereby agree, acknowledge, and certify that the foregoing Third Amended and Restated

Operating Agreement constitutes the entire Operating Agreement of the Company, adopted as of the date first hereinabove mentioned.

**Managing Member:**

ERDT Manager, LLC,  
a Virginia limited liability company


By: Canterbury Development Group, LLC,  
a Virginia limited liability company,  
its Manager

By:   
Gerald "Junior" Burr, Jr., its Manager

**Initial Member:**

ERDT Developer, LLC,  
a Virginia limited liability company

By: Canterbury Development Group, LLC,  
a Virginia limited liability company,  
its Manager

By:   
Gerald "Junior" Burr, Jr., its Manager

**EXHIBIT A**

<b><u>MEMBER</u></b>	<b><u>PERCENTAGE INTEREST</u></b>	<b><u>CAPITAL CONTRIBUTION</u></b>
ERDT Manager, LLC	1%	\$1.00
ERDT Developer, LLC	99%	\$99.00
TOTAL:	<b><u>100%</u></b>	<b><u>\$100.00</u></b>

# ORGANIZATIONAL CHART

Emporia Rail Depot Townhomes, LLC  
(Owner)

*Managing Member*

ERDT Manager, LLC  
1%

*Initial Member*

ERDT Developer, LLC  
99%

SCD-Warwick, Inc.

**49%**

Canterbury Development Group, LLC

**51%**

Southside Community Development  
and Housing Corporation  
(non-profit)

**40%**

Canterbury Development Group, LLC

**60%**

Southside Community  
Development and Housing  
Corporation  
(non-profit)

*sole shareholder*

Gerald W. Burr – 40%  
Michelle Taylor – 40%  
Barrett Franklin – 20%

*Members*

Dianna Bowser  
Executive Director

Gerald W. Burr – 40%  
Michelle Taylor – 40%  
Barrett Franklin – 20%

*Members*

Dianna Bowser  
Executive Director

**OPERATING AGREEMENT**

**OF**

**ERDT Manager, LLC**

**TABLE OF CONTENTS**

	<u>Page</u>
ARTICLE I DEFINITIONS	1
ARTICLE II PURPOSE AND POWERS OF COMPANY	8
ARTICLE III NAMES AND ADDRESSES OF INITIAL MEMBERS; PRINCIPAL OFFICE	8
ARTICLE IV VOTING POWERS, MEETINGS, ETC. OF MEMBERS	9
ARTICLE V MANAGERS	11
ARTICLE VI CONTRIBUTIONS TO THE COMPANY	15
ARTICLE VII DISTRIBUTIONS NOT ON TERMINATION	16
ARTICLE VIII ALLOCATION OF TAXABLE INCOME, GAIN AND LOSS NOT IN LIQUIDATION	16
ARTICLE IX RECORDS, REPORTS, ETC.	20
ARTICLE X ASSIGNMENT; RESIGNATION	21
ARTICLE XI DISSOLUTION AND TERMINATION	25
ARTICLE XII MISCELLANEOUS ROVISIONS.....	24

THIS OPERATING AGREEMENT (this "Agreement"), dated as of January 13, 2023, by and among Canterbury Development Group, LLC, a Virginia limited liability company ("CDG"), and SCD-Warwick, Inc., a Virginia corporation ("SCD-Warwick") (collectively, the "Members"), provides as follows:

RECITALS:

- A. ERDT Manager, LLC, a Virginia limited liability company (the "Company") was formed as a Virginia limited liability company under the provisions of Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended (the "Act"), pursuant to the Articles of Organization dated January 13, 2023. A certificate of organization was issued by the State Corporation Commission of Virginia with respect to the Articles of Organization on January 13, 2023. A copy of the Articles of Organization is attached hereto as Exhibit A.
- B. The Company was formed to serve, as its initial purpose, as the managing member of Emporia Rail Depot Townhomes, LLC, a Virginia limited liability company.
- C. The Members are to be members of the Company.
- D. The affairs of the Company are to be governed by this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

1.01 The following definitions shall apply to this Agreement: (unless otherwise expressly provided herein):

(a) "Accountant" shall mean the certified public accountant regularly servicing the Company.

(b) "Act" shall mean Chapter 12 of Title 13.1 of the Code of Virginia of 1950, as amended.

(c) "Articles" shall mean the articles of organization of the Company, as amended and in force from time to time.

(d) "Capital Account" shall mean the account maintained by the Company for each Member in accordance with the Code which, as of any given date, reflects its actual Capital Contributions paid to the Company (which for this purpose shall include "deemed" contributions of property to the Company under Code Section 752), increased by its allocable share of Company taxable income (including tax-exempt income), gain or profit (or items thereof) for each Fiscal Year (or fraction thereof), and decreased by (1) the amount of money distributed to it by the Company, (2) the fair market value of property (net of liabilities that secure such property that it assumes or takes subject to under Code Section 752) distributed to it, (3) its allocable share of Company losses and deductions (or items thereof) for each Fiscal Year (or fraction thereof) and (4) its allocable share of expenditures described in Code Section 705(a)(2)(B); and otherwise as may be adjusted to comply with the capital account requirements of the Code.

(e) "Capital Contribution" shall mean the total amount of money or fair market value of other property (net of liabilities that are secured by such property that are assumed or taken subject to under Code Section 752) contributed or agreed to be contributed, as the context requires, by each Member to the Company pursuant to the terms of this Agreement, including the Capital Contribution made by a predecessor holder(s) of the Membership Interest of such Member, unless the context requires otherwise. The term "Capital Contribution" shall not include advances or loans to the Company, whether from a Member or otherwise. The initial Capital Contributions of the Members are set forth in Exhibit A.

(f) "Capital Proceeds" shall mean cash available for distribution to the Members as a result of (1) mortgage financing, refinancing or recasting of any mortgage or deed of trust, (2) eminent domain or condemnation proceedings which result in the taking of less than all of the property of the Company so that the untaken portion can continue to operate as a viable business entity in the reasonable judgment of the Managers, (3) casualty or damage to the property of the Company, which results in the destruction of less than all of such property so that the undamaged portion can continue to operate as a viable business entity in the reasonable judgment of the Managers, (4) sale of any Company property (except a sale which is governed by Section 11.04 below) or (5) any other event which yields proceeds that are not otherwise included in the Cash Flow of the Company or are not distributions in liquidation governed by Section 11.04 below, after deduction for a reserve as determined by the Managers in their reasonable discretion for working capital needs and other contingencies of the Company. The above sentence notwithstanding, Capital Proceeds, for the purpose of Article VII, shall not include cash derived from a Capital Contribution or a Company borrowing, the sole purpose of such Capital Contribution or borrowing being to



fund the Taxable Income Priority Amounts determined pursuant to Section 7.03 below.

(g) "Cash Flow" of the Company shall mean, with respect to any calendar month or Fiscal Year (or, where appropriate, any portion thereof), as the case may be, the sum of (1) all cash receipts of the Company, other than Capital Contributions, Capital Proceeds and similar items, (2) the net proceeds of any insurance, other than title or fire and extended coverage insurance, and (3) any reserves previously set aside from Cash Flow which are deemed available for distribution by the Managers. The computation by the Accountant of the Cash Flow of the Company as defined above, when made in good faith, shall be binding upon the parties hereto and any persons becoming parties hereto.

(h) "Code" shall mean the Internal Revenue Code of 1986 and regulations promulgated thereunder, as amended and in force from time to time. References made herein to a provision of the Code shall mean that provision as in effect on the date hereof and as later amended.

(i) "Company" shall refer to ERDT Manager, LLC, a Virginia limited liability company.

(j) "Contributed or Revalued Property" shall mean property properly reflected on the books of the Company at a value other than the adjusted basis of such property for federal income tax purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv).

(k) "Entity(ies)" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or other association.

(l) "Fiscal Year" shall mean the calendar year or such other twelve (12) month period designated by the Managers.

(m) "IRS" shall mean the Internal Revenue Service of the United States.

(n) "Limited Liability Company" shall refer to any special purpose limited liability company structured with the Company as a member or manager thereof and created for the purposes of taking title to and developing and operating real property.

(o) "Limited Partnership" shall refer to any special purpose non-recourse limited partnership structured with the Company as its General Partner and created for the purposes of taking title to and developing and operating real property.

(p) "Manager" shall mean a manager of the Company, whose rights, powers and duties are specified in Article V hereof.

(q) "Member" shall mean each Person that is identified as an initial Member in Article III hereof or is admitted as a Member (either as a transferee of a Membership Interest or as an additional Member) as provided in Article X hereof. A Person shall cease to be a Member at such time as he no longer owns any Membership Interest.

(r) "Member Nonrecourse Debt" shall have the meaning set forth in Treasury Regulations Section 1.704-2(b)(4).

(s) "Member Nonrecourse Debt Minimum Gain" shall mean an amount, with respect to each Member Nonrecourse Debt, equal to the Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulations Section 1.704-2(i).

(t) "Member Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulations Sections 1.704-2(i)(1) and (2). The amount of Member Nonrecourse Deductions with respect to a Member Nonrecourse Debt for a Fiscal Year equals the amount of the net increase in the amount of Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt during that Fiscal Year reduced (but not below zero) by the proceeds of such Member Nonrecourse Debt distributed during that Fiscal Year to the Member that bears the economic risk of loss (within the meaning of Treasury Regulations Section 1.752-2) for such Member Nonrecourse Debt that are both attributable to such Member Nonrecourse Debt and are allocable to an increase in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

(u) "Membership Interest" shall mean the interest of a Member in the Company at any particular time, including the right of such Member to share allocations, Net Capital Proceeds, Net Cash Flow and other benefits to which such Member may be entitled as provided in this Agreement and/or under the Act, together with the obligations of such Member to comply with all terms and provisions of this Agreement and the Act, which interest is expressed as a percentage for voting and for certain other purposes as set out in Exhibit A.

(v) "Minimum Gain" shall mean, with respect to the Company, the amount computed in accordance with Treasury Regulations Section 1.704-2(d), and, with respect to each Member, the amount computed in accordance with Treasury Regulations Section 1.704-2(g).

(w) "1933 Act" shall mean the Securities Act of 1933, as amended and in force from time to time.

(x) "Net Capital Proceeds" shall mean, with respect to any Fiscal Year (or, where appropriate, any portion thereof), Capital Proceeds, minus expenses and expenditures payable therefrom (rather than from Capital Contributions or Cash Flow).

(y) "Net Cash Flow" shall mean, with respect to any Fiscal Year (or, where appropriate, any portion thereof), Cash Flow, minus expenses and expenditures payable therefrom (rather than from Capital Contributions or Capital Proceeds).

(z) "Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulations Sections 1.704-2(b)(1) and 1.704-2(c). The amount of Nonrecourse Deductions for a Fiscal Year equals the net increase in the amount of Minimum Gain during that Fiscal Year (determined according to the provisions of Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d)) reduced (but not below zero) by the aggregate amount of any distributions during such Fiscal Year of proceeds of a Nonrecourse Liability that are allocable to an increase in Minimum Gain (determined according to the provisions of Treasury Regulations Section 1.704-2(h)).

(aa) "Nonrecourse Liability" shall have the meaning set forth in Treasury Regulations Section 1.704-2(b)(4).

(bb) "Operating Agreement" shall mean this Operating Agreement, as originally executed and as amended from time to time.

(cc) "Person" shall mean any natural person or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so admits.

(dd) "Project" shall include, but not be limited to, Emporia Rail Depot Townhomes, and any real estate development project or other investment of or involving the Company. "Projects" may be used to refer to more than one such Project.

(ee) "Taxable Income Priority Amounts" shall have the meaning set forth in Section 7.03 below.

(ff) "Treasury Regulations" shall mean the income tax regulations promulgated under the code, as amended from time to time.

(gg) "Virginia Code" shall mean the Code of Virginia (1950), as amended and in force from time to time.

(hh) "Voting Membership Interest" shall mean a Membership Interest expressed as a percentage for voting under this Agreement, as set forth in Exhibit A.

## ARTICLE II

### PURPOSE AND POWERS OF COMPANY

2.01 Purpose. The purposes of the Company shall be to:

(a) The primary purpose of the Company is to serve as the managing member of Emporia Rail Depot Townhomes, LLC, a Virginia limited liability company, and manage and the same as its managing member as it develops and operates the Project.

(b) Own, acquire, manage and operate interests in Entities, rehabilitate, operate, renovate, buy, sell, exchange, finance, refinance, and otherwise deal with the Projects, real estate, personal property, and any type of business, as the Manager(s) may from time to time deem to be in the best interests of the Company.

(c) Acquire, own, buy, sell, invest in, trade, manage, finance, refinance, exchange, or otherwise dispose of stocks, securities, partnership interests, limited liability company interests, certificates of deposit, mutual funds, commodities, and any and all investments whatsoever, that the Manager(s) may from time to time deem to be in the best interests of the Company.

(d) Serve as general partner of partnerships or manager of limited liability companies which own, acquire, manage, develop, operate, rehabilitate, renovate, buy, sell, exchange, finance, refinance and otherwise deal with real estate, personal property, and any type of business.

(e) Engage in any other business and activities, and have all powers not prohibited by law, as the Managers may deem to be in the best interests of the Company.

2.02 Powers. The Company shall have all powers and rights of a limited liability company organized under the Act, to the extent such powers and rights are not proscribed by the Articles.

## ARTICLE III

### NAMES AND ADDRESSES OF INITIAL MEMBERS; PRINCIPAL OFFICE

3.01 Names and Addresses. The names and addresses of the Members are as follows:

Canterbury Development Group, LLC  
501 Commerce Road  
Richmond, VA 23224-5413

SCD-Warwick, Inc.  
c/o Southside Community Development and  
Housing Corporation  
1624 Hull Street  
Richmond, VA 23224

3.02 Principal Office. The principal office of the Company shall initially be at 501 Commerce Road, Richmond, VA 23224. The principal office may be changed from time to time by the Managers, or if there are no Managers, with the consent of the Members.

#### ARTICLE IV

##### VOTING POWERS, MEETINGS, ETC. OF MEMBERS

4.01 In General. The Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

##### 4.02 Actions Requiring Approval of Members.

(a) Notwithstanding any other provision of this Operating Agreement, the approval of the Members shall be required in order for any of the following actions to be taken on behalf of the Company:

- (1) Amending the Articles in any manner that materially alters the preferences, privileges or relative rights of the Members.
- (2) Electing the Managers as provided in Article V hereof.
- (3) Taking any action that would make it impossible to carry on the ordinary business of the Company.
- (4) Confessing a judgment against the Company in excess of \$25,000.
- (5) Filing or consenting to filing a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act.
- (6) Loaning Company funds in excess of \$25,000, or for a term in excess of one year, to any Member.

(b) Unless the express terms of this Operating Agreement specifically provide otherwise, the affirmative vote of a majority of the Voting Membership Interests

shall be necessary and sufficient in order to approve or consent to any of the matters set forth in Section 4.02(a) above or any other matters in this Operating Agreement that require the approval or consent of the Members.

4.03 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article.

4.04 Annual Meeting. The annual meeting of the Members shall be held on the second Monday in June of each year at 2:00 p.m. or at such other time as shall be determined by the Managers, or if there are no Managers, by the Members, for the purpose of the transaction of such business as may come properly before the meeting.

4.05 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers, and shall be called by the Managers at the request of any Member.

4.06 Place of Meeting. The place of any meeting of the Members shall be the principal office of the Company, unless another place, either within or outside the Commonwealth of Virginia, is designated by the Managers.

4.07 Notice of Meetings. Written notice stating the place, day and hour of any meeting of the Members and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than three (3) nor more than twenty-five (25) days before the date of the meeting, either personally or by mail, by or at the direction of the Managers, to each Member, unless the Act or the Articles require different notice.

4.08 Conduct of Meetings. All meetings of the Members shall be presided over by a chairperson of the meeting, who shall be a Manager, or a Member designated by the Managers. The chairperson of any meeting of the Members shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion, and shall appoint a secretary of such meeting to take minutes thereof.

4.09 Participation by Telephone or Similar Communications. Members may participate and hold a meeting by means of conference telephone or similar communications equipment by means of which all Members participating can hear and be heard, and such participation shall constitute attendance and presence in person at such meeting.

4.10 Waiver of Notice. When any notice of a meeting of the Members is required to be given, a waiver thereof in writing signed by a Member entitled to such notice, whether given before, at, or after the time of the meeting as stated in such notice, shall be equivalent to the proper giving of such notice.

4.11 Action by Written Consent. Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by the Members who are entitled to vote on the matter set forth in the consents and who constitute the requisite Voting Membership Interests necessary for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, a majority of the Voting Membership Interests may take action as to any matter specified in Section 4.02 hereof by signing one or more written consents approving such action, without obtaining signed written consents from any other Members. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section 4.11 shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

## ARTICLE V

### MANAGERS

5.01 Powers of Manager. Except as expressly provided otherwise in the Act, the Articles or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Managers. The powers so exercised shall include but not be limited to the following:

(a) Entering into, making and performing contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

(b) Opening and maintaining bank accounts, investment accounts and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.

(c) Collecting funds due to the Company.

(d) Acquiring, utilizing for the Company's purposes, maintaining and disposing of any assets of the Company.

(e) To the extent that funds of the Company are available therefor, paying debts and obligations of the Company.

(f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.

(g) Employing from time to time persons, firms or corporations for the operation and management of various aspects of the Company's business, including,

without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants and attorneys on such terms and for such compensation as the Managers shall determine, notwithstanding the fact that the Managers or any Member may have a financial interest in such firms or corporations.

(h) Making elections available to the Company under the Code.

(i) Registering the Company as a tax shelter with the Secretary of the Treasury and furnishing to such Secretary lists of investors in the Company, if required pursuant to applicable provisions of the Code.

(j) Obtaining general liability, property and other insurance for the Company, as the Managers deem proper.

(k) Negotiating and entering into a partnership agreement and/or an amended and restated limited partnership agreement, on behalf of the Company, with the limited partners of the Limited Partnerships and such other agreements as may be necessary in the sole discretion of the Manager whether on behalf of the Company or by the Company as general partner of the Limited Partnerships in order to provide for (i) the development of the Projects, and (ii) investment in the Limited Partnerships by investors as limited partners. Such partnership agreement may, among other items, provide that the partnership interest of the Company in the Limited Partnerships be one percent (1%) or less. The Manager shall exercise its best efforts to have included among such agreements an agreement whereby the Company has the option to purchase the interests of the limited partners.

(l) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 4.02 hereof.

(m) Causing the Company to do and perform all such things and execute, acknowledge and deliver any and all such instruments as may be required in furtherance of the purposes of the Limited Partnerships in the conduct of business.

(n) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

#### 5.02 Election, Etc. of Managers.

(a) The Members hereby unanimously elect CDG as the Manager of the Company, to serve until a successor(s) shall be duly elected and qualify. Within CDG, Gerald "Junior" Burr ("Burr") is a Manager. The Members agree that Burr's contributions to the management of the Company are in development experience, that he has assembled the Members of the Company for the Project, that he will run the day-to-day operations of the development of the Project, and that deference will be given to Burr on questions of development. As such, the Members agree that Burr is considered the



"controlling member" of CDG for purposes of determining developer experience for future IRC Section 42 tax credit applications.

(b) The Members shall elect one or more Persons as Managers at each annual meeting of the Company to serve until the next annual meeting of the Company and until their respective successors are duly elected and qualified. In addition, if any Person resigns or otherwise vacates the office of Manager, the Members shall elect a replacement Manager to serve the remaining term of such office, unless one or more other Persons then serve as Managers and the Members determine not to fill such vacancy. A Manager may, but shall not be required to, be elected from among the Members. A Manager may be a natural person or an Entity. Notwithstanding any of the foregoing provisions, the rights of the Members to elect and remove Managers shall be subject to the restrictions set forth in Section 5.03 hereof.

5.03 Voting Agreement. CDG shall be the Manager of the Company. Each Member agrees at all times to vote his or her entire Membership Interest so as to cause CDG, or such Person(s) whom they designate by mutual agreement, to be the Managers of the Company. If either of CDG ceases to be a member of the Company, the covenants contained in this Section shall terminate.

5.04 Action by One Manager When There are Two or More Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, when there are two or more Managers elected by the Members, any one of the Managers may act on behalf of the Company to exercise any of the powers of a Manager conferred by Section 5.01 hereof. Notwithstanding the foregoing, when a Manager has so acted on behalf of the Company, he or she must provide Notice of his or her action on behalf of the Company to every other duly elected Manager. Such Notice is to be provided in accordance with Section 12.03 hereof.

5.05 Execution of Documents and Other Actions. With the approval or consent of a majority of the Managers, as determined on a per capita basis, the Managers may delegate to one or more of their number the authority to execute any documents or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company. To the extent that this Section 5.05 overlaps or conflicts with Section 5.04, Section 5.04 shall govern.

5.06 Single Manager. If at any time there is only one Person serving as a Manager, such Manager shall be entitled to exercise all powers of the Managers set forth in this Section, and all references in this Section and otherwise in this Operating Agreement to "Managers" shall be deemed to refer to such single Manager.

5.07 Reliance by Other Persons. Any Person dealing with the Company, other than a Member, may rely on the authority of a particular Manager or Managers in taking any action in the name of the Company, if such Manager or Managers provide to such Person a copy of the applicable provision of this Operating Agreement and/or the resolution or written consent of the Managers or Members granting such authority,

certified in writing by such Manager or Managers to be genuine and correct and not to have been revoked, superseded or otherwise amended.

5.08 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Managers and consented to by the Members, which consent shall not be unreasonably withheld. The Company shall reimburse any Manager for reasonable out-of-pocket expenses which were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

5.09 Competition. During the existence of the Company, the Managers shall devote such time to the business of the Company as may reasonably be required to conduct its business in an efficient and profitable manner. The Managers, for their own account and for the account of others, may engage in business ventures, including the acquisition of real estate properties or interests therein and the development, operation, management and/or syndication of real estate properties or interests therein, which may compete with the business of the Company. Each Member hereby expressly consents to the continued and future ownership and operation by the other Members or the Managers of such properties and waives any claim for damages or otherwise, or rights to participate therein or with respect to the operation and profits or losses thereof.

5.10 Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other Entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

5.11 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error or judgment, for any mistake of fact or of law, or for any other act or thing which he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct or gross negligence or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Managers and the Company.

## ARTICLE VI

### CONTRIBUTIONS TO THE COMPANY

6.01 Initial Capital Contributions. Each Member, upon the execution of this Operating Agreement, shall make in immediately available funds, an initial Capital Contribution in the amount shown on Exhibit A, which is attached hereto. The initial Capital Contribution to be made by any Person who hereafter is admitted as a Member and acquires his Membership Interest from the Company shall be determined by the Members.

6.02 Additional Capital Contributions. The Members shall not be required to make any further Capital Contributions in addition to their respective initial Capital Contributions. The Members may make additional Capital Contributions to the Company only if such additional Capital Contributions are made pro rata by all the Members or the Members consent in writing to any non-pro rata contribution. The fair market value of any property other than cash or widely traded securities to be contributed as an additional Capital Contribution shall be (a) agreed upon by the contributing Member and a majority of the Membership Interests of the Members before contribution, or (b) determined by a disinterested appraiser selected by the Members. The Company shall not accept a Capital Contribution (other than the Capital Contributions listed in Exhibit A) from a Person who has not been admitted as a Member of the Company as provided in Article X hereof.

6.03 Interests and Return of Capital Contribution. No Member shall receive any interest on his Capital Contribution. Except as otherwise specifically provided for herein, the Members shall not be allowed to withdraw or have refunded any Capital Contribution. No Member shall have the right to receive property other than cash under any circumstance requiring a return of its contribution.

6.04 Limitation on Adding Other Members. No Person shall be added as a Member of the Company without the express written consent of the Managers. For purposes of this Section, the substitution of one or more Persons for a Member shall not be considered the addition of a Member.

6.05 Loans to the Company. If the Company has insufficient funds to meet its obligations as they come due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, the Company may, but shall not be required to, borrow necessary funds from one or more of the Members as designated by the Managers; provided that the terms of such borrowing shall be commercially reasonable and the Company shall not pledge its assets to secure such borrowing. The contributions required pursuant to Section 6.02 may be in the form of loans by the Members, and, if so, shall not be deemed Capital Contributions.

## ARTICLE VII

### DISTRIBUTIONS NOT ON TERMINATION

7.01 Net Cash Flow. Net Cash Flow shall be distributed to the Members from time to time in the discretion of the Managers (but at least once annually), pro rata in accordance with their Membership Interests.

7.02 Net Capital Proceeds. Net Capital Proceeds shall be distributed to the Members from time to time in the discretion of the Managers (but at least once annually), pro rata in accordance with their Membership Interests.

7.03 Taxable Income Priority Amounts. The Managers shall cause the Accountant to annually determine the amounts sufficient to pay federal and state income taxes on taxable income and/or gains allocated (or gains recognized) to the Members by the Company, assuming the payment of taxes at the highest marginal tax rates applicable to individuals (the "Taxable Income Priority Amounts"). If distributions to the Members for the Fiscal Year under this Article VII are less than the respective Taxable Income Priority Amounts of the Members, the Company shall distribute funds, to the extent that the Company has available funds as determined by the Managers in their reasonable discretion, to the Members to ensure that the distributions that they receive under this Article VII are equal to their Taxable Income Priority Amounts. The application of this Section 7.03 shall be consistent with allocations of income, profits, gains, losses, deductions and credits of the Company pursuant to Section 8.01.

## ARTICLE VIII

### ALLOCATION OF TAXABLE INCOME, GAIN AND LOSS NOT IN LIQUIDATION

#### 8.01 Allocations.

(a) The income, profits, gains, losses, deductions and credits of the Company for the Fiscal Year for book and tax accounting purposes shall be determined by the Accountant in accordance with applicable tax accounting principles and, except as provided in Subsections 8.01(b) through 8.01(h) below, shall be allocated to the Members, pro rata in accordance with their Membership Interests.

(b) Gains of the Company arising from an event, which may give rise to Capital Proceeds, shall be allocated in the following order of priority:

(1) To the Members with negative Capital Accounts (determined before distributions of Net Capital Proceeds pursuant to Section 7.02), pro rata in accordance with such negative Capital Accounts, until the negative Capital Account of each Member is brought to zero;

(2) To the Members that are entitled to receive a distribution of Net Capital Proceeds under Subsection 7.02, an amount equal to the excess, if any, of (I) the sum of the amounts distributable to them pursuant to Subsections 7.02(a) and (b) over (II) the positive Capital Account balances of such Members (determined after the

allocations under Section 8.01(b)(1)), pro rata in accordance with such excess amounts; and

(3) The balance, if any, to the Members, pro rata in accordance with their Membership Interests.

(c) Losses of the Company arising from an event that would give rise to Capital Proceeds shall be allocated in the following order of priority:

(1) To the Members with positive Capital Accounts (determined before distributions of Net Capital Proceeds pursuant to Section 7.02), pro rata in accordance with such positive Capital Accounts, until the positive Capital Account of each Member as so determined is brought to zero; and

(2) The balance, if any, to the Members, pro rata in accordance with their Membership Interests.

(d) The following provisions shall apply notwithstanding Subsections 8.01(a) through (c):

(1) Any gains otherwise allocable pursuant to Subsection 8.01(b) which are deemed to be ordinary income under Code Sections 1245 and 1250 shall be allocated among the various Members in the same proportion that the depreciation or cost recovery deductions subject to recapture as ordinary income were originally allocated to the Members, less any amounts previously allocated to Members pursuant to this Subsection 8.01(d)(1);

(2) Any taxable income, gain, loss, and deduction attributable to Contributed or Revalued Property shall be allocated among the Members so as to take into account any variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution or revaluation in accordance with Code Section 704(c) or the principles thereof, and any such allocations shall be made with reference to book income, gain, loss and deduction;

(3) If there is a net decrease in Minimum Gain of the Company for a Fiscal Year attributable to Nonrecourse Liabilities, then each Member shall be allocated items of income and gain for such year (and, if necessary, for subsequent years) in proportion to, and to the extent of, an amount equal to the greater of (i) the portion of such Member's share of the net decrease in Minimum Gain of the Company during such year that is allocable to the disposition of Company property subject to Nonrecourse Liabilities, or (ii) the deficit balance in such Member's Capital Account as determined pursuant to Treasury Regulations Sections 1.704-2(ii)(d) and 1.704-2(g)(1). This Subsection 8.01(d)(3) is intended to comply with the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently with such Regulation;

(4) If there is a net decrease in Minimum Gain of the Company for a Fiscal Year attributable to Member Nonrecourse Debt, then any Member with a share of the Minimum Gain attributable to such Member Nonrecourse Debt at the beginning of such year shall be allocated items of Company income and gain for such year (and, if necessary, for subsequent Fiscal Years) in proportion to, and to the extent of, an amount equal to the greater of (i) the portion of such Member's share of the net decrease in the Minimum Gain attributable to such Member Nonrecourse Debt that is allocable to the disposition of Company property subject to such Member Nonrecourse Debt, or (ii) the deficit balance in such Member's Capital Account as determined in accordance with Treasury Regulations Sections 1.704-1(b)(2)(ii)(d) and 1.704-2(i)(5). This Subsection 8.01(d)(4) is intended to comply with the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently with such Regulation;

(5) Member Nonrecourse Deductions for each Fiscal Year shall be allocated to the Members that bear or are deemed to bear the economic risk of loss for such debt within the meaning of Treasury Regulations Section 1.752-2 in accordance with the ratios in which such Members so share or are so deemed to share the economic risk of loss for such Member Nonrecourse Debt. Items to be allocated pursuant to this Subsection 8.01(d)(5) are intended to be allocated and determined in accordance with Treasury Regulations Section 1.704-2(i), and this Subsection 8.01(d)(5) shall be interpreted consistently with such Regulation;

(6) Before any allocation is made under Subsection 8.01 for each Fiscal Year, a Member that unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) shall be allocated items of income and gain (consisting of a pro rata portion of each item of Company income, including gross income, and gain for such year and, if necessary, subsequent years) in an amount and manner sufficient to eliminate any deficit in such Member's Capital Account (as determined in accordance with Treasury Regulations Section 1.704-1(b)(2)(ii)(d)) in excess of any limited dollar amount of such deficit balance that such Member is obligated to restore or deemed to be obligated to restore for purposes of such Regulation. This Subsection 8.01(d)(6) is intended to comply with the "qualified income offset" provisions of Treasury Regulations Section 1.704-2(b)(2)(ii)(d) and shall be interpreted consistently with such Regulation; and

(7) Before any other allocation is made under Subsection 8.01 for each Fiscal Year, items of income (including gross income), gain, loss and deduction shall be allocated so as to offset as quickly as possible any allocations made pursuant to Subsections 8.01(d)(3) or (4) to the extent not previously so offset.

(e) Any increase or decrease in the amount of any item of income, gain, loss, deduction or credit attributable to an adjustment to the basis of Company assets made pursuant to a valid election under the Code, and pursuant to corresponding provisions of applicable state and local tax laws, shall be charged or credited, as the case may be, to the Capital Accounts of those Members entitled thereto under such laws.

(f) Income, gain, losses and credits allocated to a Membership Interest assigned or reissued during a Fiscal Year shall be allocated to the Persons who were the holders of such Membership Interest during such Fiscal Year, in proportion to the number of days that each such holder was recognized as the owner of such Interest during such Fiscal Year, and without regard to the date, amount or recipient of any distributions which may have been made with respect to such Interest; provided, however, the Company shall use a "closing-of-the-books" method if (1) the transferor and transferee of such Interest both so request the Managers (and the Managers so agree) and agree to bear any additional costs reasonably incurred by the Company as a result of using such method and (ii) such method complies with Code Section 706.

(g) The Members' interests in Company profits for purposes of determining the Members' shares of the Nonrecourse Liabilities of the Company are hereby specified, in accordance with Treasury Regulation Section 1.752-3(a)(3), to be their Membership Interests.

(h) Each Member's allocable share of income, gains, losses and credits shall be allocated in accordance with Subsection 8.01 to the fullest extent permitted by Code Sections 704(b) and (c). In order to preserve and protect the allocations pursuant to this Subsection 8.01, income, gains, losses and credits arising in any Fiscal Year shall be allocated differently than otherwise provided for in Subsection 8.01, if, and to the extent that, in the opinion of the Managers, the allocations under Subsection 8.01 would violate Code Sections 704(b) and (c). Any allocation pursuant to this Subsection 8.01(h) shall be deemed to be a complete substitute for any allocation otherwise provided for in Subsection 8.01, and shall be so designed so as to produce, as nearly as legally permissible, comparable economic consequences to the affected Members. No amendment of this Agreement shall be required for such allocation.

#### 8.02 Capital Accounts.

(a) The Company shall maintain a Capital Account for each Member. The transferee of a Membership Interest shall succeed to the Capital Account of the transferor to the extent such Capital Account relates to the transferred Membership Interest.

(b) The Capital Accounts of the Members shall be adjusted (and Company property may be revalued on the books of the Company to reflect its fair market value) as required by Treasury Regulations Section 1.704-1(b)(2)(iv)(e), (l) and (m) upon (1) a termination of the Company under Code Section 708(b)(1)(B) or (2) the distribution of property other than money to a Company.

(c) The Managers in their reasonable discretion may adjust the Capital Accounts of the Members in the manner provided in Treasury Regulation 1.704-1(b)(2)(iv)(f).

(d) A Member may irrevocably elect to contribute to the Company any additional amount not exceeding any deficit in its Capital Account after allocation of gain or loss associated with liquidation. The election shall be made in writing, signed by the Member, and shall be delivered to the Managers prior to the close of the taxable year of the Company as to which the Member intends the election to become effective. The election shall specify a maximum amount that the Member agrees to so contribute to the Company. The electing Member may, by a subsequent election under this subsection, irrevocably elect to increase the maximum amount that the Member agrees to contribute to the Company, but in no event may the Member decrease the maximum amount.

## ARTICLE IX

### RECORDS, REPORTS, ETC.

9.01 Records. The Company shall maintain and make available to the Members its records to the extent provided in the Act.

9.02 Financial and Operating Statements and Tax Returns. Within seventy-five (75) days from the close of each fiscal year of the Company, the Managers shall cause to be delivered to each Member a statement setting forth such Member's allocable share of all tax items of the Company for such year, and all such other information as may be required to enable each Member to prepare his federal, state and local income tax returns in accordance with all then applicable laws, rules and regulations. The Managers also shall cause to be prepared and filed all federal, state and local income tax returns required of the Company for each fiscal year.

9.03 Banking. The funds of the Company shall be kept in one or more separate bank accounts in the name of the Company in such banks or other federally insured depositories as may be designated by the Managers, or shall otherwise be invested in the name of the Company in such manner and upon such terms and conditions as may be designated by the Managers. All withdrawals from any such bank accounts or investments established by the Managers hereunder shall be made on such signature or signatures as may be authorized from time to time by the Managers. Any account opened by the Managers for the Company shall not be commingled with other funds of the Managers or interested persons.

9.04 Power of Attorney.

(a) Each Member does hereby irrevocably constitute and appoint the Managers serving in office from time to time, and each of them, as such Member's true and lawful attorney, in his name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any certificate or other instrument which may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction in order to conduct business in any such jurisdiction, to the extent the Managers deem any such filing to be necessary or desirable.



(b) It is expressly understood, intended and agreed by each Member for himself, his successors and assigns that the grant of the power of attorney to the Managers pursuant to subsection (a) is coupled with an interest, is irrevocable, and shall survive the death or legal incompetence of the Member or such assignment of his Membership Interest.

(c) One of the ways that the aforementioned power of attorney may be exercised is by listing the names of the Members and having the signature of the Manager or Managers, as attorney-in-fact appear with the notation that the signatory is signing as attorney-in-fact of the listed Members.

## ARTICLE X

### ASSIGNMENT; RESIGNATION

10.01 Assignment Generally. Except as provided in Sections 10.02, 10.03, and 10.04 of this Operating Agreement, each Member hereby covenants and agrees that it will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise dispose of all or any part of its interest in the Company to any person, firm, corporation, trust or other entity without first offering in writing to sell such interest to the Company. The Company shall have the right to accept the offer at any time during the thirty (30) days following the date on which the written offer is delivered to the Company. The consent of all the Managers shall be required to authorize the exercise of such option by the Company. If the Company shall fail to accept the offer within the thirty (30) day period, such interest may during the following sixty (60) days be disposed of free of the restrictions imposed by this Operating Agreement; provided, however, that the purchase price for such interest shall not be less and the terms of purchase for such interest shall not be more favorable than the purchase price and terms of purchase that would have been applicable to the Company had the Company purchased the interest; provided further that the purchaser shall first become a Member pursuant to this Operating Agreement; and provided further that any interest not so disposed of within the sixty (60) day period shall thereafter remain subject to the terms of this Operating Agreement. Notwithstanding the preceding sentence, no assignee of a Membership Interest shall become a Member of the Company except upon the consent of the Members.

10.02 Gift to Family Member. Notwithstanding Section 10.01, a Member shall not be required to offer to sell its Membership Interest to the Company prior to transferring its Membership Interest to the spouse or any descendants of the general partner or managing member of such Member, or to a trust the sole beneficiaries of which are one or more of the spouse and the descendants of the general partner or managing member of such Member, provided that such transfer is by way of inter vivo gift or testamentary or intestate succession. Notwithstanding the preceding sentence, no assignee of a Membership Interest by way of inter vivo gift shall become a Member of the Company except upon the consent of the Managers; or, if there are no Managers, upon the consent of the Members.

10.03 Transfers from Custodianships. Notwithstanding Section 10.01, any Membership Interest which is held by a custodian for a minor under the laws of the Commonwealth of Virginia or any other state shall be fully transferable and assignable to the minor, without an offer being made to the Company, when the minor reaches the age of termination of such custodianship under the applicable statute.

10.04 Purchase of Certain Membership Interests.

(a) If an Option Event (as defined below) occurs with respect to any Member (an "Option Member"), the Company shall have the option to purchase the Option Member's Membership Interest upon the terms and conditions set forth in this Section 10.04. For purposes of the foregoing, an "Option Event" shall mean the (i) the occurrence of any event set forth in Section 11.01(c) hereof, if all or the requisite remaining Members consent to continue the business of the Company as provided therein, or (ii) the inability of a Member to pay his debts generally as they become due, or any assignment by a Member for the benefit of his creditors, or the filing by a Member of a voluntary petition in bankruptcy or similar insolvency proceedings, or the filing against a Member of an involuntary petition in bankruptcy or similar insolvency proceeding that is not dismissed within ninety (90) days thereafter. The term "Option Member" shall include an Option Member's personal representative or trustee in bankruptcy, to the extent applicable.

(b) Upon any Option Event occurring to an Option Member, the Option Member shall deliver written notice of the occurrence of such Option Event to the Company. The Company shall have the option, but not the obligation, to purchase the Option Member's Membership Interest at any time during the sixty (60) day period immediately following the date on which it receives notice of the occurrence of the Option Event. Such option shall entitle the Company to purchase such Membership Interest for the fair market value of such Membership Interest. The fair market value of the interest shall be the amount that the Option Member would receive in exchange for his entire interest in the Company if the Company sold all of its assets, subject to their liabilities, at their fair market value as of the date on which the Option Event occurred and distributed the net proceeds from such sale in complete liquidation of the Company. The consent of the Managers shall be required to authorize the exercise of such option by the Company. Such option must be exercised by delivery of a written notice from the Company to the Option Member during the aforementioned period. Upon delivery of such notice the exercise of such option shall be final and binding on the Company and the Option Member.

(c) If the foregoing option is not exercised, the business of the Company shall continue, and the Option Member shall retain his Membership Interest.

(d) The fair market value of the Option Member's Membership Interest shall be determined as expeditiously as possible by a disinterested appraiser mutually selected by the Option Member and the Company (the Company's selection being made

by the Managers). If the Option Member and the Company are unable to agree on a disinterested appraiser, then the Option Member and the Company shall each select a disinterested appraiser and if the disinterested appraisers selected are not able to agree as to the fair market value of the interest, then the two disinterested appraisers shall select a third disinterested appraiser who shall determine the fair market value. The determination of the fair market value of the Option Member's Membership Interest by the appraiser or appraisers shall be conclusive and binding on all parties. All costs of an appraiser mutually selected by the Option Member and the Company or the two disinterested appraisers shall be shared equally by the Option Member and the Company.

(e) If the option to purchase the Option Member's Membership Interest is exercised by the Company, then not later than thirty (30) days after the date on which the appraisal described above is complete (the "Appraisal Date"), the Company shall make a distribution of property (which may be cash or other assets of the Company) to the Option Member with a value equal in amount to the fair market value of the Option Member's Membership Interest; provided, however, that at the election of the Company such distribution to the Option Member may be made in five (5) equal annual installments, the first of which shall be made on the thirtieth (30th) day after the Appraisal Date and one of which shall be made on the same date in each of the four (4) years thereafter, provided, further, however, that notwithstanding an election by the Company to make the distribution to the Option Member in five (5) equal annual installments, the Company may accelerate without penalty all of such installments at any time or any part of such installment at any time. If the Company elects to make distributions to the Option Member in five (5) equal annual installments as provided herein, the Company, in addition to such annual installments, shall pay the Option Member additional amounts computed as if the Option Member were entitled to interest on the undistributed amount of the total distribution to which the Option Member is entitled hereunder at an annual rate equal to the annual Federal Mid-Term Rate in effect under Code Section 1274(d), as determined on the thirtieth (30<sup>th</sup>) day after the Appraisal Date, which additional amounts, computed like interest, shall be due and payable on the same dates as the annual installments of the distribution payable to the Option Member hereunder. Any unpaid capital contributions of the Option Member and any damages occurring to the Company as a result of the Option Event shall be taken into account in determining the net amount due the Option Member at the closing, and any excess of such unpaid capital contributions or damages over the amount due at closing shall be netted against subsequent installment payments as they become due.

(f) If at a time when the Company has an option to purchase an Option Member's Membership Interest, it is prohibited from purchasing all or any portion of such Membership Interest pursuant to the Act or any loan agreement or similar restrictive agreement, the Option Member and the remaining Members shall, to the extent permitted by law, take appropriate action to adjust the value of the Company's assets from book value to a fair valuation based on accounting practices and principles that are reasonable under the circumstances in order to permit the Company to purchase such Membership Interest. If the Company becomes obligated to purchase an Option Member's Membership Interest under this Section and the above action cannot be taken or does

not create sufficient value to permit the Company to do so, the Company shall be obligated to purchase the portion of the Membership Interest it is permitted to purchase.

(g) In order to fund any obligations under this Operating Agreement, the Company or the Members may maintain such life insurance policies on the lives of one or more Members as the Members determine from time to time to be desirable.

10.05 Absolute Prohibition. Notwithstanding any other provision in this Article X, the Membership Interest of a Member, in whole or in part, or any rights to distributions therefrom, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest or otherwise transferred or encumbered, if, as a result thereof, the Company would be terminated for federal income tax purposes in the opinion of counsel for the Company or such action would result in a violation of federal or state securities laws in the opinion of counsel for the Company.

10.06 Members Acquiring Membership Interest from Company. No Person, other than the initial Members, who acquires a Membership Interest from the Company shall be admitted as a Member of the Company, except upon the consent of the Members.

10.07 Resignation. No Member shall be entitled to resign from the Company except upon the written consent of the Members. Any attempted resignation without such consent shall be of no force or effect.

10.08 Effect of Prohibited Action. Any transfer or other action in violation of this Article shall be void ab initio and of no force or effect whatsoever.

10.09 Rights of an Assignee. If an assignee of a Membership Interest is not admitted as a Member because of the failure to satisfy the requirements of Section 10.01 or 10.05 hereof, such assignee shall nevertheless be entitled to receive such distributions from the Company as the assigning Member would have been entitled to receive under Article VII and Section 11.04(c) of this Operating Agreement with respect to such Membership Interest had the assigning Member retained such Membership Interest.

## ARTICLE XI

### DISSOLUTION AND TERMINATION

11.01 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

- (a) Any event which under the Articles requires dissolution of the Company.
- (b) The written consent of the Members to the dissolution of the Company.

(c) The death, permitted resignation, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued Membership of such Member in the Company unless the business of the Company is continued by the consent of a majority in interest of the remaining Members.

(d) The entry of a decree of judicial dissolution of the Company as provided in the Act.

(e) Any event not set forth above that, under the Act, requires dissolution of the Company.

11.02 Liquidation. Upon the dissolution of the Company, it shall wind up its affairs and distribute its assets in accordance with the Act by either or a combination of both of the following methods as the Members shall determine:

(a) Selling the Company's assets and, after the payment of the Company's liabilities, distributing the net proceeds therefrom to the Members in proportion to their Membership Interests and in satisfaction thereof.

(b) Distributing the Company's assets to the Members in kind with each Member accepting an undivided interest in the Company's assets, subject to its liabilities, in satisfaction of its Membership Interest. The interest conveyed to each Member in such assets shall constitute a percentage of the entire interests in such assets equal to such Member's Membership Interest.

11.03 Orderly Liquidation. A reasonable time as determined by the Managers not to exceed eighteen (18) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

11.04 Distributions. Upon liquidation, the Company's assets, including any cash on hand, shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves which the Managers (or the Person or Persons carrying out the liquidation) deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Managers (or the Person or Persons carrying out the liquidation) shall deem advisable, but in no event to exceed eighteen (18) months, the Company shall distribute the balance thereof in the manner provided in the following subsections; then

(c) Third the balance, if any, to the members in accordance with their Membership Interests.

(d) In the event of a distribution in liquidation of the Company's property in kind, the fair market value of such property shall be determined by a qualified and disinterested appraiser, selected by the Managers (or the person or persons carrying out the liquidation), and each Member shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subsection if such property were sold at such fair market value.

11.05 Taxable Gain or Loss. Taxable income, gain and loss from the sale or distribution of Company property incurred upon or during liquidation and termination of the Company shall be allocated to the Members as provided in Section 8.01 above; provided, however, that references to "Article VII" in Section 8.01 shall be replaced with "Section 11.04" for purposes of this Section 11.05.

11.06 No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

12.01 Arbitration. Any dispute or claim arising out of or in connection with this Operating Agreement, or any breach or alleged breach thereof, shall be settled by binding arbitration in accordance with the applicable rules for commercial arbitration with expedited review of (and by an independent arbitrator selected by) the American Arbitration Association. Such arbitration shall be conducted in the metropolitan Richmond, Virginia area. The decision of the arbitrator shall be final and the costs of the parties to the arbitration, including reasonable attorneys' fees, shall be borne by the losing party in the manner determined by the arbitrator.

12.02 Attorneys' Fees. In the event any party brings an action to enforce any provisions of this Operating Agreement, whether such action is at law, in equity or otherwise, and such party prevails in such action, such party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorneys' fees and court costs.

12.03 Notices. Any notice, report, demand, request, approval or other communication required, permitted or desired under this Agreement shall be in writing and (1) hand delivered, (2) deposited in the United States registered or certified mail, return receipt requested, postage prepaid, or (3) deposited with Federal Express or

similar overnight delivery services, at the following addresses (or such other addresses designated by proper notice), and shall be deemed delivered when received or refused:

To the Company:	ERDT Manger, LLC 501 Commerce Road Richmond, VA 23224
To Individual Members:	At the addresses shown for the same in Article III, above
To the Managers:	Canterbury Development Group, LLC 501 Commerce Road Richmond, VA 23224

12.04 Application of Virginia Law. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Virginia, without reference to its choice of law provisions, and specifically the Act.

12.05 Amendments. No amendment or modification of this Operating Agreement shall be effective except upon the written consent of the Members.

12.06 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

12.07 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

12.08 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.09 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12.10 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.11 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

12.12 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

12.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.


12.14 Entire Agreement. This Operating Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.



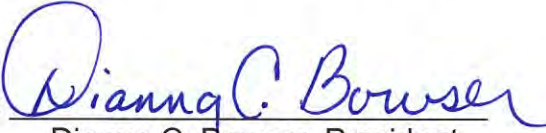
**IN WITNESS WHEREOF**, the undersigned, being the Members of the Company, hereby agree, acknowledge, and certify that the foregoing Operating Agreement constitutes the entire Operating Agreement of the Company, adopted as of the date first hereinabove mentioned.

**Members:**

Canterbury Development Group, LLC

By:   
Gerald W. "Junior" Burr, Jr., Manager

SCD-Warwick, Inc., a Virginia corporation

By:   
Dianna C. Bowser, President

**EXHIBIT A**

<b><u>MEMBER</u></b>	<b><u>PERCENTAGE INTEREST</u></b>	<b><u>CAPITAL CONTRIBUTION</u></b>
Canterbury Development Group, LLC	51%	\$51.00
SCD-Warwick, Inc.	49%	\$49.00
<b>TOTAL:</b>	<b><u>100%</u></b>	<b><u>\$100.00</u></b>

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Emporia Rail Depot Townhomes, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 13, 2023; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 7, 2024

A handwritten signature in cursive script, reading "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)



## Previous Participation Certification

Development Name: Emporia Rail Depot Townhomes

Name of Applicant (entity): Emporia Rail Depot Townhomes, LLC

The undersigned, being duly authorized to sign on behalf of the Applicant, provide this Certification with the understanding that Virginia Housing intends to rely upon the statements made herein for the purpose of awarding and allocating federal low-income housing tax credits.

The following terms shall be defined as follows for the purpose of this Certification:

- "Principal" has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification.
- "Participant" means the Principals of the Owner who will participate in the ownership of the Development identified above and includes Principals who may not be required to be individually listed within a Schedule A attached hereto.

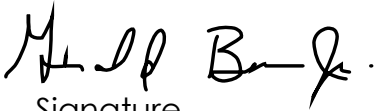
Accordingly, I **hereby certify the following:**

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.

5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
7. None of the Participants has been convicted of a felony and is not presently the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.
8. None of the Participants has been suspended, debarred, or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the Participants is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the Participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. None of the Participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the Participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

Failure to disclose information about properties which have been found to be out of compliance or any material misrepresentations are grounds for rejection of an application and prohibition against future applications.

A handwritten signature in black ink, appearing to read "Gerald Burr, Jr.", with a stylized flourish at the end.

Signature

Gerald Burr, Jr.

Printed Name

March 12, 2024

Date (no more than 30 days prior to submission of the Application)



# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# List of LIHTC Developments (Schedule A)



Development Name: Emporia Rail Depot Townhomes  
 Name of Applicant: Emporia Rail Depot Townhomes LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:** •For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.  
 •For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.  
 •For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Gerald Burr, Jr. Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
 Y or N

Development #	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Townhomes at Warwick Place II Richmond, VA	New Warwick Townhomes 2, LLC (804) 530-2109	Y	30	30	4/26/2021	1/23/2023	N
2	Townhomes at Warwick Place Richmond, VA	New Warwick Townhomes, LLC (804) 530-2109	Y	40	40	9/30/2015	7/27/2016	N
3	Whittaker Place Newport News, VA	Whittaker Place, LLC (757) 595-2300	N	67	67	11/1/2019	8/8/2020	N
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
36								
37								
38								
39								
40								

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

**1st PAGE**  
**TOTAL:**            137            137            100%            **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Emporia Rail Depot Townhomes  
 Name of Applicant: Emporia Rail Depot Townhomes LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Michelle Taylor Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 <b>NO PREVIOUS EXPERIENCE</b>							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Emporia Rail Depot Townhomes  
 Name of Applicant: Emporia Rail Depot Townhomes LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: Barrett Franklin Controlling GP (CGP) or 'Named' Managing Member of Proposed property? Y  
Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 <b>NO PREVIOUS EXPERIENCE</b>							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

ADD ADDITIONAL PROPERTIES USING NEXT TAB

# List of LIHTC Developments (Schedule A)



Development Name: Emporia Rail Depot Townhomes  
 Name of Applicant: Emporia Rail Depot Townhomes LLC

**INSTRUCTIONS:**

- 1 **1. A Schedule A is required for every individual that makes up the GP or Managing Member, except as follows:**
  - For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, you are only required to list the names of any officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder holding a 25% or more interest in said Principal.
  - For Principals organized as a limited liability company with more than 100 individual members, you are only required to list the names of any officers and any managing members responsible for managing the affairs of the company, along with the name of any individual member holding 25% or more interest in the Principal.
  - For Principals organized as a trust, you are only required to list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience for the past 15 years.
- 4 Use separate pages as needed, for each principal.

Principal's Name: SCD-Warwick, Inc. Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\* N  
Y or N

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1 Townhomes at Warwick Place II Richmond, VA	New Warwick Townhomes 2, LLC	N	30	30	4/26/2021	1/23/2023	N
2 Townhomes at Warwick Place Richmond, VA	New Warwick Townhomes, LLC	N	40	40	9/30/2015	7/27/2016	N
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
32							
33							
34							
35							
36							
37							
38							
39							
40							

\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

**1st PAGE**  
**TOTAL:**      70      70      **LIHTC as % of**  
 100%      **Total Units**



# **Tab E:**

Site Control Documentation & Most Recent Real  
Estate Tax Assessment (MANDATORY)

**AMENDED AND RESTATED**  
**REAL ESTATE DONATION AGREEMENT**

THIS AMENDED AND RESTATED REAL ESTATE DONATION AGREEMENT ("Agreement"), is made and entered into as of the 1<sup>st</sup> day of March, 2024, by and between the **City of Emporia, Virginia**, a political subdivision of the Commonwealth of Virginia ("Donor"), and **Southside Community Development & Housing Corporation**, a Virginia non-stock corporation ("Donee"), hereby recites and provides, as follows:

- A. Donor and Donee previously entered into that certain Real Estate Donation Agreement (the "Original Agreement") as of March 1, 2023.
- B. By this Agreement, Donor and Donee desire to amend and restate the Original Agreement to extend the deadline for Settlement (as defined in the Agreement) from June 30, 2024, to December 1, 2025, while changing no other terms.

**THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants set forth herein, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereby agree as follows:

**1. Property.** Subject to the terms and conditions contained herein, the Donor agrees to donate and convey to the Donee, and the Donee agrees to accept from Donor, on the terms and conditions set forth herein, the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by reference consisting of a parcels of land, in the City of Emporia, Virginia, used for multifamily housing (the "Property"). The Donor will convey the Property free and clear of all liens, but subject to all covenants, easements, restrictions, reservations and matters of record affecting the Property and accepted per Paragraph 5, below.

**2. Development Agreement and Ownership Structure.**

(a) As an express condition of the Donor's donation of the Property to the Donee agrees to have the Property developed as up to 52 townhouses for rent as affordable housing (the "Development"). The preliminary site plan for the Development is as shown in the attached Exhibit "B".

(b) In order to finance the Development, in part, Donee shall apply for an allocation of low-income housing tax credits (the "Allocation") from the Virginia Housing and Development Authority ("VHDA"). Due to nature of how such Allocation is implemented, the Allocation will be applied for by Emporia Rail Depot Townhomes, LLC, a Virginia limited liability company ("ERDT"). ERDT will initially be owned by ERDT Manager, LLC, a Virginia limited liability company (the "Managing Member"), who, after



admission of the tax credit equity investor, will serve as the managing member of ERDT. The Managing Member will remain owned by Donee (through its subsidiary, SCD-Warwick, Inc., which is necessary for tax-credit projects), together with its development partner, Canterbury Development Group, LLC. In this way, Donee will fulfill its obligation to complete the Development through ERDT.

(c) After Donee receives the Property from Donor, Donee shall grant the Property to SCD-Warick, Inc., who will contribute the Property to the Managing Member as a capital contribution to the Managing Member. Then, the Managing Member will contribute the Property to ERDT as a capital contribution to ERDT. In this way, the Property will ultimately be titled in the name of ERDT in order for Donee to direct and complete the Development through ERDT.

**3. Conditions Precedent.** Donor's obligation to Donate the Property to Donee, and Donee's obligation to complete the Development, shall be conditioned on PCH receiving the Allocation, and such Allocation being in an amount sufficient in Donee's discretion, after a review of the other sources of financing, to allow ERDT to finance the Development. The timing of closing and the transfer of the Property from Donor to Donee will be contingent on Donee having its construction financing and tax credit equity syndication ready to close, such that the transfer of the Property, the construction financing, and the tax credit equity syndication can close in a single transaction.

**4. "As Is" Conveyance of Property; No Warranties.** The Property shall be donated and conveyed "AS IS, WHERE IS" and title and possession shall be subject to:

(a) All present and future zoning, building and environmental laws, ordinances, codes, restrictions and regulations of any municipal, state, federal or other authority having jurisdiction over the Property, including, without limitation, any proffered conditions affecting the Property. Donor recognizes that Donee will subdivide the Property to form individual lots for the townhouses, and Donor will cooperate with Donor as to the same.

(b) The physical condition and state of repair of the Property as of the date of the Settlement; Donee hereby agrees to accept the Property and all features and components thereof "AS-IS, WHERE-IS". Donor hereby disclaims any and all warranties pertaining to the Property, including, without limitation, warranties of habitability, merchantability, marketability, development, use or fitness for a particular use, and Donee hereby releases and discharges Donor from any and all of such obligations, claims, demands and liabilities and from any and all obligations arising out of, resulting from or related to the Property, including but not limited to, any right or claims of contribution, arising out of, resulting from or related to the environmental status of the Property and the existence of hazardous waste, hazardous substances or petroleum products (or any other contamination) upon or within the Property.

(c) All covenants, agreements, restrictions and easements of record except as objected in Paragraph 5, below.

(d) The lien of all real estate taxes, whether or not due or payable, to be apportioned as of midnight of the day before Settlement.

**5. Examination of Title and Survey.** Donee shall, prior to Settlement, deliver a written statement of objections to any items reflected in a current title report or survey of the Property that would make title uninsurable. In the event Donee does not furnish Donor with a written statement of objections prior to Settlement, Donee shall be deemed to have waived any and all objections to the status of title and survey to the Property and shall be deemed to have approved all matters of record. In the event that Donee advises Donor of any objections as to the insurability of title or survey, Donor shall have the right, but not the obligation, to cure any such objections. In the event Donor elects not to cure any such objections or attempts to cure same but is unable to cure such objections, Donee shall have the option to (i) waive said objections and to proceed with accepting the donation of the Property and proceeding with the Development on the terms contained herein, or (ii) terminate this Agreement. In the event Donor elects to cure any objections raised by Donee concerning said title or survey, Donor shall have a reasonable period of time within which to cure such objections, and the Settlement date shall be extended accordingly. Title insurance endorsements shall be deemed satisfactory cure of any title or survey objections.

**6. Settlement.**

(a) **Time and Place.** Settlement of the purchase and sale of the Property shall occur concurrently with the closing of Donee's construction financing and tax credit equity syndication, but no later than on or before December 1, 2025, ("Settlement"). Settlement shall be made at the offices of Donee's title company or such other location as Donee may reasonably designate.

(b) **Donee's Deliveries.** At Settlement, the Donee shall deliver whatever funds are necessary to record the Deed, which shall be payable by wire transfer of funds to Donee's title company's account.

(c) **Donor's Deliveries.** Donor shall deliver the following to Donee in form and substance satisfactory to Purchaser: (i) a special warranty deed (the "Deed") conveying fee simple title to the Property; (ii) an affidavit as typically required by Donee's title company; (iii) a Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code of 1986; and (iv) a Virginia Department of Taxation Form R-5 or R-5E, as applicable.

(d) **Costs.** The Donor shall pay the costs of preparing the Deed, and the Grantor's Tax thereon, if any. The Donee shall pay for all transfer taxes for recording the Deed, any settlement fee charged by Donee's title company, the cost of

recording any Deed of Trust and any UCC-1s and a lender's title insurance policy, the examination of title to the Property and all premiums charged by the Donee's title insurance company, and the survey cost. Real estate taxes, rents, common area maintenance costs, utilities, assessments and any other related fees shall be prorated between Donor and Donee as of Settlement.

**7. Risk of Loss.** Risk of loss by reason of fire or other casualty or by exercise of the power of eminent domain shall remain on the Donor with respect to the Property until legal title to the Property is transferred to the Donee. If the Property is damaged by casualty or taken by exercise of the power of eminent domain prior to the transfer of the legal title thereto, the Donee may, at its option, either (i) terminate the obligation to receive the Property and carry out the Development, or (ii) waive the foregoing right and proceed to receive the Property and carry out the Development, as provided herein, in which event all insurance or condemnation proceeds, if any, payable to the Donor in connection with the casualty or taking shall be paid to the Donee.

**8. Donor's Inability to Convey Title.** In the event that Donor is unable to convey title in accordance with the terms of this Agreement for any reason whatsoever, Donee's sole remedy shall be to terminate this Agreement, in which event neither party shall have any further liability hereunder. Donee may, nevertheless, accept such title as Donor may be able to convey, without any other liability on the part of Donor. Donor represents and warrants that, as of the date of this Agreement, Donor has title to all of parcels of land comprising the Property.

**9. Donee's Default.** In the event that Donee fails or refuses to perform its obligations hereunder, (a) prior to Settlement, then Donor shall be entitled, after providing notice of default to Donee and allowing a reasonable time to cure such default, to terminate this Agreement; (b) after Settlement, but prior to Donee's closing its construction financing for the Development, then Donor shall be entitled, after providing notice of default to Donee and a reasonable time to cure such default, to terminate this Agreement and Donee (or ERDT, as applicable) shall return the Property to Donor; or (c) after Settlement, and after Donee has closed its construction financing for the Development, then Donor shall be entitled, after providing notice of default to Donee and a reasonable time to cure such default, to make such claim for damages against Donee as may be appropriate under the circumstances. Donor recognizes that in order for Donee to secure construction financing for the Development, Donor may not hold a right of reverter or any other right to recover the Property ahead of any lender of Donee secured by a lien on the Property. As such, once Donee closes its construction financing and pledges the Property as collateral to a lender, any right of reverter to Donor or any right of Donor to recover the Property shall be terminated.

**10. Authority.** The undersigned persons executing and delivering this Agreement on behalf of Donee and Donor represent and certify that they have been fully empowered and authorized to do the same.

**11. Broker.** Each party hereunder represents and warrants that it did not consult or deal with any broker or agent, real estate or otherwise, with regard to this Agreement or the transactions contemplated hereby. Each party hereto agrees to indemnify and hold harmless the other party from all liability, expense, loss, cost or damage, including reasonable attorneys' fees, that may arise by reason of any claim, demand or suit of any agent or broker arising out of facts constituting a breach of the foregoing representations and warranties.

**12. Notices.** Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if delivered by hand by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed as follows:

For the Donor:                      City of Emporia  
   201 South Main Street  
   Post Office Box 511  
   Emporia, Virginia 23847

For the Donee:                      Southside Community Development &  
   Housing Corporation  
   Attn.: Dianna Bowser  
   1624 Hull Street  
   Richmond, VA 23224

**13. No Assignment.** Donee's rights and obligations hereunder may not be assigned or transferred without the prior written consent of Donor.

**14. Entire Agreement.** This Agreement contains the entire agreement between the Donor and the Donee relating to the Property and supersedes all prior and contemporaneous negotiations, agreements, written and oral, between the parties. This Agreement shall not be amended or modified and no waiver of any provision hereto shall be effective unless set forth in writing signed by the parties.

**15. Governing Law; Construction.**

(a) This Agreement shall be interpreted and enforced according to the laws of the Commonwealth of Virginia, and the terms and provisions hereof shall survive the Settlement, except as otherwise provided herein.

(b) All headings of sections of this Agreement are inserted for convenience only.

(c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.

(d) The provisions of this Agreement are intended to be for the sole benefit of the parties hereto, and their respective successors and assigns.

(e) This Agreement shall be construed without regard to any presumption or rule requiring construction against the party responsible for the drafting of this Agreement.

**16. Survival.** The terms and conditions of this Agreement shall survive closing and the delivery of the Deed by Donor and the acceptance thereof by Donee.

**17. Exhibits.** This Agreement includes the following Exhibits:

Exhibit A - Description of the Property

Exhibit B – Preliminary Site Plan of the Development

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

**DONOR:**

**City of Emporia, Virginia**, a political subdivision of the Commonwealth of Virginia

By: William E. Johnson, III  
Name: William E. Johnson, III  
Its: City Manager

Approved as to Form:

Eric A. Gregory  
City Attorney

**DONEE:**

**Southside Community Development & Housing Corporation**, a Virginia non-stock corporation

By: Dianna Bowser  
Name: Dianna Bowser  
Its: President and CEO

## EXHIBIT "A" - PROPERTY DESCRIPTION

All those certain lots or parcels of land, and the platted but undeveloped streets between them, all as necessary to make up the site plan for the Development shown in Exhibit "B", and generally known and generally described as:

### Parcel B

BEGINNING at an iron pin found in the southwesterly line of Atlantic Street at the northwest corner of lands now or formerly of R. C. and Ann K. Newsome (D.E. 100, Pg. 730); -thence with the Newsome lands the following two (2) courses:

- 1- South 389 37' 08" West 97.84 ft. to an iron pin found, and
- 2- South 499 56' 46" East, passing an iron pin set at 177.14 ft., a total distance of 212.00 ft. to a point in Reese Street; thence South 32' 53' 15" West 516.04 ft. to a painted mark on a steel grate at or near the intersection of Reese Street with the northeasterly line of Southampton Street; thence along Southampton Street, North 59' 18' 57" West 367.39 ft. to an iron pin set 53.00 ft. southeast of Grantor's most westerly railroad track; thence North 39' 06' 54" East 678.47 ft. to an iron pin set 53.00 ft. southeast of the westerly railroad track in the southwesterly line of Atlantic Street; thence with the southwesterly line of Atlantic Street, South 44• 40' 08" East 95-18 ft. to the POINT OF BEGINNING; containing 4.42 acres, more or less.

**EXHIBIT "B" – PRELIMINARY SITE PLAN OF THE DEVELOPMENT**







# CITY OF EMPORIA

March 11, 2024,

The below table shows the assessed values for the Emporia City-Owned Lot 49. For the past 16 years, Lot 49 has consisted of two adjacent City-Owned properties: Lot 49C (also known as 400 Halifax Street) and Lot 49B (also known as 307 Reese Street and the site of the proposed Emporia Rail Depot Townhomes development). Lot 49C has one structure and Lot 49B is vacant. The City of Emporia is currently in the process of separating the properties in preparation for the donation of Lot 49B (307 Reese Street) to Southside Community Development & Housing Corporation (SCDHC). Lot 49B is approximately 4.32 acres. At \$25,000 per acre, the current total value of Lot 49B would be **\$108,000**. The value of this property has stayed the same for the last 16 years.

## Tax Assessments, 307 Reese Street, Emporia, VA

YEAR	LAND	BUILDINGS	TOTAL VALUE
2023	117,500	106,700	224,200
2022	117,500	106,700	224,200
2021	117,500	105,200	222,700
2020	117,500	105,200	222,700
2019	117,500	105,700	223,200
2018	117,500	105,700	223,200
2017	117,500	105,700	223,200
2016	117,500	105,700	223,200
2015	117,500	116,900	234,400
2014	117,500	116,900	234,400
2013	117,500	120,500	238,000
2012	117,500	120,500	238,000
2011	117,500	138,800	256,300
2010	117,500	138,800	256,600
2009	117,500	134,400	251,900
2008	117,500	134,400	251,900

Please contact me at (434) 634-3332 if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "William E. Johnson, III".

William E. Johnson, III  
City Manager, City of Emporia

# **Tab F:**

RESNET Rater Certification (MANDATORY)

## RESNET Rater Certification of Development Plans

Deal Name \_\_\_\_\_

Deal Address \_\_\_\_\_

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP). In the event the plans and specifications do not include requirements to meet the QAP baseline energy performance, then those requirements still must be met, even though the application is accepted for credits.

**\*\*\* Please note that this may cause the Application to be ineligible for credits. The Requirements apply to any new, adaptive reuse or rehabilitated development (including those serving elderly and/or physically disabled households).**

### In addition provide HERS rating documentation as specified in the manual

\_\_\_\_\_ **New Construction** – EnergyStar Certification

The development's design meets the criteria for the EnergyStar certification. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to Virginia Housing.

\_\_\_\_\_ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;

**Or Must evidence a HERS Index of 80 or better**

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

\_\_\_\_\_ **Adaptive Reuse** – Must evidence a HERS Index of 95 or better.

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

### Additional Optional Certifications

I certify that the development's plans and specifications incorporate all items for the certification as indicated below, and I am a certified verifier of said certification. In the event the plans and specifications do not include requirements to obtain the certification, then those requirements still must be met, even though the application is accepted for credits. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide Certification to Virginia Housing.

\_\_\_\_\_ **Earthcraft Certification** – The development's design meets the criteria to obtain Viridian's EarthCraft Multifamily program Gold certification or higher.

\_\_\_\_\_ **LEED Certification** – The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: vPaaAwQ2

## HERS® Index Score:

# 58

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$736

\*Relative to an average U.S. home

**Home:**  
307 Reese Street  
Emporia, VA 23847

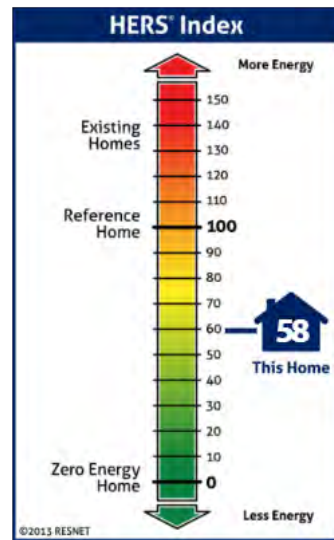
**Builder:**  
Canterbury Enterprises LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.0
Cooling	1.7
Hot Water	4.1
Lights/Appliances	11.2
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>21.0</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	E (1BR, FL1)
Community:	Townhomes
Conditioned Floor Area:	812 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	25 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-14
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/15/23 at 1:51 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: da88p3NL

## HERS® Index Score:

# 61

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,256

\*Relative to an average U.S. home

**Home:**  
307 Reese Street  
Emporia, VA 23847

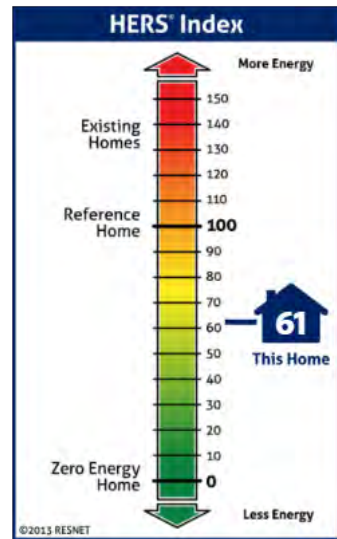
**Builder:**  
Canterbury Enterprises LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	11.8
Cooling	3.5
Hot Water	6.6
Lights/Appliances	16.2
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>38.1</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR v3.1  
ENERGY STAR v3



## Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	B (3BR, TH)
Community:	Townhomes
Conditioned Floor Area:	1,615 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 44 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-14
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/15/23 at 1:51 PM



Ekotrope RATER - Version:4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: LXEEw1ad

## HERS® Index Score:

# 60

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,148

\*Relative to an average U.S. home

## Home:

307 Reese Street  
Emporia, VA 23847

## Builder:

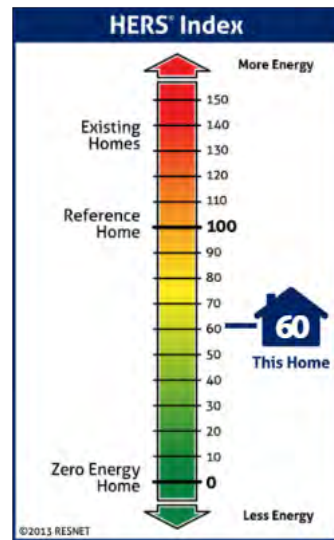
Canterbury Enterprises LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	8.1
Cooling	3.2
Hot Water	6.7
Lights/Appliances	15.6
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>33.7</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR v3.1  
ENERGY STAR v3



## Home Feature Summary:

Home Type:	Townhouse, inside unit
Model:	D (3BR, TH)
Community:	Townhomes
Conditioned Floor Area:	1,435 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 44 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-14
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/15/23 at 1:51 PM





# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: dG55kzR2

## HERS® Index Score:

# 60

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,185

\*Relative to an average U.S. home

## Home:

307 Reese Street  
Emporia, VA 23847

## Builder:

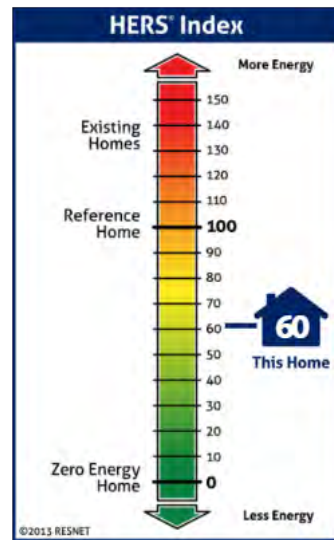
Canterbury Enterprises LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	9.1
Cooling	3.3
Hot Water	6.8
Lights/Appliances	16.0
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>35.2</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR v3.1  
ENERGY STAR v3



## Home Feature Summary:

Home Type:	Townhouse, inside unit
Model:	C (3BR, TH)
Community:	Townhomes
Conditioned Floor Area:	1,526 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 44 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-14
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/15/23 at 1:51 PM



Ekotrope RATER - Version:4.1.0.3117

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: LXEEwY9d

## HERS® Index Score:

# 58

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$790

\*Relative to an average U.S. home

**Home:**  
307 Reese Street  
Emporia, VA 23847

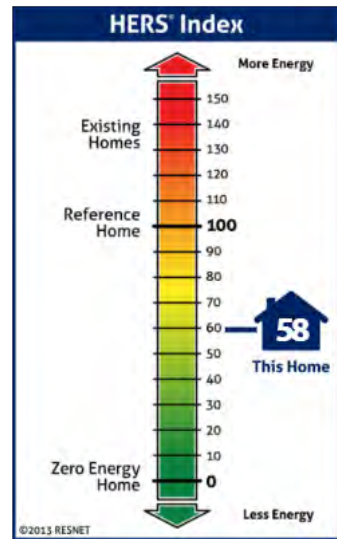
**Builder:**  
Canterbury Enterprises LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	4.6
Cooling	2.1
Hot Water	4.1
Lights/Appliances	11.6
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>22.4</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1  
ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	F (1BR, FL2)
Community:	Townhomes
Conditioned Floor Area:	900 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 14.3 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	25 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-14
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/15/23 at 1:51 PM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-02

Registry ID:

Ekotrope ID: L7uap5vv

## HERS® Index Score:

# 61

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,192

\*Relative to an average U.S. home

**Home:**  
307 Reese Street  
Emporia, VA 23847

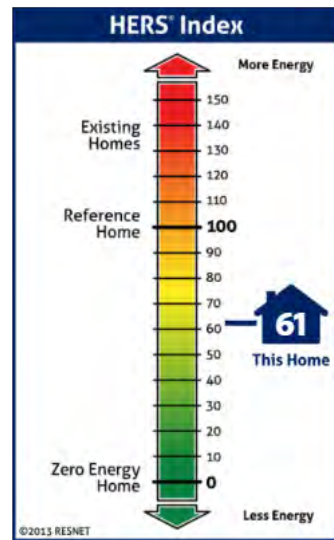
**Builder:**  
Canterbury Enterprises LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]
Heating	11.2
Cooling	3.3
Hot water	6.5
Lights/Appliances	15.7
Service Charges	
Generation (e.g. Solar)	0.0
<b>Total:</b>	<b>36.6</b>

## This home meets or exceeds the criteria of the following:

ENERGY STAR v3.1  
ENERGY STAR v3



## Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	A (3BR, TH)
Community:	Townhome
Conditioned Floor Area:	1,465 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump - Electric - 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump - Electric - 14.3 SEER2
Primary Water Heating:	Residential Water Heater - Electric - 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	5 J CFM • 44 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-14
Ceiling:	Attic, R-49
Window Type:	-Value 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Stacey Smith  
RESNET ID: 2279319

**Rating Company:** Viridiant  
1431 W. Main Street Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street Richmond, VA 23220

Stacey Smith, Certified Energy Rater  
Digitally signed: 3/15/23 at 1:51 PM



# **Tab G:**

Zoning Certification Letter (MANDATORY)



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
www.timmons.com

Zoning Certification

Date 3-13-2024

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development Emporia Rail Depot Townhomes

Name of Owner/Applicant Emporia Rail Depot Townhomes LLC.

Name of Seller/Current Owner City of Emporia

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely for the purpose of confirming proper zoning for the site of the Development. It is understood that this letter will be used by Virginia Housing solely for the purpose of determining whether the Development qualifies for credits available under Virginia Housing's Qualified Allocation Plan.

**Development Description:**

Development Address  
307 Reese Street  
Emporia, Virginia 23847

VOL 220 PAGE 88

Legal Description

EXCERPT FROM 1996  
DEED CONVEYING THE  
PARCEL TO THE CITY  
OF EMPORIA:

Parcel B  
BEGINNING at an iron pin found in the southwesterly line of Atlantic Street at the northwest corner of lands now or formerly of R. C. and Ann K. Newsome (D.B. 100, Pg. 730); thence with the Newsome lands the following two (2) courses:  
1- South 38° 37' 08" West 97.84 ft. to an iron pin found, and  
2- South 49° 56' 46" East, passing an iron pin set at 177.14 ft., a total distance of 212.00 ft. to a point in Reese Street; thence South 32° 53' 15" West 516.04 ft. to a painted mark on a steel grate at or near the intersection of Reese Street with the northeasterly line of Southampton Street; thence along Southampton Street, North 59° 18' 57" West 167.39 ft. to an iron pin set 53.00 ft. southeast of Grantor's most westerly railroad track; thence North 39° 06' 54" East 678.47 ft. to an iron pin set 53.00 ft. southeast of the westerly railroad track in the southwesterly line of Atlantic Street; thence with the southwesterly line of Atlantic Street, South 44° 40' 08" East 95.18 ft. to the POINT OF BEGINNING; containing 4.42 acres, more or less.

Proposed Improvements

- New Construction: 52 #Units 13 #Buildings 67,793 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: #Units #Buildings Approx. Total Floor Area Sq. Ft.
- Rehabilitation: #Units #Buildings Approx. Total Floor Area Sq. Ft.



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
www.timmons.com

Current Zoning: R-PRD allowing a density of  
greater than 10 units per acre, and the following other applicable conditions:  
The approved rezoning specifically allows for 52 units on this approx. 4.42 AC Parcel.

Other Descriptive Information

**Local Certification**

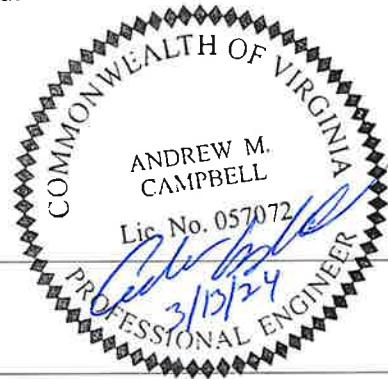
Check one of the following as appropriate:

- The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.
- The development described above is an approved non-conforming use. To the best of my knowledge, there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required.

Date 3-13-24

Signature *Andrew Campbell*

Printed Name Andrew Campbell, PE



Title of Local Official or Civil Engineer Project Manager

Phone (804) 200-6492

**Notes to Locality**

1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at 804-343-5518.

# **Tab H:**

Attorney's Opinion (MANDATORY)



**Date** March 14, 2024

**To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

**RE:** 2024 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Emporia Rail Depot Townhomes

Name of Owner: Emporia Rail Depot Townhomes, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 14, 2024 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.



5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
8. [Intentionally Deleted. Project is new construction.]
9. [Intentionally Deleted. Project is new construction.]

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

This opinion is rendered solely for the purpose of inducing the Virginia Housing Development Authority ("Virginia Housing") to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

**This opinion was not prepared in accordance with the requirements of Treasury Department Circular No. 230. Accordingly, it may not be relied upon for the purpose of avoiding U.S. Federal tax penalties or to support the promotion or marketing of the transaction or matters addressed herein.**

**McCandlish Holton PC**

\_\_\_\_\_  
Firm Name

By:



\_\_\_\_\_  
Peter L. Henderer, VSB # 40994

Its:

\_\_\_\_\_  
Director  
(Title)

# Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

NOTE: The following documents need not be submitted unless requested by Virginia Housing:

- Nonprofit Articles of Incorporation
- IRS Documentation of Nonprofit Status
- Joint Venture Agreement (if applicable)
- For-profit Consulting Agreement (if applicable)

## Nonprofit Questionnaire

Part II, 13VAC10-180-60, of the Qualified Allocation Plan (the “Plan”) of the Virginia Housing Development Authority (the “Authority”) for the allocation of federal low income housing tax credits (“Credits”) available under §42 of the Internal Revenue Code, as amended (the “Code”) establishes certain requirements for receiving credits from the nonprofit pool established under the Plan and assigning points for participation of a nonprofit organization in the development of qualified low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. Attach additional sheets as necessary to complete each question.

### 1. General Information

- a. Name of development \_\_\_\_\_
- b. Name of owner/applicant \_\_\_\_\_
- c. Name of nonprofit entity \_\_\_\_\_
- d. Address of principal place of business of nonprofit entity  
\_\_\_\_\_  
\_\_\_\_\_

Indicate funding sources and amount used to pay for office space

- e. Tax exempt status     501(c)(3)     501(c)(4)     501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) \_\_\_\_\_  
Evidenced by the following documentation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) \_\_\_\_\_
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- i. Expected life (in years) of nonprofit \_\_\_\_\_

j. Explain the anticipated future activities of the nonprofit over the next five years:

---

---

k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? \_\_\_\_\_

How many part time, paid staff members? \_\_\_\_\_

Describe the duties of all staff members:

---

---

---

---

l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES  NO If yes, explain in detail: \_\_\_\_\_

---

---

m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

---

---

n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.

---

---

---

---

o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses \_\_\_\_\_

---

---

---

---

**2. Nonprofit Formation**

a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

YES    NO   If yes, explain in detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?

YES    NO   If yes, explain in detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Does any for-profit organization or local housing authority have the right to make such appointments?

YES    NO   If yes, explain in detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?

YES    NO   If yes, explain in detail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?

YES    NO

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) \_\_\_\_\_

---

---

---

h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.

---

---

---

**3. Nonprofit Involvement**

a. Is the nonprofit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

YES     NO

(i) Will the nonprofit own at least 10% of the general partnership/owning entity?

YES     NO

(ii) Will the nonprofit own 100% of the general partnership interest/owning entity?

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest

---

---

---

b. (i) Will the nonprofit be the managing member or managing general partner?

YES     NO    If yes, where in the partnership/operating agreement is this provision specifically referenced?

---

---

---

(ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest?     YES     NO

c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?  YES  NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?

---

---

---

Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured:

---

---

---

d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

YES  NO If yes,

(i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

---

---

---

(ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

---

---

---

(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture?  YES  NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

---

---

---

e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

---

---

---

---

---

f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:

---

---

---

g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

---

---

---

h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes,

(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

---

---

---

---

---

(ii) Explain how this relationship was established. For example, did the nonprofit solicit proposals from several for-profits? Did the for-profit contact the nonprofit and offer the services?

---

---

---



i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  YES  NO If yes, explain the amount and source of the funds for such payments.

---

---

---

j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner?  YES  NO If yes, explain in detail the amount and timing of such payments.

---

---

---

---

---

k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES  NO If yes, explain:

---

---

---

l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES  NO If yes, explain:

---

---

---

m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

---

---

---

n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development?  YES  NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

---

---

---

---

**4. Virginia and Community Activity**

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

b. Define the nonprofit's geographic target area or population to be served:

---

---

---

c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  YES  NO  
If yes, or no, explain nature, extent and duration of any service:

---

---

---

---

---

d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain

---

---

---

---

---

e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?  
 YES  NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?  
 YES  NO If yes, explain:

---

---

---

---

---

g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  YES  NO  
If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

---

---

---

---

h. Are at least 33% of the members of the board of directors representatives of the community being served?  YES  NO If yes,

(i) Low-income residents of the community?  YES  NO

(ii) Elected representatives of low-income neighborhood organizations?  YES  NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?  
 YES  NO

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  YES  NO If yes, explain the meeting schedule:

---

---

---

---

k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  YES  NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  YES  NO If yes, explain in detail:

---

---

---

---

m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES  NO If yes, explain:

---

---

---

n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  YES  NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

---

---

---

---

o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  YES  NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

---

---

---

p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  YES  NO If yes, explain:

---

---

---

q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES  NO If yes, explain:

---

---

---

r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES  NO If yes, explain the need identified:

---

---

---

s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES  NO If yes, explain the plan:

---

---

---

# Appendices continued

## 5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date 3/13/2024

Owner/Applicant Emporia Rail Depot Townhomes, LLC

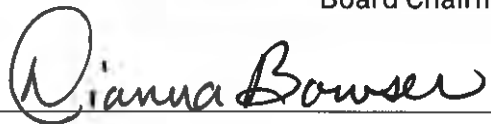
By 

Its Manager of the Managing Member, ERDT Manager, LLC  
Title

Date 3/13/2024

Southside Community Development and Housing Corporation  
Nonprofit

By   
Board Chairman

By   
Executive Director



## Board of Directors 2023-2024

### OFFICERS

**Twandra Lomax-Brown**

**Chair**

VA Cooperative Extension  
Family & Consumer Sciences Faculty  
Educator

*Serving Low- and moderate-  
income neighborhoods*

**Lawrence Wilder, Jr.**

**Vice Chair**

Senior Policy Advisor  
Department of Small Business  
Development

**Caroline Browder, Esq.**

**Treasurer**

Real Estate Attorney  
Roth Jackson  
Richmond, VA

**Corey Martin**

**Secretary**

Professional Career Institute  
Director of Admissions

*Community Resident-Blackwell  
Richmond, VA*

### DIRECTORS

**Willie Fobbs, III**

VA Dept. of Housing &  
Community Development,  
Associate Director of Housing

*Serving Low- and moderate-  
income neighborhoods*

**Antione Green**

President  
Richmond Urban Collective  
*Community Resident Randolph  
Richmond, VA*

**David White, Jr.**

Virginia Housing Development  
Authority  
Lending Group Manager  
*Serving Low- and moderate-  
income neighborhoods  
Richmond, VA*

**Clarence "CJ" Sailor**

*Deputy Director Constituent  
Outreach  
Office of The Governor  
Commonwealth of Virginia*

**Christopher Snead**

Export-Import Bank of the  
United States

**Loretta Williamson**

Truist  
SVP, Head of Mortgage  
Strategic Growth

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)



Not  
Applicable

# Tab K:

Documentation of Development Location:

# Tab K.1

Revitalization Area Certification



# **CITY OF EMPORIA**

---

---

March 9, 2023

To whom it may Concern,

This letter is to certify that the property known as 307 Reese Street in Emporia, Virginia is a revitalization area pursuant to Virginia Code §36-55.30:2.A. The following Revitalization Resolution adopted by the City Council of Emporia, Virginia, on March 5th, 2019, designates the property as a revitalization area and remains in effect. The revitalization of this property is a priority project for the City of Emporia

Sincerely,

Matthew Culbreath.

Director of Planning and Zoning

**REVITALIZATION RESOLUTION**

To designate the property known as 307 Reese Street in Emporia, Virginia as a revitalization area pursuant to Virginia Code §36-55.30:2A.

The above-referenced development is located in a Revitalization Area in the City of Emporia, Virginia. The revitalization area is in the industrial, commercial or other economic development area and such area will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

  
\_\_\_\_\_  
Mayor, City of Emporia

Attest:

  
\_\_\_\_\_  
Clerk of the City of Emporia City Council

Adopted by the City Council of Emporia, Virginia, this 5<sup>th</sup> day of March, 2019.

# **Tab K.2**

Surveyor's Certification of Proximity to  
Public Transportation using Virginia  
Housing template



1001 Boulders Parkway  
Suite 300  
Richmond, VA 23225

P 804.200.6500  
F 804.560.1016  
www.timmons.com

## Surveyor's Certification of Proximity to Transportation

### General Instructions

1. This form must be included with the Application.
2. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
3. Any change in this form may result in a reduction of points under the scoring system.
4. If you have any questions, please call the Tax Credit Allocation Department 804-343-5518.

Date 3-13-2024

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development Emporia Rail Depot Townhomes

Name of Owner Emporia Rail Depot Townhomes LLC.

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

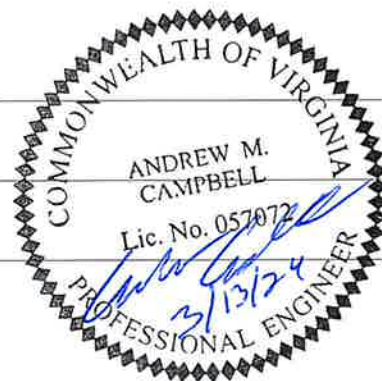
- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop.

Firm Name Timmons Group

By Andrew Campbell

Its Project Manager

Title



# Tab L:

PHA / Section 8 Notification Letter



**PHA or Section 8 Notification Letter**

Date 3/13/2024

To Emporia Redevelopment and Housing Authority  
201 South Main Street  
Emporia, VA 23847

RE: Proposed Affordable Housing Development

Name of Development Emporia Rail Depot Townhomes

Name of Owner Emporia Rail Depot Townhomes LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on 12/31/2026 (date).

**The following is a brief description of the proposed development:**

Development Address 307 Reese Street, Emporia, VA 23847

**Proposed Improvements:**

- New Construction: 52 #Units 13 #Buildings
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

**Proposed Rents:**

- Efficiencies: \$ \_\_\_\_\_ /month
- 1 Bedroom Units: \$ 387/521/654 /month
- 2 Bedroom Units: \$ \_\_\_\_\_ /month
- 3 Bedroom Units: \$ 514/699/885 /month
- 4 Bedroom Units: \$ \_\_\_\_\_ /month

**Other Descriptive Information:**

Emporia Rail Depot Townhomes is a new construction development including 52 units configured in 13 townhome-style buildings. The one and three-bedroom apartments will have energy efficiency and accessibility features.

There will be a separate Community Building with on-site management office.

# Appendices continued

## PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (804) 964 - 0412 .

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name Robert Franklin

Title Director of Real Estate Development

### To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By W E Johnson III

Printed Name: William E. Johnson, III

Title Executive Director

Phone (434) 634-3332

Date 03/13/2024

# Tab M:

Intentionally Blank

# **Tab N:**

Homeownership Plan

Not  
Applicable

# **Tab O:**

Plan of Development Certification Letter

Not  
Applicable

# **Tab P:**

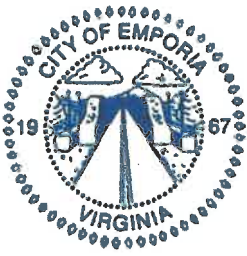
Zero Energy or Passive House documentation for  
prior allocation by this developer



Not  
Applicable

# **Tab Q:**

Documentation of Rental Assistance, Tax Abatement  
and/or existing RD or HUD Property



# **CITY OF EMPORIA**

---

---

March 13, 2024

To whom it may Concern,

This letter is to confirm that the City of Emporia is currently developing a residential real estate tax abatement program. This program is in the planning stages and staff has been developing a proposed ordinance over the past you. Our proposed real estate tax abatement program is intended to benefit projects like the proposed Emporia Rail Depot Townhomes. It is the city's hope that this program will be ready for presentation to the Emporia City Council later this year and adoption shortly after that. The city will provide updates as we move forward with this process.

Sincerely,

Matthew Culbreath.  
Director of Planning and Zoning

# **Tab R:**

Documentation of Utility Allowance calculation



February 24, 2023

Gerald Burr, Jr.  
 Canterbury Enterprises  
 501 Commerce Rd  
 Richmond, VA 23224  
 junior@cbury.net

RE: Preliminary Utility Allowance for Emporia Rail Depot Townhomes

Dear Mr. Burr

Please see the following Preliminary Utility Allowance (UA) for Emporia Rail Depot Townhomes located in Emporia, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	City of Emporia	Trash:	N/A
Sewer:	City of Emporia		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 13.70	N/A	\$ 19.50	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 6.39	N/A	\$ 9.10	N/A
Cooking	Electric	Tenant	N/A	\$ 5.48	N/A	\$ 7.80	N/A
Lighting	Electric	Tenant	N/A	\$ 21.93	N/A	\$ 31.19	N/A
Hot Water	Electric	Tenant	N/A	\$ 12.79	N/A	\$ 18.20	N/A
Water	-	Tenant	N/A	\$ 31.54	N/A	\$ 61.27	N/A
Sewer	-	Tenant	N/A	\$ 49.48	N/A	\$ 74.38	N/A
Trash	-	Owner	N/A	\$ -	N/A	\$ -	N/A
<b>Total UA costs (Unrounded)</b>			\$ -	\$ 141.31	N/A	\$ 221.44	\$ -

*\*Allowances only for Emporia Rail Depot Townhomes as an ENERGY STAR and EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the*

Sincerely,

Katy Maher  
 Project Manager

# **Tab S:**

Supportive House Certification and/or  
Resident Well Being MOU

Bon Secours Medical Group  
7001 Forest Ave  
Suite 405  
Richmond, VA 23230

TO: Emporia Rail Depot Townhomes, LLC  
Southside Community Development and Housing Corporation

FROM: BSHSI

SUBJECT: Telehealth Services to ERDT Residents

BSHSI welcomes the opportunity to work with ERDT and SCDHC to improve healthcare access for low-income residents of the proposed affordable housing community. We are committed to better healthcare access throughout the Emporia community through our existing healthcare facilities in Emporia. SCDHC's deep roots as a historically black led nonprofit that targets assistance to communities of color is an especially appropriate partner since those communities have often been underserved.

Telehealth is an increasingly important strategy that we are utilizing throughout our health services system. It is our understanding that the community will provide a computer station with free internet access in a private room that can be reserved and accessed by all the residents. Through this portal, BSHSI can offer initial screening to residents. Further, BSHSI can assist uninsured residents in exploring and obtaining eligibility for Medicaid, Medicare and other no cost health insurance programs. Bon Secours also offers charity care to qualified persons.

BSHSI is one of the nation's premier nonprofit healthcare systems that offers comprehensive health services to a wide range of patients. We have a special mission to serve lower income households that have traditionally been shut out or underserved with health services. Our commitment to health services for the poor is detailed in our mission statement: *Our Mission is to extend the compassionate ministry of Jesus by improving the health and well-being of our communities and bring good help to those in need, especially people who are poor, dying and underserved.*

We look forward to this partnership and appreciate the opportunity to better serve residents of the Emporia community.

Sincerely,



Reginald J. Albert  
Chief Operating Officer – Bon Secours Richmond Medical Group

# **Tab T:**

Funding Documentation





# CITY OF EMPORIA

March 13, 2023

Emporia Rail Depot Townhomes, LLC  
c/o Southside Community Development &  
Housing Corporation  
Attn.: Dianna Bowser  
1624 Hull Street  
Richmond, VA 23224

*In Re: Valuation of Property for Emporia Rail Depot Townhomes*

Dear Dianna:

As you are aware, the City of Emporia (the “City”) has entered into a Land Donation Agreement to donate certain real property in the City (the “Property”) to Southside Community Development & Housing Corporation, who will in turn contribute it as capital to Emporia Rail Depot Townhomes, LLC for the Emporia Rail Depot Townhomes development. For purposes of your planning, you have asked for an estimation of the value of the Property.

The Property was assessed two years ago by the City at a valuation of \$350,000, which is also its current tax assessment. Since this assessment is two years old, if the City were to put the Property on the market for sale today, the City would ask a minimum of \$375,000. Additionally, to facilitate the plan of development for Emporia Rail Depot Townhomes, the City will be undertaking some site clearing activities. The City estimates the value of that site clearing work to be \$30,000, which will add to the value of the Property. Further, the City has rezoned the Property to increase the allowable density on the Property in conformity with the plan of development for Emporia Rail Depot Townhomes. This rezoning will further increase the value of the Property. After taking into consideration these factors, the City estimates that the value of the Property will be \$410,000.

Please note that this valuation is the City’s good faith estimate, and for your use only in projecting the value of the Property for planning the development of Emporia Rail Depot Townhomes. The City reserves the right to assess the Property for more than this amount once the City Assessor has time to do a formal assessment. This estimation may not be used by you to contest any reassessment by the City that results in a valuation that is higher than the \$224,200 estimate here.

We look forward to continuing to work with you to bring the Emporia Rail Depot Townhomes to fruition.

Sincerely,

William E. Johnson, III  
City Manager



March 13, 2023

To Whom It May Concern,

The attached document is a press release from Fannie Mae on January 18<sup>th</sup>, 2023, which announces the recipients of their \$5 Million Innovation Challenge Grant. The grant has the intention of advancing racial equity in housing and scale innovative solutions to removing barriers in the home renting and buying experience. Southside Community Development & Housing Corporation (SCDHC) was one of 5 national recipients of this grant award. The following is a description of the work SCDHC will partner with Fannie Mae during the Innovation Challenge Grant:

- **Southside Community Development & Housing Corporation (SCDHC)** is a non-profit housing developer in the Richmond Metro Area. SCDHC creates viable, thriving, and sustainable communities across Central Virginia by providing residential and commercial development, homeownership and financial counseling and coaching, employment services, and supportive programs to low-income families. Their Fannie Mae contract advances their SCDHC Emporia Pathways Project, which includes the construction of affordable housing. The project is part of a 3-5-year construction pipeline that will include rental housing and homeownership opportunities as well as rental and prepurchase counseling, foreclosure prevention services, workforce development training and a range of financial capability services.

SCDHC's contract with Fannie Mae and the total amount of our grant award is confidential, however we can disclose that we have allocated **\$485,000** of the grant awards towards the soft costs and predevelopment of the Emporia Rail Depot Townhomes project that we are developing at 307 Reese Street, Emporia, VA in partnership with Canterbury Enterprises and the City of Emporia. Please contact me if you have any questions about this grant award.

Sincerely,

A handwritten signature in blue ink that reads "Dianna C. Bowser". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Dianna C. Bowser  
President/CEO, SCDHC

**VISIT US ONLINE AT [SCDHC.COM](http://SCDHC.COM)**

**1624 HULL STREET • RICHMOND, VIRGINIA 23224 • (804) 231-4449**



Press Release

## Fannie Mae Selects Five Proposals to Help Advance Racial Equity in Housing through \$5 Million Innovation Challenge

January 18, 2023

### Nationwide Competition Drew Innovative, Scalable Solutions to Remove Barriers in the Home Renting and Buying Experience

WASHINGTON, DC – Fannie Mae (FNMA/OTCQB) today announced the selection of five organizations to receive deliverable-based contracts under the Sustainable Communities Innovation Challenge, a nationwide competition to help advance racial equity in housing. Through the [Innovation Challenge 2022 \(IC22\)](#), the company sought innovative, scalable proposals to remove barriers that currently prevent many households, including Black households, from purchasing or renting a home.

The Innovation Challenge is part of Fannie Mae's [Sustainable Communities Partnership and Innovation initiative](#), which focuses on developing collaborative, cross-sector approaches to advancing sustainable communities and [generating solutions](#) for the nation's most pressing housing issues. Fannie Mae solicited proposals that specifically address the insufficient supply of quality affordable housing options, insufficient funds for upfront and unexpected housing costs, and consumer credit challenges, including low credit scores and credit invisibility.

"A history of discriminatory housing policies and practices has created profound inequities in the housing system that persist to this day. The Innovation Challenge is one example of Fannie Mae's commitment to address those inequities and knock down the barriers that consumers, particularly Black consumers, face throughout the housing journey," said Maria Evans, Vice President of Community Impact, Fannie Mae. "The proposals we selected provide thoughtful, tangible, scalable solutions to the most salient housing problems people face in the U.S. We are excited to work with these organizations and to support their innovative projects."

#### IC22 Contract Awardees:

- **ReBUILD Metro** is a Baltimore-based nonprofit that works with community members to revitalize neighborhoods block by block and help prepare Black residents for first-time homeownership. Their Fannie Mae contract supports the *Johnston Square: A Blueprint for Baltimore* project, which will stabilize, restore, and reoccupy scattered-site abandoned and dilapidated properties; and begin the work to convert long-vacant lots into new units of affordable rental housing, street-level retail, and a 4-acre community park; and rehab abandoned properties into mixed-use development and green space.
- **Southside Community Development & Housing Corporation (SCDHC)** is a non-profit housing developer in the Richmond Metro Area. SCDHC creates viable, thriving, and sustainable communities across Central Virginia by providing residential and commercial development, homeownership and financial counseling and coaching, employment services, and supportive programs to low-income families. Their Fannie Mae contract advances their *SCDHC Emporia Pathways Project*, which includes the construction of affordable housing. The project is part of a 3-5-year construction pipeline that will include rental housing and homeownership opportunities as well as rental and prepurchase counseling, foreclosure prevention services, workforce development training and a range of financial capability services.
- **Twin Cities Habitat for Humanity** brings people together to create, preserve, and promote affordable homeownership and advance racial equity in housing by connecting families with their communities through neighborhood revitalization projects. Their Fannie Mae contract will support *Advancing Homeownership in the Twin Cities*, a partnership with the Minnesota Homeownership Center to create and deploy a down payment assistance product that will help Black households to become homeowners. Twin Cities Habitat for Humanity will engage three Community Development Financial Institutions to administer the program and up to 10 regional mortgage lenders to pair the product with their affordable mortgages.
- **The Community Builders** is a mission-driven real estate development corporation transforming communities with affordable rentals and properties for purchase across the Northeast, Midwest, and Mid-Atlantic regions. Their Fannie Mae contract supports the *From Our Doors to Yours* project, which will deploy an economic empowerment package to build and repair credit through on-time rental payments. It will leverage affordable rentals in Chicago, Detroit, and Richmond. Onsite community life coaches will connect residents with relevant resources while providing Family Self Sufficiency Services to build savings through earned income.
- **Module**, a prefab housing company based in Pittsburgh, started with the goal of making good home design more accessible and a mission to support customers' health and wellbeing in well-designed, energy-efficient, highly functional homes that will last 100 years. In partnership with Enterprise Community Partners, Module will demonstrate the feasibility of locally owned modular construction micro-factories to complete energy-efficient affordable housing in urban communities of color. Their Fannie Mae contract will support their *Last Mile Network project*, setting the stage to expand the modular micro-factory concept to Prince George's County, MD and Richmond, VA. Each facility will train new entrants in the construction trades, securing good-paying jobs while creating affordable housing and enabling Black homeowners and renters to build wealth.

IC22 builds on the previous [Sustainable Communities Innovation Challenge](#), a nationwide competition that awarded over \$7 million to 13 organizations to advance innovative projects that linked affordable housing to education, health, and economic opportunities. [All submitted proposals](#) were evaluated against a predetermined set of criteria and went through multiple rounds of review, including a semi-final review by an expert advisory panel comprised of leaders from the public, private, and nonprofit sectors. The final contract award decisions were made by Fannie Mae.

Fannie Mae has been at the forefront of developing and implementing products and programs that facilitate equitable and sustainable access to homeownership and quality affordable rental housing. In 2022, the company released the [Equitable Housing Finance Plan](#), a series of actions that address different barriers in housing experienced by homebuyers and renters.

To learn more about IC22, the contract awardees, and their innovative solutions, please visit <https://www.fanniemae.com/thechallenge/>. To view all proposals submitted through the Innovation Challenge, please visit the Sustainable Communities searchable database at <http://challengedatabase.fanniemae.com/>.

#### About Fannie Mae

Fannie Mae advances equitable and sustainable access to homeownership and quality, affordable rental housing for millions of people across America. We enable the 30-year fixed-rate mortgage and drive responsible innovation to make homebuying and renting easier, fairer, and more accessible. To learn more, visit:

[fanniemae.com](#) | [Twitter](#) | [Facebook](#) | [LinkedIn](#) | [Instagram](#) | [YouTube](#) | [Blog](#)

#### Media Contact

[Katie Penote](#)

202-752-2261

#### Fannie Mae Newsroom

<https://www.fanniemae.com/news>

#### Photo of Fannie Mae

<https://www.fanniemae.com/resources/img/about-fm/fm-building.tif>

#### Fannie Mae Resource Center

1-800-2FANNIE

#### TOPICS

[Fannie Mae Corporate](#)

[Diversity, Equity, and Inclusion](#)

[Duty to Serve](#)

[ESG](#)

VIRGINIA HOUSING  
601 SOUTH BELVIDERE STREET  
RICHMOND, VIRGINIA 23220

Community Impact Grant – Market Analysis

GRANT AWARD NOTIFICATION (GAN)			
Recipient Information		Virginia Housing Information	
1. Contact Information:	Southside Community Development & Housing Corporation 1624 Hull Street Richmond, VA 23224 Dianna Bowser dianna@scdhc.com	11. Grant Authority:	Virginia Housing
		12. FAIN:	N/A
		13. Federal/VHDA Award Date:	8/1/2022
		14. Total Federal Award:	N/A
2. Universal Identifier (DUNS):		15. Fund Source:	Virginia Housing
3. VHDA Contact:	Amanda Gordon Amanda.Gordon@viginiahousing.com	16. Indirect Cost Rate:	10%
		17. Special Terms and Conditions: <i>This award is further subject to the attached Grant Agreement, Program Handbook and Funding Opportunity.</i>	
4. Grant Title:	295359 - FY23 Community Impact Market Analysis	18. Program Specific Instructions:  <b><i>The Site Planning &amp; Preliminary Architecture Report/Preliminary Engineering Report must include all the required elements on page 17 and 18 of the Community Impact Handbook</i></b>	
5. Funding Opportunity:	294386 - FY23 Community Impact Market Analysis		
6. Grant Agreement	Award		
7. Grant Award Type:	Grant		
8. Grant Award Amount:	\$9075.00		
	\$N/A	Current Award	
	\$9075.00	<b>Total Award</b>	
9. Period of Grant Award:	08/01/2022-07/31/2024		
10: Eligible Activity:	Site Planning & Preliminary Engineering Report		
19. Authorized by: <i>Monique S. Johnson</i> <b>Monique S. Johnson, Ph.D., Managing Director of Community Outreach</b>		Date: Aug 20, 2022	



**VIRGINIA HOUSING DEVELOPMENT AUTHORITY  
MARKET ANALYSIS COMMUNITY IMPACT  
GRANT AGREEMENT**

This Grantee Agreement is entered into as of the 8/1/2022 by and between the **Virginia Housing Development Authority** "Virginia Housing" (Grantor) and **Southside Community Development & Housing Corporation** (Grantee).

**ARTICLE I – GENERAL**

Whereas, the Grantee is currently engaging in 295359 - FY23 Community Impact Market Analysis project

Whereas, the Grantee is exploring opportunities to create economically integrated and inclusive housing opportunities including housing options for people with disabilities; planning and community development to include significant attention to housing planning; and/or provide services and/or educational opportunities to further affordable housing;

Whereas, the Grantee has identified the need for financial resources to complete the research/study to determine feasibility;

Whereas, the Grantee submitted the prescribed Virginia Housing Development Authority Market Analysis Community Impact Grant Proposal dated 7/14/2022, requesting **\$9075** in grant funds;

**ARTICLE II – PERIOD OF PERFORMANCE**

The Period of Performance shall begin on 8/1/2022 and expire at midnight on 7/31/2024.

**ARTICLE III – TERMS & CONDITIONS**

The parties hereto agree to the terms and conditions as follows:

- 1) To accept the **\$9075** awarded by the Virginia Housing Development Authority in support of initial activities required to move this project forward including Plans, Studies and Assessments;
- 2) To use the Virginia Housing awarded funds solely for the stated purpose of supporting the costs associated with the Market Analysis;

- 3) To provide Virginia Housing with copies of plans, assessments or studies generated as a result of the referenced project including such documents generated as a result of financial support provided by other leveraged resources;
- 4) To authorize Virginia Housing full use of all such generated documents;
- 5) To complete the prescribed planning activity on or before 7/31/2024 unless granted an extension by Virginia Housing;
- 6) **Public Event/Press Distribution.** Grantee agrees to alert Virginia Housing/Grant Officer of any public event or press distribution that is tied to the grant award. Any use of Virginia Housing Logos must be requested in a timely manner prior to use and all marketing materials must be approved by Virginia Housing prior to use;
- 7) **Virginia Housing Mandatory Meetings/Trainings.** Virginia Housing Mandatory Meetings/Trainings. Grantee is required to attend all mandatory meetings/trainings, as determined by Virginia Housing. In the sole discretion of Virginia Housing, failure to attend mandatory meetings/trainings may result in Grantee being barred from future grants;
- 8) **Reporting.** Grantee must submit a status report at roughly 50% completion of the project in order to submit the first claim for progress on the grant. Grantee agrees to submit its funded plan, assessment or study to Virginia Housing before the last day of the period of performance;
- 9) **Claims.** Grantee may request reimbursement for funds for up to 50% of the award before the plan, analysis or assessment is submitted to Virginia Housing and the remainder after the submission of the completed report. Grants with multiple studies can request reimbursement at the completion of each study.

Proof of payment must be submitted with the claim for each expense in which reimbursement is requested.

Amount requested cannot exceed the currently approved budget.

**\*Virginia Housing will not accept/process any late claims after the final due date of 7/31/2024 \***

- 10) The following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full: MARKET ANALYSIS GRANT APPLICATION PACKAGE and BUDGET.

#### **ARTICLE IV – PRICE**

**A. Maximum Grant Amount.** Grantee shall be paid according to the terms of this Grantee Agreement for all work required, performed, and accepted under this Grantee Agreement in an amount not to exceed the amount shown in Article I of this Grantee Agreement. Grantee shall bear the burden of all costs in excess of the Maximum Grant Amount.

**B. Cost Reimbursement.** Grantee must submit claims based on actual expenses.

**1. Allowable Costs.** Virginia Housing shall pay Grantee, up to the Maximum Grant Amount as stated in Article I of this Grantee Agreement. Grantee is prohibited from using any part of this Grant to satisfy a delinquent debt. Allowable Costs are costs incurred in the performance of this Grant Agreement that are determined by Virginia Housing to be allowable, allocable, and reasonable in accordance with the:

- Provisions of this Grantee Agreement, and
- Virginia Housing Community Impact Handbook

2. **Indirect Cost Rates.** Unless the Grantee has an existing Negotiated Indirect Cost Rate Agreement (NICRA) approved by the cognizant federal agency as defined in 48 CFR 2.101., Grantee may choose to take a ten percent (10%) de minimis indirect cost rate.
3. **Period of Availability of Funds.** Grantee may charge to the Grant only Allowable Costs resulting from obligations incurred during the Period of Performance.
4. **Profits.** No fee, profit, or other increment above allowable costs shall be paid to the Grantee.
5. **Grantees with Multiple Sources of Funding.** Grantee shall not be reimbursed by Virginia Housing under this Grantee Agreement for activities that are directly or indirectly reimbursed from any other source, including fees. Grantee shall include in its claim under this Grantee Agreement only the portion of those activities for which the Grantee does not receive reimbursement from any other funding source. For oversight purposes, Virginia Housing reserves the right to request from Grantee, and other stakeholders if applicable, grant reporting data and information related to other sources of funding (to verify that Virginia Housing activities are not being billed to another source of funding).

**C. Burden of Proof.** The burden of proof for all work performed rests with the Grantee. All supporting records are subject to inspection and audit by Virginia Housing at any time during and after the expiration of the Period of Performance as specified in Article III.

**D. Restrictions on Use of the Grant Award.** The Grant Funds awarded under this Grantee Agreement shall be used in accordance with the terms of this Grantee Agreement, the NOFO Application as approved by Virginia Housing, the Virginia Housing Community Impact Handbook, and applicable laws and regulations.

#### **ARTICLE V – OVERSIGHT**

- A. By entering into this Agreement, Grantee, including any subsidiary or affiliate of Grantee, agrees to cooperate fully with the monitoring and oversight efforts as conducted by Virginia Housing, its agents, authorized representatives, and third-party contractors, through site visits, file audits, and other methods. Oversight may include, but is not limited to, remote inspection or on-site performance reviews by Virginia Housing and/or third parties acting on behalf of Virginia Housing. Grantee must cooperate with all Virginia Housing oversight activities, to include requests for access to facilities, access to Grantee’s records and requests for information. If Grantee has other obligations that require client information to be kept confidential, measures must be taken to ensure that Virginia Housing and/or third parties acting on behalf of Virginia Housing has access to client files and information for audit and oversight purposes that demonstrates to the satisfaction of Virginia Housing the requirements of this Agreement are being or have been met.

#### **ARTICLE VI – RECORD KEEPING AND COMPLIANCE**

- A. **Record Keeping Requirements.** All files associated with this Agreement (see list below) for three (3) years after completion of this Agreement.
  - a. Grantee agrees to retain all financial records, supporting documentation, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The only exceptions are the following:
    1. If any litigation, claim or audit is started before expiration of the three (3) year period, the records shall be retained until the litigation, claims or

audit findings involving the records have been resolved and final action taken.

2. Records for real property and equipment acquired shall be retained for three (3) years after final disposition.

- b. Note that Grantee may also be subject to record retention requirements under other applicable laws and regulations.

**B. Type of Record Keeping System.** Grantee may use any record keeping system provided that the chosen system results in a complete and accurate set of records that are retained per the requirements in this agreement. The resulting records must enable easy monitoring by Virginia Housing when conducting a performance review of the Grantee's activities.

- a. Grantee agrees to provide updated financial statements (including general ledger details and quarterly financial statements) before each disbursement of funds as requested by Virginia Housing and/or third parties acting on behalf of Virginia Housing.

**C. Compliance.** Grantees must comply with all requirements to include applicable handbooks, current legislative & programmatic requirements, as well as requirements for program eligibility, approval, delivery of services, record keeping, reporting, performance monitoring, and all other documentation related to this Agreement.

- a. Grantee is required to notify Virginia Housing if they are the subject of any pending investigation related to the disbursement of funds, financial reporting, and use of funds, related to this Agreement.

**D. Auditing.** Grantee agrees to cooperate fully with Virginia Housing, its agents, authorized representatives, and third-party contractors as they perform evaluation, monitoring, quality control, audit, audit-related activities and compliance reviews.

- a. Whenever possible, Virginia Housing and/or third parties acting on behalf of Virginia Housing will give Grantee fifteen (15) days' notice before conducting an on-site review. However, in situations where a specific concern warrants immediate action, Virginia Housing and/or third parties acting on behalf of Virginia Housing reserves the right to give less than fifteen (15) days' notice.
- b. Virginia Housing and/or third parties acting on behalf of Virginia Housing shall have the right to request, and Grantee hereby agrees to comply with any and all requests by Virginia Housing, copies of financial audits conducted during the Agreement period.

## **ARTICLE VII - DEFAULT, REMEDY, SUSPENSION, AND TERMINATION**

**A.** Virginia Housing reserves the right to immediately upon notification, suspend or terminate this Agreement with any Grantee who fails to comply with the terms and conditions of the Agreement up to and including:

1. Any material failure by Grantee to comply with the terms and conditions of this Agreement.
2. Any failure by Grantee to comply with a statute, regulation, or other requirement
3. Failure by Grantee to expend funds in accordance with requirements;
4. Grantee fails to return funds subject to recapture to Virginia Housing within the required timeframe;



5. Grantee becomes the subject of a federal, state, or local investigation, whether criminal, civil or otherwise;
6. Grantee becomes a going concern; becomes insolvent, defunct, or commences bankruptcy proceedings;
7. Any director, officer or manager of Grantee engage in fraud, willful misconduct, gross negligence or misappropriate any funds;
8. Acts or omissions made by the Grantee and/or third parties acting on behalf of Grantee, in the sole and reasonable determination of Virginia Housing, may cause Virginia Housing significant reputational harm; and/or
9. Any misrepresentation which, if known by Virginia Housing, would have resulted in funds not being disbursed.

If non-compliance occurs, Grantee agrees to notify Virginia Housing. In the event that Virginia Housing becomes aware of an issue, Virginia Housing shall provide a reasonable opportunity to respond or to take corrective action as appropriate. Virginia Housing reserves the right to suspend disbursements to Grantee during this corrective action time period, commensurate with the seriousness of the non-compliance. Virginia Housing reserves the right to place additional conditions on the continuance of the Agreement if appropriate.

**Suspension.** If Grantee is unable to address the non-compliance to the satisfaction of Virginia Housing within the timeframe specified, Grantee shall be placed in "Suspended" status until the time that the non-compliance is addressed to the satisfaction of Virginia Housing, but no longer than six months from the date of the notice of suspension. During the time suspension period, payments shall be discontinued and/or withheld until the non-compliance is addressed to the satisfaction of Virginia Housing. Virginia Housing reserves the right to extend "Suspended" status for a reasonable time period beyond six months under special circumstances as defined by Virginia Housing.

**Default and Termination.** If Grantee fails to resolve the non-compliance to the satisfaction of Virginia Housing within six months of the date of the notice of suspension, or within any extended timeframe previously approved, Virginia Housing may take one or more of the following actions: (1) recover misspent or unspent funds, (2) de-obligate awarded but un-disbursed funds, (3) terminate the Agreement for cause, or (4) take other remedies that may be legally available. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.

Virginia Housing reserves the right to amend or cancel this grant agreement at any time with written notice to be provided to the grantee at the following address: Southside Community Development & Housing Corporation, 1624 Hull Street, Richmond, VA 23224. Upon termination of the Agreement, all unspent funds (as determined by Virginia Housing) shall revert immediately to Virginia Housing, either in the form of recapture or de-obligation.

**IN WITNESS WHEREOF**, each of the Parties has caused the following Market Analysis Community Impact FY23 Grant Agreement to be executed by its duly authorized officer or agent. No alterations of the official version of the Market Analysis Community Impact FY23 Grant Agreement delivered by Virginia Housing to Grantee have been accepted unless such change is acknowledged by Virginia Housing through a signature on the page of the Grant Agreement containing such change.

Virginia Housing Development Authority

Signed:

*Monique S. Johnson*

Monique S. Johnson, Ph.D.

Community Outreach Managing Director

Agency: Southside Community Development and Housing Corporation  
\_\_\_\_\_

Signed: *Dianna C. Bowser*  
\_\_\_\_\_

Print: **Dianna C Bowser**  
\_\_\_\_\_

Title: **President/CEO**  
\_\_\_\_\_

Date: **Aug 21, 2022**  
\_\_\_\_\_



# SPRING 2023 AFFORDABLE AND SPECIAL NEEDS HOUSING AWARDED PROJECTS

August 15, 2023

Organization	Project Name	Locality	Award
TRG Community Development LLC	Twin Pines Senior Apartments	City of Portsmouth	\$3,400,000.00
The Lawson Companies	Smith Ridge Commons	Roanoke County	\$2,700,000.00
The Lawson Companies	The View at Belle Isle	City of Richmond	\$2,700,000.00
Community Housing Partners	Legacy on Main	Montgomery County	\$2,509,178.60
The Michaels Development Company	Richmond Family Housing 1, Fulton-Afton-Bainbridge	City of Richmond	\$2,000,000.00
The Michaels Development Company	Richmond Family Housing 2, Randolph-Stovall	City of Richmond	\$2,000,000.00
Piedmont Housing Alliance	1025-A Park Street	City of Charlottesville	\$1,800,000.00
Commonwealth Catholic Charities Housing Corporation	Saint Elizabeth Apartments	City of Richmond	\$1,790,000.00
Canterbury Enterprises, LLC.	Townhomes at Liberty Place	City of Richmond	\$1,700,000.00
Charlottesville Redevelopment and Housing Authority	Crescent Halls	City of Charlottesville	\$1,700,000.00

Organization	Project Name	Locality	Award
Project:Homes	2100 Bainbridge	City of Richmond	\$700,000.00
Southside Community Development & Housing Corporation	Emporia Rail Depot Townhomes	City of Emporia	\$700,000.00
Southside Community Development & Housing Corporation	The Hollands - Homeowner	City of Richmond	\$630,000.00
Surber Development and Consulting LLC	Mountain Laurel Manor III	Augusta County	\$552,000.00
Southside Community Development & Housing Corporation	712 High Street	City of Petersburg	\$382,000.00
Alexandria Housing Development Corporation	Seminary Road Phase IV	City of Alexandria	\$310,000.00
Helping Overcome Poverty's Existence, Inc.	Fairview Townhomes	Wythe County	\$230,348.30
Surber Development and Consulting LLC	Grande Oak II	York County	\$184,006.00
	TOTAL		\$52,224,544.90



# FALL 2023 AFFORDABLE AND SPECIAL NEEDS HOUSING PROGRAM AWARDS

Organization	Project Name	Locality	Award
Arlington Partnership for Affordable Housing	Crystal House Six	Arlington County	\$3,800,000
Surber Development and Consulting LLC	Bellevue Gardens	City of Richmond	\$3,800,000
Canterbury Enterprises LLC	Swansboro Place	City of Richmond	\$3,400,000
Community Housing Partners	Witter Place	City of Alexandria	\$3,400,000
Piedmont Housing Alliance	Cherry A	City of Charlottesville	\$3,400,000
Piedmont Housing Alliance	Cherry B	City of Charlottesville	\$3,400,000
Taft-Mills Group	Hillpoint Trace	City of Suffolk	\$3,278,172
Surber Development and Consulting LLC	Overlook Ridge	Augusta County	\$2,941,830
Rappahannock Rapidan Community Services Board	Madison Road Apartments	Orange County	\$2,876,850
Piedmont Housing Alliance	Friendship Court Apartments Phase II	City of Charlottesville	\$2,800,000
Alexandria Housing Development Corporation	GMV 4A	City of Alexandria	\$2,700,000
Alexandria Housing Development Corporation	GMV 4B	City of Alexandria	\$2,700,000
Alexandria Housing Development Corporation	GMV 9A	City of Alexandria	\$2,700,000

Arlington Partnership for Affordable Housing	Avonlea Senior Four	Loudoun County	\$2,700,000
Arlington Partnership for Affordable Housing	Avonlea Senior Nine	Loudoun County	\$2,700,000
Brinshore	Tidewater Gardens B1	City of Norfolk	\$2,700,000
Brinshore	Tidewater Gardens B2	City of Norfolk	\$2,700,000
Community Housing Initiative Inc.	The Harbor at Quantico Creek	Prince William County	\$2,700,000
S. L. Nusbaum Realty Co.	Mainline Apartments Phase I	Stafford County	\$2,700,000
S. L. Nusbaum Realty Co.	Mainline Apartments Phase II	Stafford County	\$2,700,000
Helping Overcome Poverty's Existence, Inc.	Monroe North Housing	Wythe County	\$2,681,850
Petersburg Redevelopment and Housing Authority	Pecan Acres Estates Phase II	City of Petersburg	\$2,600,000
Better Housing Coalition	Carter Woods IV	Henrico County	\$2,577,363
Taft-Mills Group	Lily Gardens	City of Staunton	\$2,558,238
Shag Development LLC	Dearington Hills Apartments II	City of Lynchburg	\$2,286,994
Piedmont Housing Alliance	1025-B Park Street	City of Charlottesville	\$2,245,000
Conifer LLC	Telestar Court	Fairfax County	\$2,100,000
Fairfax County Redevelopment and Housing Authority	Little River Glen 1	Fairfax County	\$2,100,000
Landmark Asset Services Inc.	Rivermont School Apartments	City of Covington	\$2,100,000
Southside Community Development and Housing Corporation	Emporia Rail Depot Townhomes	City of Emporia	\$2,100,000
Hill Tide Housing Investments LLC	Goose Creek	City of Staunton	\$1,950,000



March 13, 2024

To Whom it May Concern,

The following document is an excerpt from the Senate Appropriations Bill for Fiscal Year 2024, showing grantees and the allocations for each project. SCDHC's Emporia Rail Depot Townhomes Project, Supported by Senators Warner and Kaine, is included on Page 289. SCDHC has copied Page 289 of this bill for your convenience and highlighted the line with our approved grant allocation. This bill was passed by Congress on Tuesday, March 12<sup>th</sup>, 2024.

Sincerely,

Robbie Franklin, Director of Real Estate Development

**VISIT US ONLINE AT [SCDHC.COM](http://SCDHC.COM)**

1624 HULL STREET • RICHMOND, VIRGINIA 23224 • (804) 231-4449

Department of Housing and Urban Development	Community Development Fund	Loudoun Citizens for Social Justice, Inc. d/b/a LAWS Domestic Violence Sexual Assault Services	LAWS Domestic Violence Shelter	VA	1,000,000	Wexton	Kaine, Warner	H
Department of Housing and Urban Development	Community Development Fund	Hero's Bridge	Hero's Bridge Village	VA	1,000,000	Wexton		H
Department of Housing and Urban Development	Community Development Fund	Harrisonburg Rockingham Child Day Care Center	Building Renovation	VA	1,000,000		Kaine, Warner	S
Department of Housing and Urban Development	Community Development Fund	Better Housing Coalition	Carter Woods Multi-Family Development	VA	2,000,000		Kaine, Warner	S
Department of Housing and Urban Development	Community Development Fund	Piedmont Housing Alliance	Charlottesville Financial Opportunity Center + Housing Hub	VA	650,000		Kaine, Warner	S
Department of Housing and Urban Development	Community Development Fund	Arlington Retirement Housing Corporation	Culpepper Garden Senior Affordable Housing Revitalization	VA	2,031,000		Kaine, Warner	S
Department of Housing and Urban Development	Community Development Fund	Richmond Metropolitan Habitat for Humanity	Emergency Critical Home Repairs	VA	30,000		Kaine, Warner	S
Department of Housing and Urban Development	Community Development Fund	Southside Community Development & Housing Corporation	Emporia Rail Depot Townhomes	VA	1,000,000		Kaine, Warner	S
Department of Housing and Urban Development	Community Development Fund	Virginia Supportive Housing	Gosnold II	VA	500,000		Kaine, Warner	S
Department of Housing and Urban Development	Community Development Fund	Blue Grass Resource Center	Highland Inn Revitalization	VA	812,000		Kaine, Warner	S
Department of Housing and Urban Development	Community Development Fund	Community Housing Partners Corporation	Legacy on Main	VA	1,250,000		Kaine, Warner	S
Department of Housing and Urban Development	Community Development Fund	Arlington Partnership for Affordable Housing	Marbella Site B Development	VA	1,280,000		Kaine, Warner	S





Crater Planning District Commission  
PDC Housing Development Program Agreement  
Southside Community Development and Housing Corporation

3/7/2024

Award Amount: **\$300,000**

THIS AGREEMENT (the "Agreement"), entered into this 7th day of March, 2024 (the Effective Date"), by and between the CRATER PLANNING DISTRICT COMMISSION (hereinafter referred to as "CPDC"), a political subdivision of the Commonwealth of Virginia, and Southside Community Development and Housing Corporation (hereinafter referred to as "Grantee").

WHEREAS, the CPDC is responsible for the operation and administration of Virginia Housing-sponsored PDC Housing Development Program (hereinafter referred to as "Grant Program").

WHEREAS, THE CPDC has approved the Grantee's request for funding (the "Grant") for the new construction and development that includes (25) units of affordable housing (hereinafter referred to as "Project") in Emporia, a Census Designated Place in Virginia with the following address:

**307 Reese Street  
Emporia, VA 23847**

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth below, the parties hereto agree as follows:

**1. Grant Purpose and Administration of Funds**

- a) This Grant will be administered under the terms stated by Virginia Housing in the Virginia Housing PDC Housing Development Program Handbook (included in Exhibit A attached herein), by Virginia Housing's staff and representatives, and according to the discretion of the CPDC.
- b) The purpose of this Grant is to reimburse the Grantee for an amount not to exceed Three Hundred Thousand Dollars and 0/100 (\$300,000.00) (the "Grant Award") to cover a portion of the

construction and related costs of the Project. Attached in Exhibit B is the approved project budget (the "Budget"). Project costs eligible to be covered by the Grant are highlighted therein.

c) The funds for this Grant will be held by Virginia Housing. Grantee shall be responsible for submitting reimbursement requests (each, a "Reimbursement Application") to the CPDC, which must be reviewed and approved by both the CPDC and Virginia Housing before any Grant funds may be disbursed to Grantee.

d) Grant funds will be available to be disbursed quarterly to Grantee on a reimbursement basis. Prior to the disbursement of any Grant funds, Grantee must submit to the CPDC, as part of its Reimbursement Application, source documentation of direct costs, such as invoices, receipts and cancelled checks. Grantee will be reimbursed for the cost of the work completed up to the amount of the Grant Award. Grantee's Reimbursement Applications must document the actual cost of the work performed. Timing of the reimbursements will be dependent upon the receipt and approval of Reimbursement Applications.

e) All fund disbursements are contingent and subject to final approval by the CPDC and Virginia Housing, in their sole discretion.

f) Grantee's Reimbursement Applications must include reimbursement requests that correspond to amounts by line items detailed in the approved budget. Reimbursement for any expense shall not exceed the amount budgeted to corresponding line-item, reduced by any amounts which have previously been reimbursed from that line-item. If budget modifications are needed, the Grantee should contact the CPDC to make adjustments no later than 15 days prior to the end of each quarter.

Funding, except for acquisitions, shall be disbursed on a reimbursement basis; and no more than 85% of the Grant Award may be requested prior to completion of predevelopment activities as set forth by Section 2.7 of the Virginia Housing PDC Housing Development Program Handbook (as it may be amended from time to time).

g) Reimbursement Applications, which shall include expense documentation in form of receipts, budget reports, invoices, and any other documentation reasonably necessary, in Virginia Housing or the CPDC's discretion, the support the expense, must be submitted to the CPDC with a status update on the dates outlined below.

The following are the end dates for each quarter: September 30, December 31, March 31, & June 30. The Grantee shall notify the CPDC at least one week before the end of the quarter if it does not intend to submit a Reimbursement Application. Status updates should be provided quarterly, regardless of whether Grantee submits a Reimbursement Application. Upon completion of the Project, a final status report should be submitted to include videos and/or photos and three (3) available dates and times for Virginia Housing, the CPDC, or their agents to conduct site visits to inspect the Project if necessary.

- April 7, 2024 for the months January 1, 2024 through March 31, 2024
- July 7, 2024 for the months April 1, 2024 through June 30, 2024
- October 6, 2024 for the months of July 1 through September 30, 2024
- January 6, 2025 for the months October 1, 2024 through December 31, 2024
- April 7, 2025 for the months January 1, 2025 through March 31, 2025
- July 7, 2025 for the months April 1, 2025 through June 30, 2025

h) Grantee shall maintain clear and accurate records and documentation of expenses related to the Grant. Reimbursement Applications that do not contain adequate documentation will not be accepted by the CPDC.

i) Should a Reimbursement Application be incomplete or received after the applicable quarterly deadline for any reason, the Grantee will not be eligible for reimbursement until the subsequent quarter. No subsequent Reimbursement Application shall be approved for a Grantee who has a prior overdue or incomplete Reimbursement Application. Grant funds will not be disbursed until a complete Grant Reimbursement Application has been submitted and approved by the CPDC.

j) Grantees shall retain all records pertinent to expenditures incurred under this agreement for period of at least three (3) years after the expiration of the Grant Period (as hereinafter defined) or date of last reimbursement, whichever occurs first. Grantee agrees that the CPDC, Virginia Housing, or any authorized representative thereof, has access to and the right to examine all records, books, papers or documents related to the Grant. The CPDC and Virginia Housing shall have the right to review all of the Grantee's files associated with this Agreement where reimbursements are based on a record of time, salaries, materials, or actual expenses, Advance notice of no less than fifteen (15) days will be provided if the CPDC and/or Virginia Housing intend to review any of the Grantee's documentation related to the Grant.

k) Grantee shall maintain and operate fiscal management systems that meet or exceed the Generally Accepted Accounting Principles (GAAP) for funds control and accountability.

l) The CPDC may recapture any unspent funds. Grantee is required to cooperate with recapture requests, including any paperwork requests. The CPDC may utilize recaptured funds in any way authorized by the CPDC's agreement with Virginia Housing.

m) Proof of payment must be submitted with claims for each expense in which reimbursement is requested.

## 2. Timeline, Eligibility, and Use of Funds

- a) Grantee shall have between the date of this Agreement and until June 30, 2024 (said time period referred as the "Grant Period" herein) to conduct all eligible activities under this Grant.
- b) Grantee shall adhere to Virginia Housing guidelines for this Grant Program, as referenced herein and in the Virginia Housing PDC Housing Development Handbook, as it may be amended from time to time.
- c) The CPDC strongly recommends that Grantees review and utilize the Virginia Housing PDC Housing Development Handbook and all its subsequent versions to assist with identifying eligible and ineligible activities.
- d) If the Grantee is unclear about the eligibility of an activity for funding under this Grant it should send its questions to the CPDC, who can make an inquiry with Virginia Housing for final determination.
- e) If the Grantee is unable to agree to an activity or activities that are program eligible, then Virginia Housing will be notified by the CPDC.
- f) The CPDC has the right to terminate this Agreement if Grantee pursues ineligible activities or makes substantial changes outside of what was proposed in the initial application without CPDC approval. For example, if the Project falls through, if there are delays beyond the agreed upon deadline, or if the Project has proposed changes with inappropriate affordability levels or types of units, etc.

In the event of the termination of this Agreement, then at option of the CPDC, all Grant funds previously disbursed to Grantee, up to **\$300,000**, shall be repaid by Grantee to the CPDC within 90 days.

Failure to exercise this option shall not constitute a waiver by the CPDC of its right to exercise the same in the event of any subsequent default. If default by conditions of this Agreement is made and repayment of the award amount must be collected by suit or attorney, Grantee hereby agrees to pay additional ten percent of the grant as a collections fee.

- g) The CPDC may terminate this agreement this agreement if Grantee has not begun the construction phase by June 30, 2024, with few revisions offered on a case-by-case basis.
- h) The Project must be complete by June 30, 2025. The Project shall be deemed complete when all construction activity is complete, and all applicable certificates of occupancy have been issued by the appropriate governing authority.
- i) Grantees shall adhere to the following eligibility requirements, as described by the Virginia Housing PDC Handbook:

- Except for funding used for acquisition, no more than 85% of the Grant Award may be requested prior to the construction phase. (Please refer to 2.7 of the Virginia Housing PDC Housing Development Handbook, as it may be amended from time to time). Except for acquisition funding, 15% or more of the Grant Award must be reserved for expenses incurred during the construction or development phase of the Project.
- Funds will not be disbursed for activities that occur outside of the approved Grant period.
- Grantees may be given a one-time, 12-month extension during the developmental phase to complete the Project should any unforeseen circumstances arise, subject to the following conditions;
  - All extension requests must be approved by both the CPDC and Virginia Housing.
  - Funds may not be used to pay for activities currently funded by another funding source. Extension requests may be submitted no later than *January 1, 2025*.
- Funds may not be used for, in support of, or to develop owner-occupied rehabilitation, rent assistance, or emergency shelters.
- Grantee agrees to allow Virginia Housing or its agents to conduct on-site inspections of the Project upon request and prior to the release of final reimbursement.

### **3. Affordability Requirements**

a) Homeownership units generated by this Grant shall have a sale price and income limits consistent with Virginia Housing limits for that area or region unless lower limits are mandated by the use of leveraged financial resources from other funding sources. The most recent limits can be accessed by visiting <https://virginiahousing.com/loanlimits>.

b) Grantees must submit the proper documentation to ensure affordability is maintained for units developed under this grant program. The Grantee should submit a Certificate of Compliance, to be provided by the CPDC, no later than six months after the end of the Grant Period to ensure that proper affordability is maintained for units developed under this Grant program. Additionally, the Grantee must comply with the following affordability monitoring requirements:

For Homeownership units, the CPDC will carry a subordinate deed of trust and promissory note on each homeownership property as a means of recovering their investment in the event if a sale before the expiration of the affordability period. This deed of trust will be executed at the time of sale. Homeownership unit must be sold at an affordability level of 80% AMI or lower and the deed of trust will be effective for a 5-year affordability period.

c) In the event a homeownership unit is sold before the end of Affordability Compliance Period, Grantee shall repay the amount of the Grant Award invested towards the units to the CPDC on a prorated basis based on how long the property has been in compliance prior to sale. Units of homeownership may be sold to another income-qualified household as a substitute for repayment.

#### **4. Pre and Post award Reporting Requirements**

- a) Grantee shall comply with the programmatic requirements found in Virginia Housing's PDC Housing Development Handbook, as it may be amended from time to time.
- b) Grantee shall cooperate with Virginia Housing staff in research and evaluative studies related to the Grant program.
- c) Grantee must alert the CPDC and Virginia Housing of any public event or press distribution related to the Grant. Any use of Virginia Housing or CPDC trademarks, images, or intellectual property must be requested by Grantee in a timely manner prior to use. All marketing materials related to the Grant must be approved by Virginia Housing and CPDC prior to use.
- d) The CPDC may withhold reimbursement to Grantee if, in the sole opinion of CPDC, any programmatic reporting requirements have not been satisfied or are not being satisfied. The CPDC may also withhold reimbursement to Grantee if Grantee is suspended or terminated from any other CPDC, Virginia Housing, local, state or federal government program, voluntarily or involuntarily placed on inactive status by Virginia Housing, or suspended or terminated from the Virginia Housing Grant Program.

#### **5. Oversight**

By entering into this Agreement, Grantee, including any subsidiary or affiliate of Grantee, agrees to cooperate fully with the monitoring and oversight efforts as conducted by the CPDC and/or Virginia Housing, its agents, authorized representatives, and third-party contractors, through site visits, file audits, and other methods. Oversight may include, but is not limited to, remote inspection or on-site performance reviews by the CPDC and/or Virginia Housing and/or third parties acting on behalf of the CPDC or Virginia Housing. The Grantee will be notified of any site visits, file audits, remote inspections, or on-site performance reviews no less than fifteen (15) days before the review. If Grantee has other obligations that require information to be kept confidential, measures must be taken to ensure that CPDC and/or Virginia Housing and/or third parties acting on behalf of the CPDC or Virginia Housing have access to information for audit and oversight purposes that demonstrates to the satisfaction of the CPDC and Virginia Housing the requirements of this Agreement are being or have been met.

#### **6. Notices, Demands, and Communications between the Grantee and the CPDC**

Notices, demands and communications between the Grantee and the CPDC shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation of delivery, addressed to:

To CPDC: Crater Planning District Commission  
1964 Wakefield Street  
Post Office Box 1808  
Attn: Hannah Woehrle, Planner II  
Telephone: 804-861-1666  
Email: [hwoehrle@craterpdc.org](mailto:hwoehrle@craterpdc.org)

To Grantee: Southside Community Development and Housing Corporation  
1624 Hull Street  
Richmond, Virginia 23224  
Attn: Dianna Bowser, President & CEO  
Telephone: 804-231-4449  
Email: [dianna@scdhc.com](mailto:dianna@scdhc.com)

## **7. Successors**

This agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

## **8. Compliance with Laws**

The Grantee shall comply with the provisions all labor laws, procurement laws of the city/county where the project is located, the laws of the Commonwealth of Virginia, and all federal statutes and regulations which may be applicable to the performance of this Grant. In particular, the Grantee shall comply with all applicable building and zoning regulations. In addition, the Grantee shall obtain all necessary permits for intended improvements or building activities.

## **9. Fair Housing**

The Grantee shall comply with Title VII of the Civil Rights Act of 1968 (PL 90-284, 42 U.S.C. 3601-20), as amended and will administer all funded projects related to housing and community development in a manner to affirmatively further fair housing.

By signing this document, Southside Community Development and Housing Corporation accepts the terms and conditions of the CPDC's Agreement for the Grant dated March 7<sup>th</sup>, 2024. As Grantee of the CPDC for the Grant, Southside Community Development and Housing Corporation commits to carrying out the required and eligible activities for this Project as outlined in this Agreement.

The undersigned has full authority to make this commitment on behalf of the organization and is able to enter into this agreement without restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

**[Signatures and acknowledgements appear on the following pages]**

IN WITNESS WHEREOF, the Grantee, Southside Community Development and Housing Corporation, has signed this agreement on this 7<sup>th</sup> day of March, 2024.

GRANTEE

Southside Community Development and Housing Corporation

By: *Dianna C. Bowser*

Dianna Bowser  
President & CEO

CPDC

Crater Planning District Commission

By: *E. Jay Ellington*

E. Jay Ellington  
Executive Director








# CPDC Rail Depot Townhomes Housing Dev Agreement

Final Audit Report

2024-03-14

Created:	2024-03-07
By:	Crater PDC (info@craterpdc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoP00s4iveEX6Ogfbid9E7iie4uCoQxPG

## "CPDC Rail Depot Townhomes Housing Dev Agreement" History

-  Document created by Crater PDC (info@craterpdc.org)  
2024-03-07 - 6:49:58 PM GMT- IP address: 50.240.80.70
-  Document emailed to Dianna Bowser (dianna@scdhc.com) for signature  
2024-03-07 - 6:50:02 PM GMT
-  Email viewed by Dianna Bowser (dianna@scdhc.com)  
2024-03-08 - 4:49:51 AM GMT- IP address: 140.248.0.0
-  Document e-signed by Dianna Bowser (dianna@scdhc.com)  
Signature Date: 2024-03-14 - 0:22:09 AM GMT - Time Source: server- IP address: 73.147.42.144
-  Agreement completed.  
2024-03-14 - 0:22:09 AM GMT

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

## Virginia Housing Renter Education Program

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

### Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of Emporia Rail Depot Townhomes:

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

Tax Parcel Nos.: \_\_\_\_\_

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Peter L. Henderer, VSB # 40994  
McCandlish Holton, PC  
P.O. Box 796  
Richmond, VA 23218-0796

## **RIGHT OF FIRST REFUSAL AGREEMENT**

### **Emporia Rail Depot Townhomes**

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of \_\_\_\_\_, 202\_, [Closing Date] by and among **EMPORIA RAIL DEPOT TOWNHOMES, LLC**, a Virginia limited liability company (the “Owner” or the “Company”) (index as Grantor), **SOUTHSIDE COMMUNITY DEVELOPMENT AND HOUSING CORPORATION**, a Virginia non-stock nonprofit corporation (the “Grantee”, and index as Grantee), and is consented to by **ERDT Manager, LLC**, a Virginia limited liability company (the “Managing Member”), **VCDC Equity Fund \_\_, LLC**, a Virginia limited liability company (the “Investor Member”) and **VAHM, LLC**, a Virginia limited liability company (the “Special Member”). The Managing Member, Investor Member, and Special Member are sometimes referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### **Recitals**

A. The Owner, pursuant to its Amended and Restated Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 52-unit townhouse-style apartment project for families located in Emporia, Virginia and commonly known as “Emporia Rail Depot Townhomes” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is the sole shareholder of a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

- A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

- A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal

Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

- B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.
- C. The Purchase Price shall be paid at Closing in one of the following methods:
  - (i) the payment of all cash or immediately available funds at Closing, or
  - (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

- A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:
  - (i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and
  - (ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.
- B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:
  - (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
  - (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
  - (iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

- (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement after all applicable notice and cure periods, the Investor Member may elect to exercise any rights it has under the Operating Agreement to terminate this Agreement and to exercise any rights it has under the Operating Agreement to release this Agreement as a lien against the Project, upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing's sole discretion.

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in the City of Richmond, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

#### Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS,**" latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

#### Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also



apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

- A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).
- B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement; and
- (iii) If to the Grantee, Southside Community Development and Housing Corporation, at 624 Hull Street, Richmond, VA 23224.

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]













**EXHIBIT A**

**LEGAL DESCRIPTION**

All those certain lots or parcels of land, generally known and generally described as:

Parcel B

BEGINNING at an iron pin found in the southwesterly line of Atlantic Street at the northwest corner of lands now or formerly of R. C. and Ann K. Newsome (D.E. 100, Pg. 730); -thence with the Newsome lands the following two (2) courses:

- 1- South 389 37' 08" West 97.84 ft. to an iron pin found, and
- 2- South 499 56' 46" East, passing an iron pin set at 177.14 ft., a total distance of 212.00 ft. to a point in Reese Street; thence South 32' 53' 15" West 516.04 ft. to a painted mark on a steel grate at or near the intersection of Reese Street with the northeasterly line of Southampton Street; thence along Southampton Street, North 59' 18' 57" West 367.39 ft. to an iron pin set 53.00 ft. southeast of Grantor's most westerly railroad track; thence North 39' 06' 54" East 678.47 ft. to an iron pin set 53.00 ft. southeast of the westerly railroad track in the southwesterly line of Atlantic Street; thence with the southwesterly line of Atlantic Street, South 44• 40' 08" East 95-18 ft. to the POINT OF BEGINNING; containing 4.42 acres, more or less.

BEING the same real estate conveyed to Emporia Rail Depot Townhomes, LLC by Deed recorded in the Clerk's Office, Circuit Court, City of Richmond, Virginia, simultaneously herewith.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

1. Internet Education Information for Residents
2. Internet Acceptable Use Policy:  
Resident Acknowledgement Form
3. Internet Security Plan



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

---

[www.NetLiteracy.org](http://www.NetLiteracy.org)





## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

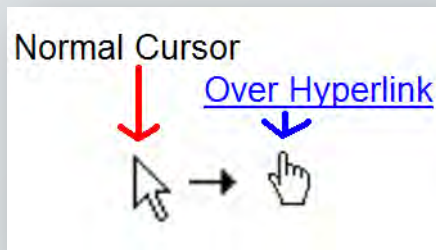
necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.



## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

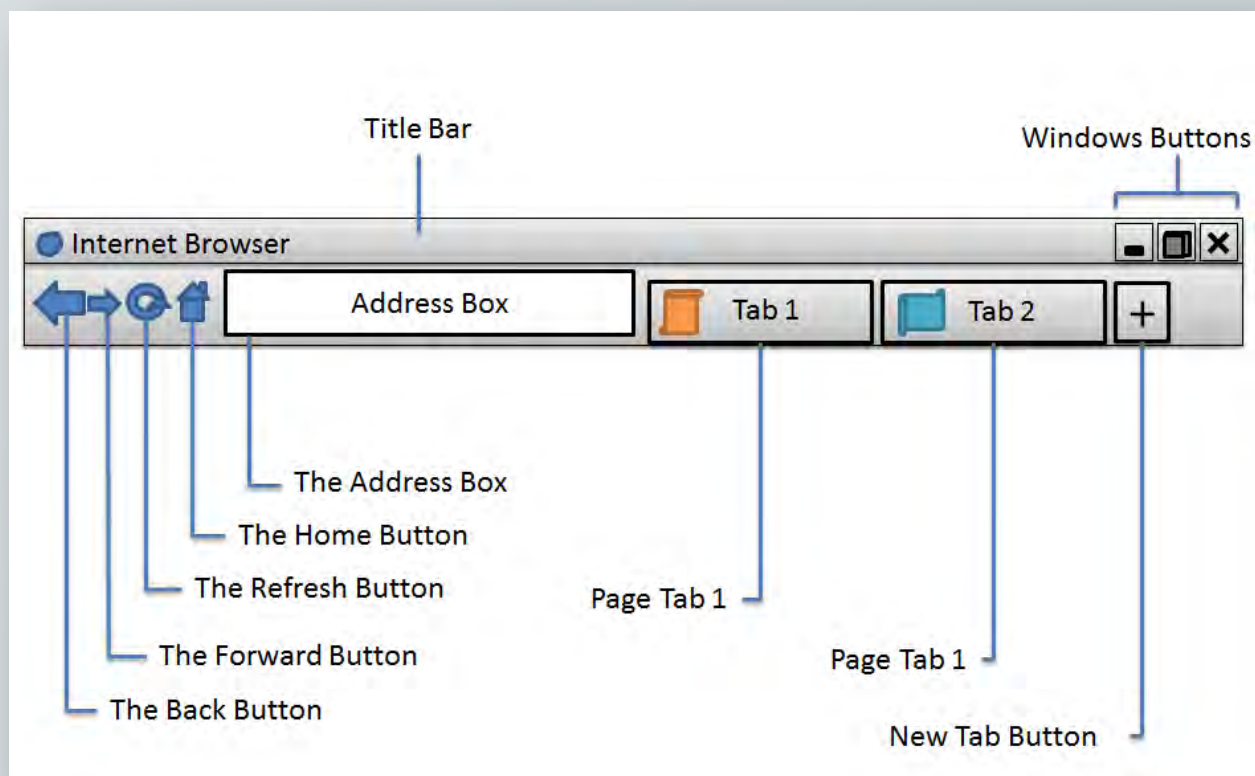
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).





## The Buttons

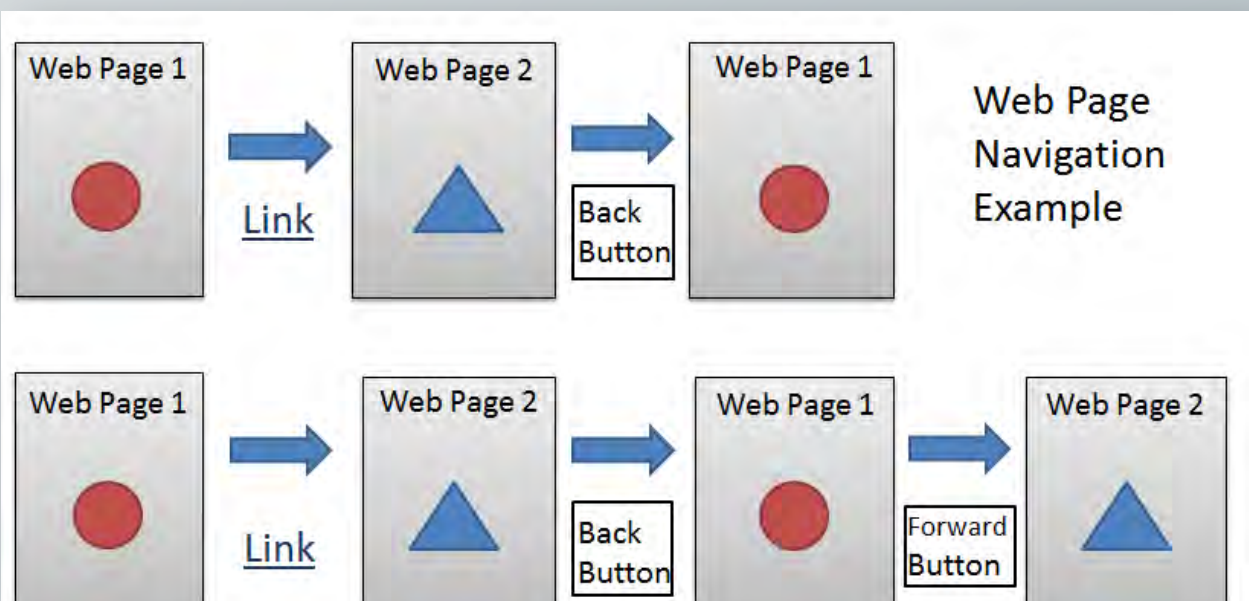
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.







## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



# http://www.google.com

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www**- Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.(dot)**- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name**- Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**“.” (dot)**- See previous Definition

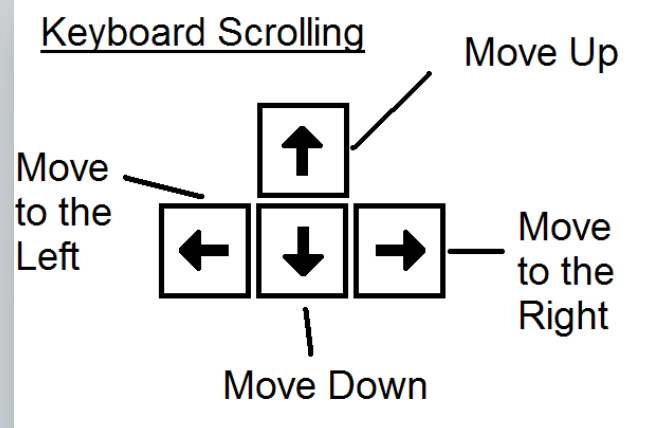
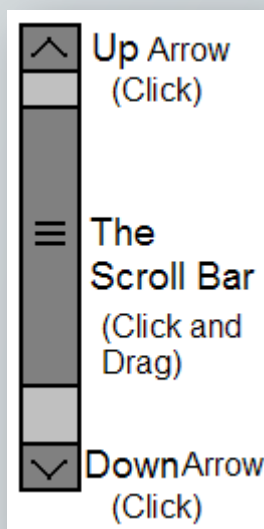
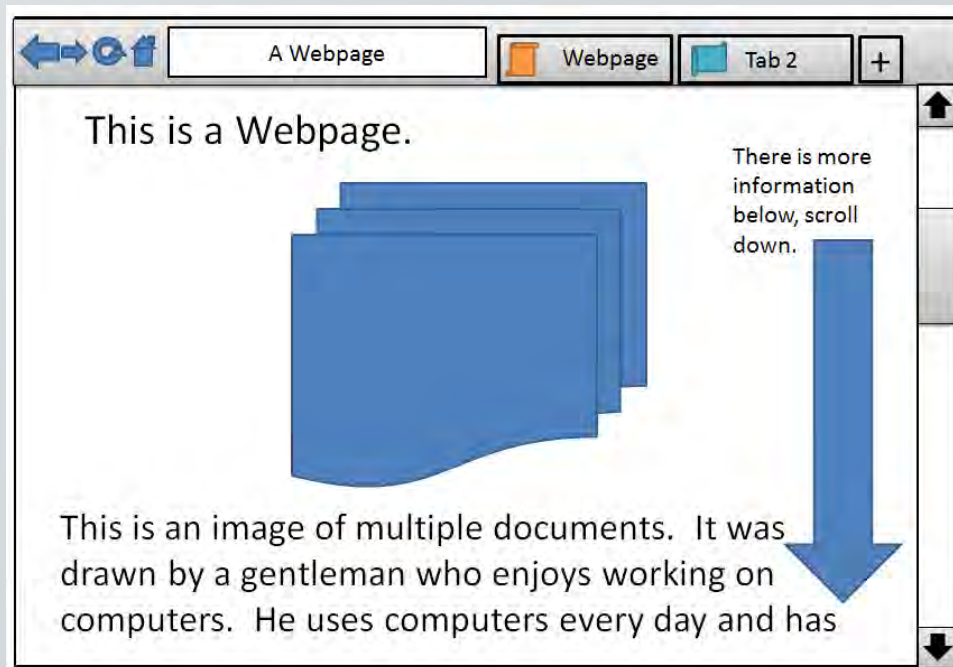
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



## Scrolling on Webpages

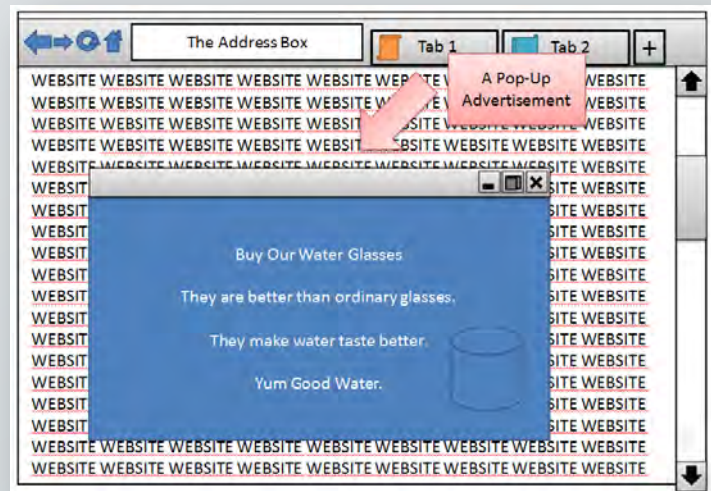
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



## Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.



## Searching the Internet

Because there are so many things on the Internet, it is

frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.

## Internet Acceptable Use Policy (AUP)

All users of \_\_\_\_\_ Internet services agree to and must comply with this Acceptable Use Policy (AUP). \_\_\_\_\_ does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, \_\_\_\_\_ may remove, block, filter, or restrict by any other means any materials that, in \_\_\_\_\_ sole discretion, may be illegal, may subject \_\_\_\_\_ to liability, or which may violate this AUP. \_\_\_\_\_ may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or \_\_\_\_\_ account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and \_\_\_\_\_ remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of \_\_\_\_\_'s or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

- **Reselling the services:** Reselling the Services without \_\_\_\_\_ 's authorization.
- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use \_\_\_\_\_ Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, \_\_\_\_\_ maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by \_\_\_\_\_ .

\_\_\_\_\_ requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

\_\_\_\_\_ may take any one or more of the following actions, or other actions not listed, at \_\_\_\_\_ 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

\_\_\_\_\_ reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

\_\_\_\_\_ provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known

commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information. \_\_\_\_\_ advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

\_\_\_\_\_ SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF. \_\_\_\_\_ PROVIDES ACCESS TO THE INTERNET AND THE \_\_\_\_\_ NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE \_\_\_\_\_ NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES \_\_\_\_\_ FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_



# Draft Internet Security Plan

## Network Security:

### 1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a \_\_\_\_\_ (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

### 2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

### 3. Standard

#### 3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements  
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS

- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Equipment

### 1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at \_\_\_\_\_ (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

### 2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

### 3. Policy

#### 3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

#### 3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

### 3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

### 3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

### 3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

## **Emporia Rail Depot Townhomes, LLC**

### MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS

#### **Emporia Rail Depot Townhomes**

Emporia Rail Depot Townhomes is a 52 unit affordable multi-family housing development located within the City of Emporia, VA. Six (6) units in the development will be constructed to meet HUD accessibility requirements as outlined in Section 504 of the Rehabilitation Act and will be actively marketed to persons with disabilities in accord with the Fair Housing Act. These six units represent 10% of the total units at the property.

The six (6) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. The Owner/Agent will market the units to persons with disabilities on an ongoing basis throughout the year and will provide sufficient documentation to Virginia Housing's compliance officer. "Ongoing Basis" shall mean the Owner/Agent will contact at least two (2) resources per month to market the available Section 504 accessible units.

When a Section 504 accessible unit becomes available for occupancy, it shall first be offered to a qualified individual/household with disabilities currently residing at the property in a non-accessible unit who requires accessible features. If no such persons/households reside at the property, the Owner/Agent shall offer the unit to the next available qualified individual/household with disabilities on the property's waiting list. After 60 days if no qualified applicant with disabilities requires the unit, the Owner/Agent may place a tenant household with no disabled members in the unit upon approval by the designated Virginia Housing compliance officer. The approved lease will contain a provision requiring the non-disabled-household to move to a vacant unit of comparable size within the development if a household with disabled members applies for the unit. The prospective disabled-tenant-household will be placed on the property's waiting list until a vacant unit of comparable size is available to complete the non-disabled tenant household's move to the new unit. The moving costs of the temporary / non-disabled tenant household will be paid by the property.

Individuals seeking housing will need to qualify under the income restrictions and application screening of Emporia Rail Depot Townhomes, including but not limited to having a household income at least 60% or less of the Area Median Income.

#### Resources and Marketing:

Emporia Rail Depot Townhomes, LLC will utilize the resources of several organizations in the Emporia area to promote the availability of its accessible and affordable



housing units. The following agencies will be contacted regularly and be provided with updated leasing information on Emporia Rail Depot Townhomes.

VirginiaHousingSearch.com – Emporia Rail Depot Townhomes will be posted on the **virginiahousingsearch.com** website which will be provided with regular leasing updates.

**District 19 Community Services Board** – Owner/Agent will communicate with the District 19 Community Services Board to inform them of available accessible units.

**Department of Social Services** – Owner/Agent will communicate with the Regional Department of Social Services to inform them of available accessible units.

**AccessVA.org** and other supportive non-profit organizations – Owner/Agent will communicate with accessibility minded organizations to inform them of the availability of accessible units at Emporia Rail Depot Townhomes.

**Newspapers/Internet** – Newspaper and internet advertisements reach a broad range of apartment seekers, and as such, provide an excellent form of advertisement. When these methods are used, Owner/Agent will communicate the presence of available accessible units.

Leasing Preference for Virginia Housing Target Populations:

Additionally, Emporia Rail Depot Townhomes, LLC will provide first leasing preference to members of target populations, as defined and required by Virginia Housing. Established by Memorandum of Understanding between Virginia Housing and other participating agencies, target populations will be equipped with state rental assistance. The leasing preference provided by Emporia Rail Depot Townhomes, LLC shall apply to no more than 10% of the units (total of 6 units) at the property at a given time. The owner will not impose tenant selection criteria or leasing terms to individuals receiving this preference that are more restrictive than:

- 1.) the property's standard eligibility requirements / leasing terms;
- 2.) the eligibility criteria for state rental assistance; or
- 3.) any terms in the Virginia Housing MOU establishing the target population.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

Not  
Applicable

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

**SWAM CONTRACT CERTIFICATION**  
(TO BE PROVIDED AT TIME OF APPLICATION)

**LIHTC Applicant Name** Emporia Rail Depot Townhomes LLC

**Name of SWaM Service Provider** Canterbury Enterprises, LLC / Gerald Burr, Jr.

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.***

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.
  
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Canterbury Enterprises, LLC will be contracted to perform as the General Contractor on the Emporia Rail Depot Townhomes. Preconstruction services have already been rendered and provided ERDT with a Construction estimate. The general contractor will be valid from the start of the project until the project is 100% complete.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Emporia Rail Depot Townhomes LLC  
Name of Applicant

  
Signature of Applicant

Gerald Burr, Jr./ Manager of Managing Member  
Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Canterbury Enterprises, LLC  
Name of SWaM Certified Service Provider

  
Signature of SWaM Certified Service Provider

Gerald Burr, Jr./ President  
Printed Name and Title of Authorized Signer

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor  
Richmond, VA 23219

### CANTERBURY ENTERPRISES, LLC

is a certified Small, Minority Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 10953  
Valid Through: Sep 27, 2028

**Accordingly Certified**

*Willis A. Morris*

**Willis A. Morris, Director**





# **Tab AA:**

Priority Letter from Rural Development

Not  
Applicable

# **TAB AB:**

Social Disadvantage Certification

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Gerald Burr, Jr.

LIHTC Applicant Name Emporia Rail Depot Townhomes LLC

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

**INSTRUCTIONS:**

***Please complete either IA or 1B and also provide a complete response to II. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.***

I. **SOCIAL DISADVANTAGE**

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

Black American

Hispanic American

Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

B. \_\_\_\_\_ I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

II. Ownership and Control

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

**Gerald Burr has 40% ownership in Canterbury Development Group, LLC which is the 51% owner of the Managing Member. See the attached organizational chart.**

CERTIFICATION OF ELIGIBILITY

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Emporia Rail Depot Townhomes LLC  
Name of Applicant

  
Signature of Applicant

Gerald Burr, Jr / Member  
Printed Name and Title of Authorized Signer

PRINCIPAL:

  
Signature of Qualifying Principal

Gerald Burr, Jr / Member  
Printed Name and Title of Qualifying Principal

# ORGANIZATIONAL CHART

