
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 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 | stephanie.flanders@virginiahousing.com | (804) 343-5939 |
| Jonathan Kinsey | jonathan.kinsey@virginiahousing.com | (804) 584-4717 |
| Phil Cunningham | phillip.cunningham@virginiahousing.com | (804) 343-5514 |
| Lauren Dillard | lauren.dillard@virginiahousing.com | (804) 584-4729 |
| Jaki Whitehead | jaki.whitehead@virginiahousing.com | (804) 343-5861 |
| Hadia Ali | hadia.ali@virginiahousing.com | (804) 343-5873 |

TABLE OF CONTENTS

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

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

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 (MANDATORY) - Invoice information will be provided in your Procorem Workcenter |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | Scanned Copy of the Signed Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (see manual for details) (MANDATORY) |
| <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool) |
| | 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 (MANDATORY if Rehab) |
| | 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 checked="" type="checkbox"/> | Tab M: <i>(left intentionally blank)</i> |
| <input type="checkbox"/> | Tab N: Homeownership Plan |
| <input 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 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 |

VHDA TRACKING NUMBER

2024-C-49

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/13/2024

1. Development Name: Terraces at Arlington View West
2. Address (line 1): 1401 & 1429 South Rolfe Street
 Address (line 2):
 City: Arlington State: VA Zip: 22204
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 Arlington County
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: 1033.00
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 | TRUE | FALSE |

Enter only Numeric Values below:

13. Congressional District: 8
- Planning District: 8
- State Senate District: 40
- State House District: 3

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

Terraces at Arlington View West (fka Arlington View Terrace West) will replace five existing garden-style buildings and 47 units with 78 new construction affordable units across two buildings.

VHDA TRACKING NUMBER

2024-C-49

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/13/2024

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: Mark Schwartz
 Chief Executive Officer's Title: County Manager Phone: 703-228-3414
 Street Address: 2100 Clarendon Boulevard, Suite 302
 City: Arlington State: VA Zip: 22201

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Anne Venezia, Housing Director

- 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:

New Construction

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? FALSE

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: AHC Terraces West LLC

Developer Name: AHC Inc.

Contact: M/M ▶ Mr. First: Tyler MI: Last: Pearre

Address: 2230 North Fairfax Drive, Suite 100

City: Arlington St. ▶ VA Zip: 22201

Phone: (240) 876-7772 Ext. Fax: (703) 486-0653

Email address: tyler.pearre@ahcinc.org

Federal I.D. No. 991587483 (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.
Alan Goldstein, alan.goldstein@ahcinc.org, (202) 905-5051

- 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. FALSE 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.
- TRUE 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: Option

Expiration Date: 12/31/2025

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..... 12/31/2025 .

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: AHC Service Corporation (land) & AHC Limited Partnership-3 (improvements)
 Address: 2230 North Fairfax Drive, Suite 100
 City: Arlington St.: VA Zip: 22201
 Contact Person: Tyler Pearre Phone: (240) 876-7772
There is an identity of interest between the seller and the owner/applicant..... TRUE

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> |
|---------------------------------------|----------------|--------------------------------|--------------------|
| (1) Arlington View Terrace Housing Cc | (703) 486-0626 | General Partner of LP-3 | 0.01% |
| (2) Westover Housing Associates, Inc. | (703) 486-0626 | Limited Partner of LP-3 | 99.99% |
| Paul Bernard | (703) 486-0626 | President of (1), (2), and AHC | 0.00% |
| AHC Inc. | (703) 486-0626 | Sole owner of (1), controls (2 | 0.00% |
| | | | 0.00% |
| | | | 0.00% |
| | | | 0.00% |

*needs ownership %
needs ownership %*

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: | Erik Hoffman | This is a Related Entity. | FALSE |
| Firm Name: | Klein Hornig | DEI Designation? | FALSE |
| Address: | 1325 G Street NW, Suite 770 Washington, DC 20005 | | |
| Email: | ehoffman@kleinhornig.com | Phone: | (202) 926-3404 |
| 2. Tax Accountant: | Ashley Bell | This is a Related Entity. | FALSE |
| Firm Name: | SC&H Group | DEI Designation? | FALSE |
| Address: | 910 Ridgebrook Road Sparks, MD 21152 | | |
| Email: | abell@schgroup.com | Phone: | (410) 793-1818 |
| 3. Consultant: | | This is a Related Entity. | FALSE |
| Firm Name: | | DEI Designation? | FALSE |
| Address: | | Role: | |
| Email: | | Phone: | |
| 4. Management Entity: | Janice Haub | This is a Related Entity. | FALSE |
| Firm Name: | Paradigm Management II, LP | DEI Designation? | FALSE |
| Address: | 1515 North Courthouse Road, Suite 600 Arlington, VA 22201 | | |
| Email: | jhaub@paradigmcos.com | Phone: | (571) 482-5922 |
| 5. Contractor: | Greg Pearson | This is a Related Entity. | FALSE |
| Firm Name: | Harkins Builders | DEI Designation? | FALSE |
| Address: | 10490 Little Patuxent Parkway, Suite 400 Columbia, MD 21044 | | |
| Email: | gpearson@harkinsbuilders.com | Phone: | (240) 375-1454 |
| 6. Architect: | Lee Quill | This is a Related Entity. | FALSE |
| Firm Name: | Cunningham Quill Architects | DEI Designation? | FALSE |
| Address: | 1054 31st Street NW, Suite 315 Washington, DC 20007 | | |
| Email: | lquill@cunninghamquill.com | Phone: | (202) 337-0090 |
| 7. Real Estate Attorney: | Erik Hoffman | This is a Related Entity. | FALSE |
| Firm Name: | Klein Hornig | DEI Designation? | FALSE |
| Address: | 1325 G Street NW, Suite 770 Washington, DC 20005 | | |
| Email: | ehoffman@kleinhornig.com | Phone: | (202) 926-3404 |
| 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..... **TRUE**
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..... **TRUE**
- 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:

- TRUE a. Be authorized to do business in Virginia.
TRUE b. Be substantially based or active in the community of the development.
TRUE 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.
TRUE d. Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest.
TRUE e. Not be affiliated with or controlled by a for-profit organization.
TRUE f. Not have been formed for the principal purpose of competition in the Non Profit Pool.
TRUE 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: AHC, Inc.

Contact Person: Paul Bernard

Street Address: 2300 North Fairfax Drive, Suite 100

City: Arlington State: VA Zip: 22201

Phone: (703) 486-0626 Contact Email: paul.bernard@ahcinc.org

G. NONPROFIT INVOLVEMENT

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 100.0%

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: AHC Inc.

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 all units in development | 78 | bedrooms | 159 |
| Total number of rental units in development | 78 | bedrooms | 159 |
| Number of low-income rental units | 78 | bedrooms | 159 |
| Percentage of rental units designated low-income | 100.00% | | |
| | | | |
| b. Number of new units:..... | 78 | bedrooms | 159 |
| 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..... | | 141,287.00 | (Sq. ft.) |
| e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)..... | | 24,329.79 | (Sq. ft.) |
| f. Nonresidential Commercial Floor Area (Not eligible for funding)..... | | 0.00 | |
| g. Total Usable Residential Heated Area..... | | 116,957.21 | (Sq. ft.) |
| h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space | | 100.00% | |
| i. Exact area of site in acres | 1.354 | | |
| j. Locality has approved a final site plan or plan of development..... | | FALSE | |
| If True , Provide required documentation (TAB O). | | | |
| k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G) | | | |
| 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 | 986.78 | SF | 2 | 2 |
| 1BR Garden | 1061.54 | SF | 11 | 11 |
| 2BR Garden | 1495.45 | SF | 50 | 50 |
| 3BR Garden | 1876.80 | SF | 14 | 14 |
| 4BR Garden | 2259.18 | SF | 1 | 1 |
| 2+ Story 2BR Townhouse | 0.00 | SF | 0 | 0 |
| 2+ Story 3BR Townhouse | 0.00 | SF | 0 | 0 |
| 2+ Story 4BR Townhouse | 0.00 | SF | 0 | 0 |
| | | | 78 | 78 |

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)..... 2
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 5
- 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>FALSE</u> | v. Detached Single-family | <u>FALSE</u> |
| ii. Garden Apartments | <u>TRUE</u> | vi. Detached Two-family | <u>FALSE</u> |
| iii. Slab on Grade | <u>FALSE</u> | vii. Basement | <u>FALSE</u> |
| iv. Crawl space | <u>FALSE</u> | | |
- h. Development contains an elevator(s). TRUE
 - If true, # of Elevators. 3
 - Elevator Type (if known) _____

H. STRUCTURE AND UNITS INFORMATION

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

4. Site Amenities (indicate all proposed)

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

l. Describe Community Facilities: Community room, telemedicine room, garage parking, full-time onsite resid

m. Number of Proposed Parking Spaces 65
 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.
- 67.00% b1. Percentage of brick covering the exterior walls.
- 25.00% 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.
- FALSE f. *Not applicable for 2024 Cycles*
- FALSE g. Each unit is provided free individual broadband/high speed internet access.
(both access point categories have a minimum upload/download speed per manual.)
- TRUE 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.
- FALSE j. Full bath fans are equipped with a humidistat.
- TRUE k. Cooking surfaces are equipped with fire prevention features as defined in the manual
- FALSE 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.
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE 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 **Tab F**.
- FALSE 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.

J. ENHANCEMENTS

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"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
| <input type="checkbox"/> 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.
- 78 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:
100% of Total Rental Units

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

If not, please explain: No market rate units

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 | 12 | 15 | 19 | 22 | 26 |
| Air Conditioning | 6 | 7 | 9 | 10 | 12 |
| Cooking | 5 | 6 | 8 | 9 | 10 |
| Lighting | 19 | 25 | 30 | 35 | 41 |
| Hot Water | 11 | 14 | 17 | 21 | 24 |
| Water | 19 | 22 | 27 | 32 | 37 |
| Sewer | 25 | 30 | 40 | 50 | 60 |
| Trash | 0 | 0 | 0 | 0 | 0 |
| Total utility allowance for costs paid by tenant | \$97 | \$119 | \$149 | \$179 | \$210 |

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: Third-party utility study

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**)

TRUE

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.

FALSE

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

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

K. SPECIAL HOUSING NEEDS

K. SPECIAL HOUSING NEEDS

b. The development has existing tenants and a relocation plan has been developed..... TRUE
(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: Arlington County Housing Choice Voucher Program

Contact person: Vanessa Street

Title: Executive Director, Department of Human Services

Phone Number: (703) 228-1455

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: 15
% of total Low Income Units 19%

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: Morrya

Last Name: Jones

K. SPECIAL HOUSING NEEDS

Phone Number: (703) 486-0626 Email: morrya.jones@ahcinc.org

K. SPECIAL HOUSING NEEDS

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

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

- TRUE 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..... TRUE

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
- TRUE 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:

47

How many years in rental assistance contract?

20.00

Expiration date of contract:

8/31/2043

There is an Option to Renew.....

TRUE

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

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?

FALSE

K. SPECIAL HOUSING NEEDS

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 |
| 8 | 10.26% | 30% Area Median |
| 0 | 0.00% | 40% Area Median |
| 33 | 42.31% | 50% Area Median |
| 37 | 47.44% | 60% Area Median |
| 0 | 0.00% | 70% Area Median |
| 0 | 0.00% | 80% Area Median |
| 0 | 0.00% | Market Units |
| 78 | 100.00% | Total |

| Rent Levels | | |
|-------------|------------|-----------------|
| # of Units | % of Units | |
| 0 | 0.00% | 20% Area Median |
| 8 | 10.26% | 30% Area Median |
| 0 | 0.00% | 40% Area Median |
| 33 | 42.31% | 50% Area Median |
| 37 | 47.44% | 60% Area Median |
| 0 | 0.00% | 70% Area Median |
| 0 | 0.00% | 80% Area Median |
| 0 | 0.00% | Market Units |
| 78 | 100.00% | Total |

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 TRUE 40% Levels FALSE 50% levels FALSE

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 | Efficiency | 30% AMI | 1 | | 625.24 | \$674.00 | \$674 |
| Mix 2 | Efficiency | 60% AMI | 1 | | 643.23 | \$1,445.00 | \$1,445 |
| Mix 3 | 1 BR - 1 Bath | 30% AMI | 1 | | 616.85 | \$706.00 | \$706 |
| Mix 4 | 1 BR - 1 Bath | 50% AMI | 3 | | 664.63 | \$1,454.00 | \$4,362 |
| Mix 5 | 1 BR - 1 Bath | 50% AMI | 2 | | 616.85 | \$1,454.00 | \$2,908 |
| Mix 6 | 1 BR - 1 Bath | 50% AMI | 3 | | 747.61 | \$1,454.00 | \$4,362 |
| Mix 7 | 1 BR - 1 Bath | 60% AMI | 1 | 1 | 671.17 | \$1,454.00 | \$1,454 |

L. UNIT DETAILS

| | | | | | | | |
|--------|---------------|---------|---|---|---------|------------|---------|
| Mix 8 | 1 BR - 1 Bath | 60% AMI | 1 | | 746.70 | \$1,454.00 | \$1,454 |
| Mix 9 | 2 BR - 2 Bath | 30% AMI | 1 | | 982.41 | \$843.00 | \$843 |
| Mix 10 | 2 BR - 2 Bath | 30% AMI | 1 | | 936.55 | \$843.00 | \$843 |
| Mix 11 | 2 BR - 2 Bath | 30% AMI | 1 | | 963.18 | \$843.00 | \$843 |
| Mix 12 | 2 BR - 2 Bath | 30% AMI | 1 | | 1003.04 | \$843.00 | \$843 |
| Mix 13 | 2 BR - 2 Bath | 50% AMI | 1 | | 923.47 | \$1,738.00 | \$1,738 |
| Mix 14 | 2 BR - 2 Bath | 50% AMI | 1 | | 969.42 | \$1,738.00 | \$1,738 |
| Mix 15 | 2 BR - 2 Bath | 50% AMI | 1 | | 966.81 | \$1,738.00 | \$1,738 |
| Mix 16 | 2 BR - 2 Bath | 50% AMI | 1 | | 892.97 | \$1,505.00 | \$1,505 |
| Mix 17 | 2 BR - 2 Bath | 50% AMI | 1 | | 997.10 | \$1,738.00 | \$1,738 |
| Mix 18 | 2 BR - 2 Bath | 50% AMI | 1 | | 924.05 | \$1,738.00 | \$1,738 |
| Mix 19 | 2 BR - 2 Bath | 50% AMI | 1 | | 916.76 | \$1,505.00 | \$1,505 |
| Mix 20 | 2 BR - 2 Bath | 50% AMI | 2 | | 916.76 | \$1,738.00 | \$3,476 |
| Mix 21 | 2 BR - 2 Bath | 50% AMI | 1 | | 959.51 | \$1,738.00 | \$1,738 |
| Mix 22 | 2 BR - 2 Bath | 50% AMI | 1 | 1 | 975.12 | \$1,738.00 | \$1,738 |
| Mix 23 | 2 BR - 2 Bath | 50% AMI | 1 | | 980.93 | \$1,505.00 | \$1,505 |
| Mix 24 | 2 BR - 2 Bath | 50% AMI | 1 | | 980.93 | \$1,738.00 | \$1,738 |
| Mix 25 | 2 BR - 2 Bath | 50% AMI | 1 | | 980.91 | \$1,738.00 | \$1,738 |
| Mix 26 | 2 BR - 2 Bath | 50% AMI | 2 | | 891.26 | \$1,738.00 | \$3,476 |
| Mix 27 | 2 BR - 2 Bath | 50% AMI | 2 | | 998.61 | \$1,738.00 | \$3,476 |
| Mix 28 | 2 BR - 2 Bath | 50% AMI | 1 | | 894.43 | \$1,738.00 | \$1,738 |
| Mix 29 | 2 BR - 2 Bath | 50% AMI | 1 | | 982.41 | \$1,738.00 | \$1,738 |
| Mix 30 | 2 BR - 2 Bath | 50% AMI | 1 | | 963.18 | \$1,738.00 | \$1,738 |
| Mix 31 | 2 BR - 2 Bath | 50% AMI | 1 | | 963.18 | \$1,505.00 | \$1,505 |
| Mix 32 | 2 BR - 2 Bath | 60% AMI | 1 | | 990.71 | \$1,835.00 | \$1,835 |
| Mix 33 | 2 BR - 2 Bath | 60% AMI | 1 | | 1042.04 | \$1,738.00 | \$1,738 |
| Mix 34 | 2 BR - 2 Bath | 60% AMI | 1 | | 981.37 | \$1,738.00 | \$1,738 |
| Mix 35 | 2 BR - 2 Bath | 60% AMI | 1 | | 936.55 | \$1,738.00 | \$1,738 |
| Mix 36 | 2 BR - 2 Bath | 60% AMI | 1 | | 936.55 | \$1,835.00 | \$1,835 |
| Mix 37 | 2 BR - 2 Bath | 60% AMI | 2 | 2 | 975.12 | \$1,738.00 | \$3,476 |
| Mix 38 | 2 BR - 2 Bath | 60% AMI | 1 | | 980.93 | \$1,835.00 | \$1,835 |
| Mix 39 | 2 BR - 2 Bath | 60% AMI | 1 | | 891.26 | \$1,738.00 | \$1,738 |
| Mix 40 | 2 BR - 2 Bath | 60% AMI | 2 | | 894.43 | \$1,738.00 | \$3,476 |
| Mix 41 | 2 BR - 2 Bath | 60% AMI | 2 | | 924.05 | \$1,738.00 | \$3,476 |
| Mix 42 | 2 BR - 2 Bath | 60% AMI | 2 | | 959.51 | \$1,738.00 | \$3,476 |
| Mix 43 | 2 BR - 2 Bath | 60% AMI | 2 | | 980.91 | \$1,738.00 | \$3,476 |
| Mix 44 | 2 BR - 2 Bath | 60% AMI | 2 | | 910.59 | \$1,738.00 | \$3,476 |
| Mix 45 | 2 BR - 2 Bath | 60% AMI | 1 | | 982.41 | \$1,835.00 | \$1,835 |
| Mix 46 | 2 BR - 2 Bath | 60% AMI | 1 | | 998.61 | \$1,738.00 | \$1,738 |
| Mix 47 | 2 BR - 2 Bath | 60% AMI | 1 | | 1024.71 | \$1,738.00 | \$1,738 |
| Mix 48 | 2 BR - 2 Bath | 60% AMI | 1 | | 1117.41 | \$1,835.00 | \$1,835 |
| Mix 49 | 2 BR - 2 Bath | 60% AMI | 1 | | 1117.41 | \$1,738.00 | \$1,738 |
| Mix 50 | 3 BR - 2 Bath | 30% AMI | 1 | | 1154.16 | \$967.00 | \$967 |
| Mix 51 | 3 BR - 2 Bath | 30% AMI | 1 | | 1283.88 | \$967.00 | \$967 |
| Mix 52 | 3 BR - 2 Bath | 50% AMI | 1 | 1 | 1145.75 | \$1,731.00 | \$1,731 |
| Mix 53 | 3 BR - 2 Bath | 50% AMI | 1 | | 1272.57 | \$1,731.00 | \$1,731 |
| Mix 54 | 3 BR - 2 Bath | 60% AMI | 1 | 1 | 1189.23 | \$2,113.00 | \$2,113 |
| Mix 55 | 3 BR - 2 Bath | 60% AMI | 1 | | 1151.85 | \$2,113.00 | \$2,113 |
| Mix 56 | 3 BR - 2 Bath | 60% AMI | 2 | 2 | 1145.75 | \$2,113.00 | \$4,226 |
| Mix 57 | 3 BR - 2 Bath | 60% AMI | 3 | | 1186.23 | \$2,113.00 | \$6,339 |
| Mix 58 | 3 BR - 2 Bath | 60% AMI | 2 | | 1283.88 | \$2,113.00 | \$4,226 |
| Mix 59 | 3 BR - 2 Bath | 60% AMI | 1 | | 1272.57 | \$2,113.00 | \$2,113 |
| Mix 60 | 4 BR - 2 Bath | 50% AMI | 1 | | 1452.05 | \$1,921.00 | \$1,921 |
| Mix 61 | | | | | | | \$0 |

L. UNIT DETAILS

| | | | | | | | | | | |
|---------------|--|--|--|----|---|--|--|--|--|-----------|
| Mix 62 | | | | | | | | | | \$0 |
| Mix 63 | | | | | | | | | | \$0 |
| Mix 64 | | | | | | | | | | \$0 |
| Mix 65 | | | | | | | | | | \$0 |
| Mix 66 | | | | | | | | | | \$0 |
| 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 |
| TOTALS | | | | 78 | 8 | | | | | \$128,685 |

| | | | | |
|--------------------|-----------|-------------------------|---------------------|------------------|
| Total Units | 78 | Net Rentable SF: | TC Units | 75,172.42 |
| | | | MKT Units | 0.00 |
| | | | Total NR SF: | 75,172.42 |

| | |
|---|-------------------|
| Floor Space Fraction (to 7 decimals) | 100.00000% |
|---|-------------------|

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

| | | | |
|-----------------------------------|------------------------------|----------|------------------|
| 1. Advertising/Marketing | | | \$3,834 |
| 2. Office Salaries | | | \$120,000 |
| 3. Office Supplies | | | \$1,845 |
| 4. Office/Model Apartment | (type <input type="text"/>) | | \$95,000 |
| 5. Management Fee | | | \$59,637 |
| <u>4.00%</u> of EGI | <u>\$764.58</u> | Per Unit | |
| 6. Manager Salaries | | | \$0 |
| 7. Staff Unit (s) | (type <input type="text"/>) | | \$0 |
| 8. Legal | | | \$300 |
| 9. Auditing | | | \$16,000 |
| 10. Bookkeeping/Accounting Fees | | | \$9,250 |
| 11. Telephone & Answering Service | | | \$1,632 |
| 12. Tax Credit Monitoring Fee | | | \$3,510 |
| 13. Miscellaneous Administrative | | | \$11,538 |
| Total Administrative | | | \$322,546 |

Utilities

| | | | |
|----------------------|--|--|-----------------|
| 14. Fuel Oil | | | \$0 |
| 15. Electricity | | | \$8,715 |
| 16. Water | | | \$23,100 |
| 17. Gas | | | \$0 |
| 18. Sewer | | | \$46,200 |
| Total Utility | | | \$78,015 |

Operating:

| | | | |
|---|--|--|------------------|
| 19. Janitor/Cleaning Payroll | | | \$72,386 |
| 20. Janitor/Cleaning Supplies | | | \$1,800 |
| 21. Janitor/Cleaning Contract | | | \$0 |
| 22. Exterminating | | | \$11,920 |
| 23. Trash Removal | | | \$14,919 |
| 24. Security Payroll/Contract | | | \$8,750 |
| 25. Grounds Payroll | | | \$0 |
| 26. Grounds Supplies | | | \$2,300 |
| 27. Grounds Contract | | | \$8,770 |
| 28. Maintenance/Repairs Payroll | | | \$2,250 |
| 29. Repairs/Material | | | \$15,000 |
| 30. Repairs Contract | | | \$8,000 |
| 31. Elevator Maintenance/Contract | | | \$11,500 |
| 32. Heating/Cooling Repairs & Maintenance | | | \$2,121 |
| 33. Pool Maintenance/Contract/Staff | | | \$0 |
| 34. Snow Removal | | | \$2,500 |
| 35. Decorating/Payroll/Contract | | | \$1,200 |
| 36. Decorating Supplies | | | \$1,000 |
| 37. Miscellaneous | | | \$13,599 |
| Totals Operating & Maintenance | | | \$178,015 |

M. OPERATING EXPENSES

Taxes & Insurance

| | | |
|--|------------------|------------------|
| 38. Real Estate Taxes | | \$159,066 |
| 39. Payroll Taxes | | \$10,000 |
| 40. Miscellaneous Taxes/Licenses/Permits | | \$2,500 |
| 41. Property & Liability Insurance | \$1,050 per unit | \$81,900 |
| 42. Fidelity Bond | | \$0 |
| 43. Workman's Compensation | | \$2,500 |
| 44. Health Insurance & Employee Benefits | | \$28,489 |
| 45. Other Insurance | | \$0 |
| Total Taxes & Insurance | | \$284,455 |

Total Operating Expense **\$863,031**

Total Operating Expenses Per Unit \$11,065 **C. Total Operating Expenses as % of EGI** 57.89%

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum) **\$23,400**

| | |
|-----------------------|------------------|
| Total Expenses | \$886,431 |
|-----------------------|------------------|

N. PROJECT SCHEDULE

| ACTIVITY | ACTUAL OR ANTICIPATED DATE | NAME OF RESPONSIBLE PERSON |
|--|----------------------------|----------------------------|
| 1. SITE | | |
| a. Option/Contract | 3/5/2024 | Tyler Pearre |
| b. Site Acquisition | 6/1/2025 | Tyler Pearre |
| c. Zoning Approval | 2/28/2024 | Josh Childs |
| d. Site Plan Approval | 2/28/2024 | Josh Childs |
| 2. Financing | | |
| a. Construction Loan | | |
| i. Loan Application | 10/1/2024 | Tyler Pearre |
| ii. Conditional Commitment | 1/1/2025 | Tyler Pearre |
| iii. Firm Commitment | 4/1/2025 | Tyler Pearre |
| b. Permanent Loan - First Lien | | |
| i. Loan Application | 10/1/2024 | Tyler Pearre |
| ii. Conditional Commitment | 1/1/2025 | Tyler Pearre |
| iii. Firm Commitment | 4/1/2025 | Tyler Pearre |
| c. Permanent Loan-Second Lien | | |
| i. Loan Application | | |
| ii. Conditional Commitment | | |
| iii. Firm Commitment | | |
| d. Other Loans & Grants | | |
| i. Type & Source, List | HOME/CDBG | Tyler Pearre |
| ii. Application | 2/13/2024 | Tyler Pearre |
| iii. Award/Commitment | 6/1/2024 | Tyler Pearre |
| 2. Formation of Owner | 2/6/2024 | Tyler Pearre |
| 3. IRS Approval of Nonprofit Status | 9/17/1976 | Kenneth Crawford |
| 4. Closing and Transfer of Property to Owner | 6/1/2025 | Tyler Pearre |
| 5. Plans and Specifications, Working Drawings | 3/1/2024, 9/1/2024 | Lee Quill |
| 6. Building Permit Issued by Local Government | 5/1/2025 | Marlon Moore |
| 7. Start Construction | 6/1/2025 | Marlon Moore |
| 8. Begin Lease-up | 1/1/2027 | Janice Haub |
| 9. Complete Construction | 3/1/2027 | Marlon Moore |
| 10. Complete Lease-Up | 7/1/2027 | Janice Haub |
| 11. Credit Placed in Service Date | 7/1/2027 | Tyler Pearre |

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.

| Must Use Whole Numbers Only! | | Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s): | | | |
|-------------------------------------|--------------------------------------|---|--------------------------------|-----------------------------|--------------|
| Item | (A) Cost | "30% Present Value Credit" | | (D) | |
| | | (B) Acquisition | (C) Rehab/ New Construction | "70 % Present Value Credit" | |
| 1. Contractor Cost | | | | | |
| a. | Unit Structures (New) | 21,268,978 | 0 | 0 | 21,268,978 |
| b. | Unit Structures (Rehab) | 0 | 0 | 0 | 0 |
| c. | Non Residential Structures | 0 | 0 | 0 | 0 |
| d. | Commercial Space Costs | 0 | 0 | 0 | 0 |
| X e. | Structured Parking Garage | 3,910,467 | 0 | 0 | 2,859,714 |
| | Total Structure | 25,179,445 | 0 | 0 | 24,128,692 |
| f. | Earthwork | 0 | 0 | 0 | 0 |
| g. | Site Utilities | 0 | 0 | 0 | 0 |
| 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 | 4,316,772 | 0 | 0 | 3,885,095 |
| q. | Other Site work | 0 | 0 | 0 | 0 |
| | Total Land Improvements | 4,316,772 | 0 | 0 | 3,885,095 |
| | Total Structure and Land | 29,496,217 | 0 | 0 | 28,013,787 |
| r. | General Requirements | 1,944,579 | 0 | 0 | 1,847,350 |
| s. | Builder's Overhead | 656,147 | 0 | 0 | 623,340 |
| | (2.2% Contract) | | | | |
| t. | Builder's Profit | 1,312,294 | 0 | 0 | 1,246,679 |
| | (4.4% Contract) | | | | |
| u. | Bonds | 0 | 0 | 0 | 0 |
| v. | Building Permits | 0 | 0 | 0 | 0 |
| w. | Special Construction | 0 | 0 | 0 | 0 |
| x. | Special Equipment | 0 | 0 | 0 | 0 |
| y. | Other 1: Bonding fee / builder's ris | 1,366,563 | 0 | 0 | 1,298,235 |
| z. | Other 2: | 0 | 0 | 0 | 0 |
| aa. | Other 3: | 0 | 0 | 0 | 0 |
| | Contractor Costs | \$34,775,800 | \$0 | \$0 | \$33,029,391 |

Construction cost per unit: \$395,709.40

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$4,129,470

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$3,913,020

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" |
| 2. Owner Costs | | | | |
| a. Building Permit | 325,000 | 0 | 0 | 325,000 |
| b. Architecture/Engineering Design Fee \$16,831 /Unit) | 1,312,820 | 0 | 0 | 1,312,820 |
| c. Architecture Supervision Fee \$3,828 /Unit) | 298,590 | 0 | 0 | 298,590 |
| d. Tap Fees | 300,000 | 0 | 0 | 300,000 |
| e. Environmental | 25,000 | 0 | 0 | 0 |
| f. Soil Borings | 50,000 | 0 | 0 | 40,000 |
| g. Green Building (Earthcraft, LEED, etc.) | 105,000 | 0 | 0 | 94,500 |
| h. Appraisal | 15,000 | 0 | 0 | 7,500 |
| i. Market Study | 6,800 | 0 | 0 | 0 |
| j. Site Engineering / Survey | 350,000 | 0 | 0 | 333,750 |
| k. Construction/Development Mgt | 390,000 | 0 | 0 | 370,500 |
| l. Structural/Mechanical Study | 0 | 0 | 0 | 0 |
| m. Construction Loan Origination Fee | 153,258 | 0 | 0 | 153,258 |
| n. Construction Interest (for months) | 1,500,000 | 0 | 0 | 1,500,000 |
| o. Taxes During Construction | 210,000 | 0 | 0 | 210,000 |
| p. Insurance During Construction | 75,000 | 0 | 0 | 75,000 |
| q. Permanent Loan Fee (0.8%) | 61,298 | | | |
| r. Other Permanent Loan Fees | 0 | | | |
| s. Letter of Credit | 0 | 0 | 0 | 0 |
| t. Cost Certification Fee | 42,500 | 0 | 0 | 42,500 |
| u. Accounting | 0 | 0 | 0 | 0 |
| v. Title and Recording | 205,000 | 0 | 0 | 131,250 |
| w. Legal Fees for Closing | 160,000 | 0 | 0 | 50,000 |
| x. Mortgage Banker | 0 | 0 | 0 | 0 |
| y. Tax Credit Fee | 182,983 | | | |
| z. Tenant Relocation | 399,500 | | | |
| aa. Fixtures, Furnitures and Equipment | 75,000 | 0 | 0 | 75,000 |
| ab. Organization Costs | 0 | | | |
| ac. Operating Reserve | 448,977 | | | |
| ad. Contingency | 50,700 | | | |
| ae. Security | 0 | 0 | 0 | 0 |
| af. Utilities | 285,000 | 0 | 0 | 35,000 |
| <input type="checkbox"/> ag. Supportive Service Reserves | 0 | | | |

O. PROJECT BUDGET - OWNER COSTS

| | | | | | |
|---|------------------------------|--------------|-----|-----|--------------|
| (1) Other* specify: | Legal Fees | 410,000 | 0 | 0 | 144,000 |
| (2) Other* specify: | Impact / Utility fees | 565,000 | 0 | 0 | 565,000 |
| (3) Other* specify: | Lease-up / Marketing | 85,000 | 0 | 0 | 0 |
| (4) Other* specify: | Debt service / Lease-up res | 366,961 | 0 | 0 | 0 |
| (5) Other * specify: | Consultants | 305,000 | 0 | 0 | 274,500 |
| (6) Other* specify: | Hard cost contingency | 1,738,790 | 0 | 0 | 1,651,851 |
| (7) Other* specify: | Financing fees / cost of cap | 275,620 | 0 | 0 | 110,000 |
| (8) Other* specify: | Non-financing soft cost con | 266,352 | 0 | 0 | 266,352 |
| (9) Other* specify: | Interest rate cap | 115,000 | 0 | 0 | 115,000 |
| Owner Costs Subtotal (Sum 2A..2(10)) | | \$11,155,149 | \$0 | \$0 | \$8,481,371 |
| Subtotal 1 + 2 (Owner + Contractor Costs) | | \$45,930,949 | \$0 | \$0 | \$41,510,762 |
| 3. Developer's Fees | | 3,000,000 | 0 | 0 | 3,000,000 |
| 4. Owner's Acquisition Costs | | | | | |
| | Land | 2,836,667 | | | |
| | Existing Improvements | 0 | 0 | | |
| | Subtotal 4: | \$2,836,667 | \$0 | | |
| 5. Total Development Costs | | | | | |
| Subtotal 1+2+3+4: | | \$51,767,616 | \$0 | \$0 | \$44,510,762 |

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:

\$4,331,409

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

\$319 **Meets Limits**
\$520

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

\$577,186 **Proposed Cost per Unit exceeds limit**
\$550,481

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 | |
| 1. Total Development Costs | 51,767,616 | 0 | 0 | 44,510,762 |
| 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 | 44,510,762 |
| 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 | 13,353,229 |
| c. For Green Certification (Eligible Basis x 10%) | | | | 0 |
| Total Adjusted Eligible basis | | | 0 | 57,863,991 |
| 5. Applicable Fraction | | 100.00000% | 100.00000% | 100.00000% |
| 6. Total Qualified Basis (Eligible Basis x Applicable Fraction) | | 0 | 0 | 57,863,991 |
| 7. Applicable Percentage | | 4.00% | 4.00% | 9.00% |
| 8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed) | | \$0 | \$0 | \$5,207,759 |
| | | \$5,207,759 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. Construction Loan | 10/01/24 | | \$7,495,000 | TBD |
| 2. | | | | |
| 3. | | | | |
| Total Construction Funding: | | | \$7,495,000 | |

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 | Amount of Funds | Annual Debt Service Cost | Interest Rate of Loan | Amortization Period IN YEARS | Term of Loan (years) |
|--------------------------|---------------------|--------------------|-----------------|--------------------------|-----------------------|------------------------------|----------------------|
| 1. VH First Mortgage | 10/1/2024 | | \$3,053,014 | \$242,400 | 7.32% | 35 | 35 |
| 2. VH REACH | 10/1/2024 | | \$3,120,000 | \$164,654 | 3.95% | 35 | 35 |
| 3. VH REACH PLUS | 10/1/2024 | | \$2,000,000 | \$105,547 | 3.95% | 35 | 35 |
| 4. Subordinate Financing | 10/1/2024 | | \$10,446,327 | | | | |
| 5. HOME / CDBG | 2/13/2024 | | \$7,482,033 | | | | |
| 6. | | | | | | | |
| 7. | | | | | | | |
| 8. | | | | | | | |
| 9. | | | | | | | |
| 10. | | | | | | | |
| Total Permanent Funding: | | | \$26,101,374 | \$512,601 | | | |

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. | | | | TBD |
| 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. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| Total Subsidized Funding | | | \$0 |

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 | \$5,120,000 |
| g. | HOME Funds | \$3,432,052 |
| h. | Choice Neighborhood | \$0 |
| i. | National Housing Trust Fund | \$0 |
| j. | Virginia Housing Trust Fund | \$0 |
| k. | Other: Subordinate Financing | \$10,591,523 |
| l. | Other: CDBG | \$4,049,981 |

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: VH Taxable Debt | \$4,375,000 |

Grants*

| | | |
|----|------|-----|
| a. | CDBG | \$0 |
| b. | UDAG | \$0 |

Grants

| | | |
|----|--------|--|
| c. | State | |
| d. | Local | |
| e. | Other: | |

*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:

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

a. FALSE 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 | = \$0 |
| Amount of Virginia historic credits | \$0 | x Equity \$ | \$0.000 | = \$0 |
| b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only) | | | | |
| Amount of State HOTC | \$0 | x Equity \$ | \$0.000 | = \$0 |
| c. Equity that Sponsor will Fund: | | | | |
| i. Cash Investment | \$0 | | | |
| ii. Contributed Land/Building | \$1,033,746 | | | |
| iii. Deferred Developer Fee | \$978,750 | (Note: Deferred Developer Fee cannot be negative.) | | |
| iv. 45L Credit Equity | \$0 | | | |
| 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 | <u>\$2,012,496</u> | | | |

2. Equity Gap Calculation

| | | |
|--|--------------|---------------------|
| a. Total Development Cost | \$51,767,616 | |
| b. Total of Permanent Funding, Grants and Equity | - | <u>\$28,113,870</u> |
| c. Equity Gap | | \$23,653,746 |
| d. Developer Equity | - | <u>\$2,364</u> |
| e. Equity gap to be funded with low-income tax credit proceeds | | \$23,651,382 |

3. Syndication Information (If Applicable)

| | | | |
|---|------------------------------|-----------------------|----------------|
| a. Actual or Anticipated Name of Syndicator: | ▶ Hudson Housing Capital | | |
| Contact Person: | Kimmel Cameron | Phone: | (703) 403-6012 |
| Street Address: | 630 Fifth Avenue, Suite 2850 | | |
| City: | New York | State: | NY |
| | | Zip: | 10111 |
| b. Syndication Equity | | | |
| i. Anticipated Annual Credits | | <u>\$2,599,313.00</u> | |
| ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit) | | <u>\$0.910</u> | |
| iii. Percent of ownership entity (e.g., 99% or 99.9%) | | <u>99.99000%</u> | |
| iv. Syndication costs not included in Total Development Costs (e.g., advisory fees) | | <u>\$0</u> | |
| v. Net credit amount anticipated by user of credits | | <u>\$2,599,053</u> | |
| vi. Total to be paid by anticipated users of credit (e.g., limited partners) | | <u>\$23,651,382</u> | |
| c. Syndication: | Private | | |
| d. Investors: | Corporate | | |

4. Net Syndication Amount

| | |
|---|---------------------|
| Which will be used to pay for Total Development Costs | <u>\$23,651,382</u> |
|---|---------------------|

5. Net Equity Factor

| | |
|--------------------------------------|-----------------------|
| Must be equal to or greater than 85% | <u>90.9999964404%</u> |
|--------------------------------------|-----------------------|

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>\$51,767,616</u> |
| 2. Less Total of Permanent Funding, Grants and Equity | - | <u>\$28,113,870</u> |
| 3. Equals Equity Gap | | <u>\$23,653,746</u> |
| 4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment) | | <u>90.9999964404%</u> |
| 5. Equals Ten-Year Credit Amount Needed to Fund Gap | | <u>\$25,993,128</u> |
| Divided by ten years | | <u>10</u> |
| 6. Equals Annual Tax Credit Required to Fund the Equity Gap | | <u>\$2,599,313</u> |
| 7. Maximum Allowable Credit Amount (from Eligible Basis Calculation) | | <u>\$5,207,759</u> |
| 8. Requested Credit Amount | For 30% PV Credit: | <u>\$0</u> |
| | For 70% PV Credit: | <u>\$2,599,313</u> |
| Credit per LI Units | <u>\$33,324.5256</u> | |
| Credit per LI Bedroom | <u>\$16,347.8805</u> | |
| | Combined 30% & 70% PV Credit Requested | <u>\$2,599,313</u> |

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 | | \$128,685 |
| Plus Other Income Source (list): | Laundry, parking, misc fees | \$2,099 |
| Equals Total Monthly Income: | | \$130,784 |
| Twelve Months | | x12 |
| Equals Annual Gross Potential Income | | \$1,569,408 |
| Less Vacancy Allowance | 5.0% | \$78,470 |
| Equals Annual Effective Gross Income (EGI) - Low Income Units | | \$1,490,938 |

Warning: Documentation must be submitted to support vacancy rate of less than 7%.

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 |
| Equals Annual Effective Gross Income (EGI) - Market Rate Units | | \$0 |

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

3. Cash Flow (First Year)

| | | |
|----|--------------------------------------|-------------|
| a. | Annual EGI Low-Income Units | \$1,490,938 |
| b. | Annual EGI Market Units | \$0 |
| c. | Total Effective Gross Income | \$1,490,938 |
| d. | Total Expenses | \$886,431 |
| e. | Net Operating Income | \$604,507 |
| f. | Total Annual Debt Service | \$512,601 |
| g. | Cash Flow Available for Distribution | \$91,906 |

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 | 1,490,938 | 1,520,756 | 1,551,171 | 1,582,195 | 1,613,839 |
| Less Oper. Expenses | 886,431 | 913,024 | 940,415 | 968,627 | 997,686 |
| Net Income | 604,507 | 607,732 | 610,757 | 613,568 | 616,153 |
| Less Debt Service | 512,601 | 512,601 | 512,601 | 512,601 | 512,601 |
| Cash Flow | 91,906 | 95,131 | 98,156 | 100,967 | 103,552 |
| Debt Coverage Ratio | 1.18 | 1.19 | 1.19 | 1.20 | 1.20 |

| | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|----------------------------|-----------|-----------|-----------|-----------|-----------|
| Eff. Gross Income | 1,646,116 | 1,679,038 | 1,712,619 | 1,746,871 | 1,781,808 |
| Less Oper. Expenses | 1,027,616 | 1,058,445 | 1,090,198 | 1,122,904 | 1,156,591 |
| Net Income | 618,499 | 620,593 | 622,420 | 623,967 | 625,217 |
| Less Debt Service | 512,601 | 512,601 | 512,601 | 512,601 | 512,601 |
| Cash Flow | 105,898 | 107,992 | 109,819 | 111,366 | 112,616 |
| Debt Coverage Ratio | 1.21 | 1.21 | 1.21 | 1.22 | 1.22 |

| | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|----------------------------|-----------|-----------|-----------|-----------|-----------|
| Eff. Gross Income | 1,817,445 | 1,853,794 | 1,890,869 | 1,928,687 | 1,967,261 |
| Less Oper. Expenses | 1,191,289 | 1,227,028 | 1,263,839 | 1,301,754 | 1,340,806 |
| Net Income | 626,155 | 626,766 | 627,031 | 626,933 | 626,454 |
| Less Debt Service | 512,601 | 512,601 | 512,601 | 512,601 | 512,601 |
| Cash Flow | 113,554 | 114,165 | 114,430 | 114,332 | 113,853 |
| Debt Coverage Ratio | 1.22 | 1.22 | 1.22 | 1.22 | 1.22 |

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: 2

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

| Bldg # | BIN if known | NUMBER OF | | Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS | | | | 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 |
| | | Street Address 1 | Street Address 2 | City | State | Zip | | | | | | | | | | | | | |
| 1. | 48 | 1401 South Rolfe Street | | Arlington | VA | 22204 | | | | \$0 | | | | \$0 | \$35,608,609 | 07/01/27 | 9.00% | \$3,204,775 | |
| 2. | 30 | 1429 South Rolfe Street | | Arlington | VA | 22204 | | | | \$0 | | | | \$0 | \$22,255,382 | 07/01/27 | 9.00% | \$2,002,984 | |
| 3. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 4. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 5. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 6. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 7. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 8. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 9. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 10. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 11. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 12. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 13. | | | | | | | | | | \$0 | | | | \$0 | | | | \$0 | |
| 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 | |
| 78 | | 0 If development has more than 35 buildings, contact Virginia Housing. | | | | | | | | | | | | | | | | | |
| | | Totals from all buildings | | | | | | \$0 | | | \$0 | | | | \$57,863,991 | | | | \$5,207,759 |

Number of BINS: 2

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 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: AHC Terraces West LLC



By: _____

Its: Authorized Agent


(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: | Lee Quill |
| Virginia License#: | 0401004897 |
| Architecture Firm or Company: | Cunningham Quill Architects |

By: 

Its: Principal (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:

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

| Included | | Score |
|---------------|-----------|-------------|
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y, N, N/A | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Y | Y or N | 0 |
| Total: | | 0.00 |

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

| | | |
|---------------|----------|--------------|
| Y | 0 or -50 | 0.00 |
| N | 0 or -25 | 0.00 |
| N | 0 to 10 | 0.00 |
| N | 0 or 10 | 0.00 |
| Y | 0 or 15 | 15.00 |
| N | 0 or 15 | 0.00 |
| Total: | | 15.00 |

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy (HUD or RD)
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

| | | |
|---------------|-----------------|--------------|
| Y | 0 or up to 5 | 1.99 |
| Y | 0 or 20 | 20.00 |
| 0.00% | Up to 40 | 0.00 |
| N | 0 or 5 | 0.00 |
| N | 0 or 10 | 0.00 |
| 10% | 0, 20, 25 or 30 | 25.00 |
| N | 0 or 15 | 0.00 |
| Y | Up to 20 | 20.00 |
| Total: | | 66.99 |

3. DEVELOPMENT CHARACTERISTICS:

| | | | |
|--|------|-------------|---------------|
| a. Enhancements (See calculations below) | | | 70.00 |
| b. Project subsidies/HUD 504 accessibility for 5 or 10% of units | Y | 0 or 50 | 50.00 |
| or c. HUD 504 accessibility for 10% of units | N | 0 or 20 | 0.00 |
| d. Provides approved resident services or eligible childcare services | Y | 0 or 15 | 15.00 |
| e. Provides telephonic or virtual health services | Y | 0 or 15 | 15.00 |
| f. Proximity to public transportation | Y20 | 0, 10 or 20 | 20.00 |
| g. Development will be Green Certified | Y | 0 or 10 | 10.00 |
| h. Units constructed to meet Virginia Housing's Universal Design standards | 100% | Up to 15 | 15.00 |
| i. Developments with less than 100 low income units | Y | up to 20 | 8.80 |
| j. Historic Structure eligible for Historic Rehab Credits | N | 0 or 5 | 0.00 |
| Total: | | | <u>203.80</u> |

4. TENANT POPULATION CHARACTERISTICS:

| | |
|--------------|-----------|
| Locality AMI | State AMI |
| \$152,100 | \$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 | 19.23% | Up to 15 | 14.42 |
| c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units) | 10.26% | Up to 10 | 10.00 |
| d. Units with rents at or below 40% of AMI (up to 10% of LI units) | 10.26% | Up to 10 | 10.00 |
| e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI | 52.56% | Up to 50 | 50.00 |
| f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI | 52.56% | Up to 25 | 0.00 |
| or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI | 52.56% | Up to 50 | 0.00 |
| Total: | | | <u>99.42</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 | Y | 0 or 15 | 15.00 |
| 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 | N | 0 or 5 | 0.00 |
| 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>20.00</u> |

6. EFFICIENT USE OF RESOURCES:

| | | | |
|--------------------|--|-----------|---------------|
| a. Credit per unit | | Up to 200 | 166.97 |
| b. Cost per unit | | Up to 100 | 66.80 |
| Total: | | | <u>233.77</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 | N | 0 or 5 | 0.00 |
| 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>65.00</u> |

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

TOTAL SCORE: 703.98

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 | 30.00 |
| 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 | 12.00 |
| 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 | 4.00 |
| l. Cooking surfaces equipped with fire suppression features | 2 | 0.00 |
| m. Rehab only: dedicated space to accept permanent dehumidification system | 2 | 0.00 |
| n. Provides Permanently installed dehumidification system | 5 | 5.00 |
| o. All interior doors within units are solid core | 3 | 3.00 |
| 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 | 0.00 |
| | | <u>70.00</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> |
| Total amenities: | | <u><u>70.00</u></u> |

X.

Development Summary

Summary Information

2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Terraces at Arlington View West

| | | |
|--|---|-------------------------------------|
| Cycle Type: 9% Tax Credits | Requested Credit Amount: \$2,599,313 | |
| Allocation Type: New Construction | Jurisdiction: Arlington County | |
| Total Units: 78 | Population Target: General | Total Score 703.98 |
| Total LI Units: 78 | | |
| Project Gross Sq Ft: 141,287.00 | Owner Contact: Tyler Pearre | |
| Green Certified? TRUE | | |

| Source of Funds | Amount | Per Unit | Per Sq Ft | Annual Debt Service |
|---------------------|--------------|-----------|-----------|---------------------|
| Permanent Financing | \$26,101,374 | \$334,633 | \$185 | \$512,601 |
| Grants | \$0 | \$0 | | |
| Subsidized Funding | \$0 | \$0 | | |

| Uses of Funds - Actual Costs | | | | |
|------------------------------|---------------------|------------------|-------|----------|
| Type of Uses | Amount | Per Unit | Sq Ft | % of TDC |
| Improvements | \$29,496,217 | \$378,157 | \$209 | 56.98% |
| General Req/Overhead/Profit | \$3,913,020 | \$50,167 | \$28 | 7.56% |
| Other Contract Costs | \$1,366,563 | \$17,520 | \$10 | 2.64% |
| Owner Costs | \$11,155,149 | \$143,015 | \$79 | 21.55% |
| Acquisition | \$2,836,667 | \$36,368 | \$20 | 5.48% |
| Developer Fee | \$3,000,000 | \$38,462 | \$21 | 5.80% |
| Total Uses | \$51,767,616 | \$663,687 | | |

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

| | |
|--------------------------------|---------------------|
| Total Improvements | \$45,930,949 |
| Land Acquisition | \$2,836,667 |
| Developer Fee | \$3,000,000 |
| Total Development Costs | \$51,767,616 |

| | |
|-------------------------------------|-----------|
| Proposed Cost Limit/Sq Ft: | \$319 |
| Applicable Cost Limit/Sq Ft: | \$520 |
| Proposed Cost Limit/Unit: | \$577,186 |
| Applicable Cost Limit/Unit: | \$550,481 |

| Income | |
|------------------------------------|--------------------|
| Gross Potential Income - LI Units | \$1,569,408 |
| Gross Potential Income - Mkt Units | \$0 |
| Subtotal | \$1,569,408 |
| Less Vacancy % | 5.00% |
| | \$78,470 |
| Effective Gross Income | \$1,490,938 |

Rental Assistance? TRUE

| Unit Breakdown | |
|--------------------|-----------|
| Supp Hsg | 0 |
| # of Eff | 2 |
| # of 1BR | 11 |
| # of 2BR | 50 |
| # of 3BR | 14 |
| # of 4+ BR | 1 |
| Total Units | 78 |

| Expenses | | |
|---------------------------------|------------------|-----------------|
| Category | Total | Per Unit |
| Administrative | \$322,546 | \$4,135 |
| Utilities | \$78,015 | \$1,000 |
| Operating & Maintenance | \$178,015 | \$2,282 |
| Taxes & Insurance | \$284,455 | \$3,647 |
| Total Operating Expenses | \$863,031 | \$11,065 |
| Replacement Reserves | \$23,400 | \$300 |
| Total Expenses | \$886,431 | \$11,365 |

| | Income Levels | Rent Levels |
|-----------|---------------|-------------|
| | # of Units | # of Units |
| <=30% AMI | 8 | 8 |
| 40% AMI | 0 | 0 |
| 50% AMI | 33 | 33 |
| 60% AMI | 37 | 37 |
| >60% AMI | 0 | 0 |
| Market | 0 | 0 |

Income Averaging? TRUE

Extended Use Restriction? 30

| Cash Flow | |
|-----------------------------------|------------------|
| EGI | \$1,490,938 |
| Total Expenses | \$886,431 |
| Net Income | \$604,507 |
| Debt Service | \$512,601 |
| Debt Coverage Ratio (YR1): | 1.18 |

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 | \$5,207,759 |
| Credit Requested | \$2,599,313 |
| % of Savings | 50.09% |
| Sliding Scale Points | 166.97 |

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 | \$48,930,949 | |
| Total Square Feet | 141,287.00 | |
| Proposed Cost per SqFt | \$346.32 | |
| Applicable Cost Limit per Sq Ft | \$520.00 | |
| % of Savings | 33.40% | |
| | | |
| Total Units | 78 | |
| Proposed Cost per Unit | \$627,320 | |
| Applicable Cost Limit per Unit | \$550,481 | |
| % of Savings | -13.96% | |
| Max % of Savings | 33.40% Sliding Scale Points | 66.80 |

Tab A:

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

**OPERATING AGREEMENT
OF
AHC TERRACES WEST LLC**

This Operating Agreement (the "*Agreement*") of AHC Terraces West LLC (the "*Company*"), a limited liability company organized pursuant to the Virginia Limited Liability Company Act (the "*Act*"), is entered into by AHC Inc., a Virginia nonstock corporation and Terraces West Housing Corporation, a Virginia Corporation (together, the "*Members*").

1. **Name.** The name of the limited liability company is "AHC Terraces West LLC" and its principal business office is located at 2230 Fairfax Drive, Suite 100, Arlington, VA 22201.
2. **Purpose and Powers.** The purpose for which the Company is formed is to hold real estate, and to undertake any other activity which a company may lawfully undertake under the Act.
3. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
4. **Management.** The Company will be managed by Terraces West Housing Corporation (the "Managing Member"), who will exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Managing Member, will be an action of the Company.
5. **Membership Interests.** Respective membership interests are set forth on Exhibit A.
6. **Allocations of Profit and Loss.** All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated to the Members in accordance with their respective membership interest.
7. **Distributions.** All distributions with respect to a membership interest in the Company will be made to the Members in accordance with their respective membership interest.
8. **Capital Contribution.** The capital contribution of the Members to the Company will be as determined by the Members.
9. **Dissolution.** The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company's property and the Company's receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Members to dissolve.
10. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
11. **Taxation as Partnership.** The Company will file its return with the Commissioner of Internal Revenue and any applicable state taxing authorities as a partnership and will not elect to be taxable other than as a partnership without the consent of the Members.

12. **Tax Matters Partner.** The Managing Member is hereby designated the Tax Matters Partner for the purposes of Section 6231(a)(7)(B) of the Internal Revenue Code of 1986, as amended. The Tax Matters Partner will comply with the responsibilities set forth in Sections 6221 through 6234 of the Code.
13. **No Liability of Members and Others.** The Members and their agents and any officers and agents of the Company will not be liable for the Company's liabilities, debts or obligations, all of which will be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement will not be grounds for imposing personal liability on the Members or any officer.
14. **Indemnification.** The Company will indemnify and defend the Members and their agents and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.
15. **Amendment.** This Agreement may be amended only by written instrument executed by the Members and indicating an express intention to amend this instrument.
16. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

The undersigned has executed this Agreement effective as of March 5, 2024.

[signature pages follows]

[signature page to Operating Agreement of AHC Terraces West LLC]

Member:

AHC Inc., a Virginia nonstock corporation



By: Paul Bernard, President

Managing Member:

**Terraces West Housing Corporation,
a Virginia corporation**

By:

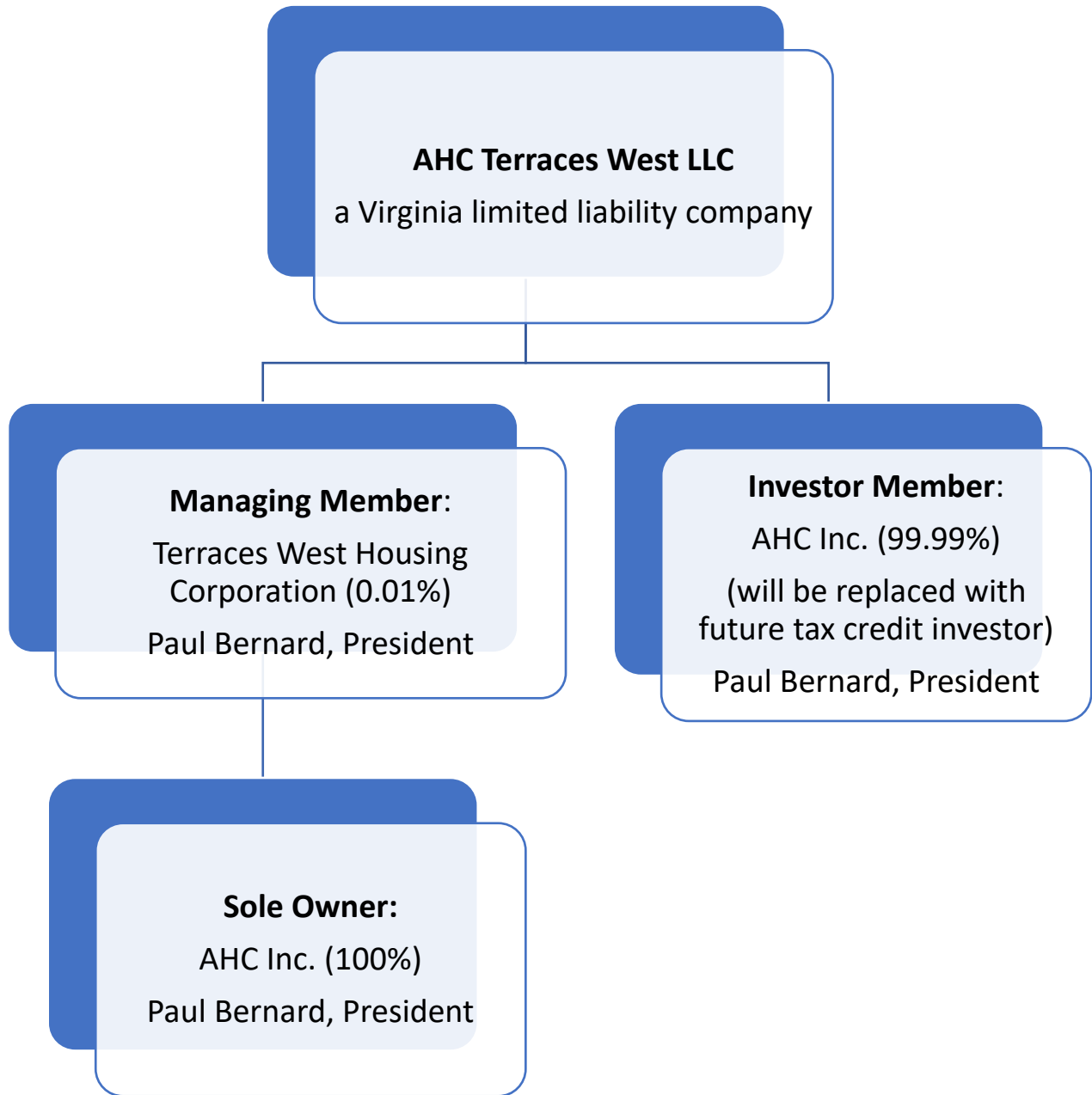


Paul Bernard, President

EXHIBIT A –
Membership Interests

| | |
|---|---------------|
| AHC Inc., a Virginia nonstock corporation | 99.99% |
| Terraces West Housing Corporation, a Virginia corporation | <u>00.01%</u> |
| | 100.00% |

Terraces at Arlington View West
Org Chart for Tax Credit Submission



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

The foregoing is a true copy of all business entity documents on file in the Office of the Clerk of the Commission related to AHC Terraces West LLC, a Virginia limited liability company.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

February 27, 2024

A handwritten signature in cursive script, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, FEBRUARY 14, 2024

The State Corporation Commission has found the accompanying articles of organization submitted on behalf of

AHC Terraces West LLC

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

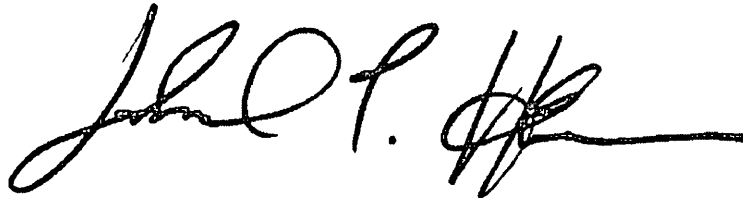
CERTIFICATE OF ORGANIZATION

be issued and admitted to record with the articles of organization in the Office of the Clerk of the Commission, effective February 14, 2024.

The limited liability company is granted the authority conferred on it by law in accordance with the articles of organization, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read 'J. Hudson', with a long horizontal flourish extending to the right.

Jehmal T. Hudson
Commissioner

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification & Schedule A Instructions

Previous Participation Certification Instructions:

The following certification:

- Must be completed, regardless of whether one or more Principals of the Applicant qualifies to receive points as an Experienced Sponsor.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement or operating agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

Schedule A Instructions:

- List each Principal of the General Partner or Managing Member of the Owner that is a joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity. List all individual Principals with an ownership interest in any entity within the direct chain of Principals maintaining managerial control over the General Partner or Managing Member of the Owner, except as follows:
- For Principals organized as a corporation (public or private), nonprofit organization, or governmental entity, 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, 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, list the names of all trustees and any individuals possessing a 25% or more beneficial interest in the assets of the trust.

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.



Previous Participation Certification

Development Name: Terraces at Arlington View West

Name of Applicant (entity): AHC Terraces West 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.

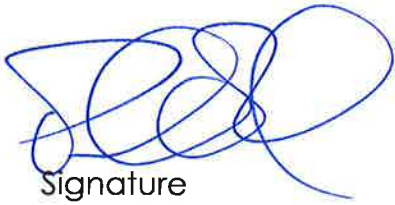
Accordingly, I **hereby certify the following:**

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 blue ink, consisting of several overlapping loops and curves, positioned above the printed name.

Signature

Paul Bernard

Printed Name

3/5/2024

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: Terraces at Arlington View West
 Name of Applicant: AHC Terraces West LLC

INSTRUCTIONS:

- 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.
- 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.
- List only tax credit development experience for the past 15 years.
- Use separate pages as needed, for each principal.

Principal's Name: AHC Inc. 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 The Atlantic of Brook Run Richmond, VA | Brook Run Somerset, LLC 804-248-2205 | N | 120 | 120 | 4/30/2009 | 9/10/2010 | N |
| 2 MonteVerde Apartments Baltimore, MD | MonteVerde Housing Limited Partnership 410-685-0366 | Y | 301 | 301 | 7/1/2009 | 7/29/2011 | N |
| 3 Kirkwood Apartments Baltimore, MD | Kirkwood House Preservation, LP 410-685-0366 | Y | 261 | 261 | 2/1/2010 | 3/3/2011 | N |
| 4 Westover Apartments Arlington, VA | AHC Limited Partnership - 18 703-486-0626 | Y | 153 | 115 | 10/1/2010 | 9/8/2011 | N |
| 5 Macedonia Apartments Arlington, VA | Nauck Development Partners-I LP 703-486-0626 | Y | 36 | 36 | 4/29/2011 | 2/14/2012 | N |
| 6 The Jordan Arlington, VA | AHC Limited Partnership - 20 703-486-0626 | Y | 90 | 90 | 9/22/2011 | 7/24/2012 | N |
| 7 Tripod Housing (The Ashlons, Taylor Square, Key Gardens) Arlington, VA | AHC Limited Partnership - 21 703-486-0626 | Y | 103 | 103 | 9/28/2011 | 8/20/2012 | N |
| 8 Union Rowe Apartments Baltimore, MD | Franklin Square Housing Limited Partnership 410-685-0366 | Y | 72 | 72 | 4/1/2012 | 9/20/2013 | N |
| 9 Arbor Heights Arlington, VA | AHC Limited Partnership - 22 703-486-0626 | Y | 198 | 198 | 12/31/2013 | 7/21/2014 | N |
| 10 Key's Point 1A Baltimore, MD | O'Donnell Heights 1 Associates LP 410-685-0366 | Y | 76 | 75 | 2/2/2014 | 6/4/2015 | N |
| 11 The Shell Apartments Arlington, VA | AHC Limited Partnership - 23 703-486-0626 | Y | 83 | 83 | 12/23/2014 | 1/15/2016 | N |
| 12 Jackson Crossing Alexandria, VA | AHC Limited Partnership - 24 703-486-0626 | Y | 78 | 78 | 12/18/2015 | 8/2/2016 | N |
| 13 Madero Apartments Baltimore, MD | Woodland Apartments LP 703-486-0626 | Y | 47 | 47 | 12/29/2015 | 3/7/2019 | N |
| 14 Woodbury Park Arlington, VA | AHC Limited Partnership - 25 703-486-0626 | Y | 364 | 204 | 1/1/2017 | 10/5/2017 | N |
| 15 Key's Point 1B Baltimore, MD | O'Donnell Heights 2 Associates LP 410-685-0366 | Y | 68 | 68 | 1/19/2018 | 11/13/2018 | N |
| 16 St. James Plaza (The Hillmore) Alexandria, VA | AHC Limited Partnership - 26 703-486-0626 | Y | 93 | 93 | 3/2/2018 | 12/4/2018 | N |
| 19 Colonial Village West Arlington, VA | AHC LP 28 - Colonial Village 703-486-0626 | Y | 70 | 70 | 10/26/2018 | 7/29/2020 | N |
| 17 Apex East (The Berkeley I) Arlington, VA | AHC Limited Partnership - 27-9 703-486-0626 | Y | 125 | 125 | 3/31/2020 | 9/15/2021 | N |
| 18 Apex West (The Berkeley II) Arlington, VA | AHC Limited Partnership - 27-4 703-486-0626 | Y | 131 | 131 | 6/30/2020 | 2/22/2022 | N |
| 20 The Spire Alexandria, VA | AHC Limited Partnership - 29 703-486-0626 | Y | 113 | 113 | 3/25/2021 | 9/8/2022 | N |
| 21 Terraces at Arlington View East (Arlington View Terrace East) Arlington, VA | AHC Limited Partnership - 30 Arlington View 703-486-0626 | Y | 77 | 77 | 3/31/2023 | TBD | N |
| 22 The Westerly (WFS2) (9%) Washington, DC | WFS2 AH9 MT LLC 202-686-0010 | Y | 42 | 42 | 11/2/2023 | TBD | N |
| 23 The Westerly (WFS2) (4%) Washington, DC | WFS2 AH4 MT LLC 202-686-0010 | Y | 94 | 94 | 11/2/2023 | TBD | N |
| 24 Randolph Road Silver Spring, MD | AHC LP - 31 Randolph 703-486-0626 | Y | 168 | 168 | TBD | TBD | N |
| 25 | | | | | | | |
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| 40 | | | | | | | |

* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8602 (per entity/development) for a total of 6.

1st PAGE TOTAL: 2,963 2,764 LIHTC as % of 93% Total Units

List of LIHTC Developments (Schedule A)



Development Name: Terraces at Arlington View West
 Name of Applicant: AHC Terraces West 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.

Terraces West Housing Corporation **Controlling GP (CGP) or 'Named' Managing** Y
Principal's Name: **Member of Proposed property?*** 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" |
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* 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: 0 0 #DIV/0! **LIHTC as % of Total Units**

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Terraces at Arlington View West
 Name of Applicant: AHC Terraces West 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: Paul Bernard 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" |
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* 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

Tab E:

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

OPTION TO PURCHASE IMPROVEMENTS AND TO ASSUME LEASE

THIS OPTION TO PURCHASE IMPROVEMENTS AND TO ASSUME LEASE (this “*Agreement*”), effective as of March 5, 2024 (“*Effective Date*”), is made by and between AHC Limited Partnership-3, a Virginia limited partnership having an address of 2230 North Fairfax Drive, Suite 100, Arlington, VA 22201 (“*Seller*”), AHC Service Corporation, a Virginia nonstock corporation having an address of 2230 North Fairfax Drive, Suite 100, Arlington, VA 22201 (“*Buyer*”), and AHC Service Corporation, a Virginia nonstock corporation having an address of 2230 North Fairfax Drive, Suite 100, Arlington, VA 22201 (“*Landlord*”), and together with Seller and Buyer, collectively, the “*Parties*”).

RECITALS

Seller is the lessee of certain real property located in Arlington County, Virginia (“*Land*”) pursuant to: (i) that certain Deed and Lease Agreement dated July 28, 1982 (the “*Deed and Lease*”) by and between Landlord and Arlington View Terrace Associates, a Virginia limited partnership (“*AVTA*”); (ii) as sold to AHC Inc., a Virginia nonstock corporation (“*AHC*”), with respect to the improvements and the leasehold therein pursuant to that certain Real Estate Purchase Agreement dated February 20, 2001; (iii) as assigned to Seller with respect to the rights to purchase the improvements therein pursuant to that certain Agreement for Assignment of Real Estate Purchase Agreement dated September 1, 2001; (iv) as assigned to Arlington View Terrace Housing Corporation, a Virginia corporation (“*AVTHC*”) with respect to the Deed and Lease pursuant to that certain Assignment of Ground Lease dated September 1, 2001; (v) as assigned to Seller with respect to the Deed and Lease pursuant to that certain Assignment and Amendment of Lease dated September 1, 2001; and (vi) as further amended by Partial Termination of Deed and Lease Agreement by and between Seller and Landlord dated July 14, 2021 (collectively, the “*Lease*”).

Landlord is (i) the owner of the Land and (ii) the lessor of the Land pursuant to the Lease.

The Land consists of certain parcels of real property, as identified in the Lease. The Parties intend that six (6) parcels and one (1) outlot of the Land (Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F, and Outlot A, as identified in Exhibit A, collectively, the “*Lease Property*”) be reserved for use by Buyer, and that the other remaining parcels of the Land (the “*Retained Land*”) remain with Seller.

Seller wishes to grant Buyer the option, and Buyer wishes to accept the option, to assume the Lease with respect to the Lease Property and purchase the improvements located thereon (“*Improvements*” and together with Seller’s leasehold interest in the Lease Property, the “*Property*”), such that the Lease with respect to the Retained Land and the improvements located thereon remain with the Seller, on the terms and conditions stated below.

Therefore, the Parties agree as follows:

AGREEMENT

1. **Grant of Option to Assume Lease.** In consideration of Seller’s receipt of \$10.00 from Buyer (which is hereby acknowledged), Seller hereby grants to Buyer the exclusive right and option to purchase and acquire the Property from Seller (“*Option*”) at any time after the Effective Date, and continuing until 5:00 p.m. on December 31, 2025 (the “*Expiration Date*”).

2. **Terms of Purchase of Improvements and Assumption of Lease.** The total acquisition price for the Property will be equal to \$1,802,920.00 (the “*Purchase Price*”), which amount will be payable

as provided by a further agreement to be entered into between the Parties if Buyer elects to exercise the Option. Upon exercise of the Option and payment of the Purchase Price, Seller will assign the Lease and deed the Improvements to Buyer, such that the Lease with respect to the Retained Land and the improvements located thereon remain with Seller, as provided by a further agreement to be entered into between the Parties. Title to the Property will be delivered free and clear of all liens and encumbrances. All costs associated with the acquisition of the Property will be borne by the Buyer.

3. **Amendment, Restatement, and Bifurcation of Lease:** Upon exercise of the Option, Seller and Buyer will have the right to amend, restate, and bifurcate the Lease, as provided by a further agreement to be entered into between the Parties, including the following material terms:

3.1. The Lease will be bifurcated into two or more leases to separate the leasehold interest therein, whereby only the Lease Property is acquired by Buyer and the Retained Land remains leased to the Seller, and whereby only the Improvements are purchased by Buyer and the improvements located on the Retained Land are purchased by Seller.

3.2. The minimum term of any such bifurcated lease with respect to the Lease Property will be 99 years from the date of Buyer's acquisition of the Property.

3.3. Buyer will be permitted to assign or encumber its leasehold interest as tenant under the Lease as security for any debt financing for the Property, as more particularly set forth in the Lease.

3.4. The basic annual rent will be based on the appraised value of the Property.

3.5. Buyer will be responsible for all operating expenses of the Property.

3.6. Buyer will be entitled to terminate the Lease with respect to the Property at any time.

3.7. Buyer will be entitled to cause the demolition of the Improvements at any time.

3.8. The Parties agree that any required relocation of tenants with respect to the Property will be accomplished in accordance with the tenant relocation plan attached hereto and made a part hereof as **Exhibit B**.

4. **Application of Consideration to Purchase Prices.** If Buyer elects to acquire the Property pursuant to the Option, the consideration paid for the Option will not be applied to the Purchase Price.

5. **Exercise of Option.** Buyer may exercise the Option by giving Seller written notice, signed by Buyer, on or before the Expiration Date.

6. **Proof of Title.** Seller will, at Buyer's expense, furnish Buyer with a policy of title insurance, written by a title insurer acceptable to Buyer, insuring the title to the Property on terms acceptable to Buyer.

7. **Failure to Exercise Option.** If Buyer does not exercise the Option on or before the Expiration Date, the Option and the rights of Buyer will automatically and immediately terminate without notice, and Seller will retain the sum paid as consideration for the Option.

8. **Miscellaneous.** Seller shall not market the Property or enter into any contract or option to sell the Property prior to the Expiration Date.

9. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited with the United States Postal Service mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.


10. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the Parties to it, including Buyer's successors or assigns.

[signature page follows]

[signature page to Option to Purchase Improvements and to Assume Lease]

BUYER:

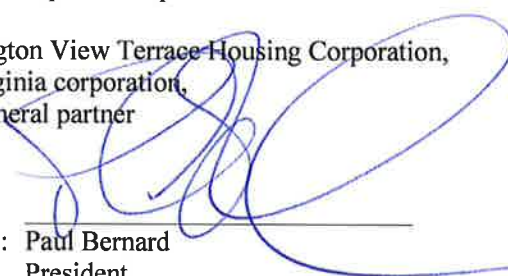
AHC SERVICE CORPORATION,
a Virginia nonstock corporation

By: 
Name: Paul Bernard
Title: President

SELLER:

AHC LIMITED PARTNERSHIP-3,
a Virginia limited partnership

By: Arlington View Terrace Housing Corporation,
a Virginia corporation,
its general partner

By: 
Name: Paul Bernard
Title: President

CONSENTED TO BY
LANDLORD:

The undersigned, as landlord of the Property pursuant to the Lease, hereby acknowledges, and consents to, the foregoing Option to Purchase Improvements and to Assume Lease.

AHC SERVICE CORPORATION,
a Virginia nonstock corporation

By: 
Name: Paul Bernard
Title: President

EXHIBIT A

PROPERTY DESCRIPTION

Description of Parcels A, B, C, and D, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at a point in the west right-of-way line of South Rolfe Street, said point being the southeast corner of Lot 6, Mrs. Minnie Green Subdivision, as recorded in Deed Book 785 at Page 559; thence with the west right-of-way line of South Rolfe Street, S 12°39'03" E, 332.49 feet to a point at the intersection of the west right-of-way line of South Rolfe Street with the north right-of-way line of 14th Road South; thence with the north right-of-way line of 14th Road South, S 77°20'57" W, 110.00 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 341.60 feet to a point, said point being the southwest corner of the aforementioned Lot 6, Mrs. Minnie Green Subdivision; thence with the south line of Lot 6, N 82°04'57" E, 110.38 feet to the point of beginning and containing an area of 37,075 square feet or 0.8511 acres, more or less.

Description of Parcels E and F, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 and Outlot A, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the west right-of-way line of South Rolfe Street with the south right-of-way line of 14th Road South; thence with the west right-of-way line of South Rolfe Street S 12°39'03" E, 203.79 feet to a point in the north line of Outlot D, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323; thence with the north line of Outlot D, S 82°02'17" W, 110.37 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 194.77 feet to a point, said point being the southwest terminus of 14th Road South; thence with the south right-of-way line of 14th Road South, N 77°20'57" E, 110.00 feet to the point of beginning and containing an area of 21,922 square feet or 0.5033 acres, more or less.

EXHIBIT B

TENANT RELOCATION PLAN

[Exhibit appears on the next page.]

Relocation Plan:
Terraces at Arlington View
West

Affordable Homes & Communities (AHC)

2/28/24

Table of Contents

OVERVIEW AND RESIDENT PROFILE 5

 Property Profile 5

 Resident Profile 6

 Affordable Apartments 7

OCCUPANCY STANDARDS FOR ALL RESIDENTS 8

RELOCATION OF RESIDENTS 8

 Overview 8

 Moving Assistance For Residents..... 9

 Payment Schedule for Residents 10

 Summary of Relocation Commitments..... 11

RETURNING TO ARLINGTON VIEW TERRACE 12

COMMUNICATION WITH RESIDENTS 13

 Meetings..... 13

 Drop-in and One-On-One Appointments..... 14

 Additional Information 14

Estimated Schedule for Resident Relocation 16

Anticipated Unit Delivery Schedule 17

Terraces at Arlington View West Contact Sheet and Hours of Operation

| | |
|------------------------|---|
| Relocation Consultant: | Housing Opportunities Unlimited Jeray Wilson Project Director Cell: 202-907-7747 jwilson@housingopportunities.com Sintia Ortiz Assistant Project Manager/Relocation Coordinator Office/Cell 571-245-7910 syanes@housingopportunities.com |
| Office Hours | M-F 9-5; evenings and weekends by appointment as requested Relocation staff office hours to be posted on site when applicable |
| Paradigm Management | Tameka Tharkurdeen Community Manager, Terraces at Arlington View Phone: 703-521-4010 ttharkurdeen@paradigmcos.com Jan Haub Senior Regional Manager Phone: 571-482-5922 jhaub@paradigmcos.com |
| Relocation Oversight: | Arlington County Office Hector Mercado Phone: 703-228-3805 hmerca@arlingtonva.us |

Hours of Operation:

Relocation staff person will be available on-site beginning in July 2024.

Monday thru Thursday: TBD

Friday: TBD

Saturday & Sunday: By appointment only

Translation services will be provided as needed. AHC Resident Services staff work full-time at this property and will communicate and coordinate with residents along with the relocation staff.

OVERVIEW AND RESIDENT PROFILE

The following resident relocation plan (“Plan”) was prepared by AHC Inc. (dba Affordable Homes & Communities (AHC)), the owner and developer overseeing the redevelopment of a portion of the Terraces at Arlington View (“Terraces”). AHC is committed to providing residents with a safe, affordable and attractive place to live. This Plan addresses the relocation needs of current and future residents living at the Terraces, and sets forth the procedures for the relocation for the 47 households of the Terraces at Arlington View West in Arlington, VA that will be impacted by the proposed redevelopment. This plan is written in accordance with the relevant provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24, and all applicable state and local regulations.

Terraces at Arlington View is a garden apartment complex with buildings built in 1960. It is located in the Arlington View neighborhood in south Arlington, Virginia across 7 buildings at 1327, 1401, 1407, 1413, 1420 and 1429 South Rolfe Street and 1735 14th Road South. AHC acquired the community in 1982 and completed a modest redevelopment in 2002. The original property consisted of 77 units within 7 buildings. All of the units are affordable and covered by a project- based Section 8 contract (HAP).

In 2023, AHC completed a full redevelopment of a 30-unit building on the property’s largest parcel with a new-construction 77-unit building. The new building (known as Terraces East) houses the original 30 HAP households who were relocated during construction and 47 new tax credit tenants.

In the second phase of redevelopment, AHC will replace five buildings on the West side of South Rolfe Street with two new structures with a total of 78 units, referred to as Terraces West. The new buildings on these parcels will more than double the number of long-term affordable units on the site and will add family-sized units in a neighborhood experiencing increased housing costs resulting from to Amazon’s move into nearby Crystal City. Prior to the closing of the project’s construction financing, residents will be relocated to allow for demolition of the existing building. The construction is anticipated to start in June of 2025.

Property Profile

The structures to be redeveloped at the Terraces were last renovated in 2002 using 4% Low Income Housing Tax Credits (LIHTCs) and tax-exempt bonds. The new project will be financed with 9% LIHTC and other subordinate financing. AHC will distribute the 37 existing HAP units that are in the current buildings and 10 existing HAP units elsewhere on the Terraces at Arlington

View property throughout the new construction buildings, subject to discussions with HUD. The property will comply with all Arlington County and LIHTC requirements, and 100% of the units in the new construction building will be committed affordable between 30% - 60% of AMI for 75 years. Delivery of the Terraces West new construction buildings (which will be called Terraces at Arlington View West) is expected to occur 24-36 months from the time residents are first relocated.

Please see Table 1 below for the proposed future breakdown by unit size and income level.

| | Table 1. Terraces West Redevelopment | | | | | |
|---------------|---|------------|-------------|------------|------------|---------------|
| | Studio | 1BR | 2 BR | 3BR | 4BR | Totals |
| 30% AMI | 1 | 1 | 4 | 2 | 0 | 8 |
| 50% AMI | 0 | 8 | 22 | 2 | 1 | 33 |
| 60% AMI | 1 | 2 | 24 | 10 | 0 | 37 |
| Totals | 2 | 11 | 50 | 14 | 1 | 78 |

In anticipation of a Summer 2025 construction start on Terraces at Arlington View West, all current residents in the five buildings to be demolished will be relocated approximately 60 days before demolition commences to allow for site preparations and remediation. 120-day notices may be distributed beginning October 1, 2024.

Preparation for the relocation process will begin in May 2024 with resident interviews and surveys.

Resident Profile

As of 1/1/24, the existing buildings at Terraces at Arlington View West had the following demographics (out of 47 units):

- 18 households with school-age children
- 15 households with residents age 55 and older
- 9 residents who have lived at the property for over 20 years, and 19 who have lived at the property more than 10 years
- 0 households with a disabled resident (please note none of the units in the existing structures are ADA-accessible)

- 100% of the units are covered by the HAP contract.

Amharic and English are the predominate languages spoken at the Terraces.

As part of their scope of work, the relocation consultant will be conducting assessments of all 47 resident households to determine residents’ special needs during the renovation. The consultant will take special account of households with school-age children so that relocation housing options accommodate children’s current schools and transportation.

Affordable Apartments

When applying to rent an affordable apartment at the current Terraces at Arlington View, per the HAP rental assistance contract, individuals and families cannot earn more than 50% of area median income (AMI) shown by household size in Table 2.

| Table 2. Income Limits for Affordable Apartments (As of 1/1/24) | |
|--|------------|
| Number of Persons in Household | 50% |
| 1 | \$52,750 |
| 2 | \$60,300 |
| 3 | \$67,850 |
| 4 | \$75,350 |

The maximum allowable rents for the existing apartments is based on the current HAP contract (subject to adjustments) and shown in Table 3. All units in the existing buildings are one- and two-bedroom apartments.

| Table 3. Gross Affordable Rents (As of 9/1/23) | | |
|---|------------------|------------------|
| Rental Rates | 1-Bedroom | 2-Bedroom |
| HAP Effective 9/1/23 | \$1,574 | \$1,887 |

Residents pay 30% of their certified income towards rent, and the HAP contract subsidy pays the remaining rent. At the new Terraces at Arlington View West, HUD will “mark up” the rents allowable under the HAP contract to reflect the newer building’s value. However,

residents will continue to pay no more than 30% of their certified income toward rent and the HAP contract will continue to pay the remaining rent. The contract rents and utility rates will be examined on an annual basis as allowed by Section 8 regulations, and residents will be given proper and timely notice of any revisions.

OCCUPANCY STANDARDS FOR ALL RESIDENTS

Occupancy standards are established for the comfort and well-being of our residents and to prevent overcrowding. The standards for occupancy are the same for all apartments. Please see Table 4 below.

| Table 4. Occupancy Standards | | | | |
|------------------------------|------------|-----------|-----------|-----------|
| Unit Type | Efficiency | 1-Bedroom | 2-Bedroom | 3-Bedroom |
| Maximum Number of Occupants | 2 | 2 | 4 | 6 |

RELOCATION OF RESIDENTS

Overview

The relocation will take place in two phases. The 37 HAP households living at 1327, 1401, 1407, 1413, and 1429 S Rolfe St. will require immediate relocation off-site to accommodate the demolition and site remediation phase. While all 37 of the households that will be relocated off-site will be offered the right to return to the new Terraces West, these residents will be considered permanently relocated as defined by Uniform Relocation Act and VHDA Relocation Guidelines due to the length of the construction period.

The second phase will occur approximately 15 months after initial closing (Summer/Fall 2026) and will relocate the 10 HAP households living in the building at 1735 14th Rd S. That structure is not involved in the initial demolition but is planned for a substantial rehabilitation in 2026. The residents of this building will be offered the same relocation services, outlined below, as the initial 37 residents who relocate in the first phase. Upon completion of the new Terraces West, the HAP contract will be transferred to the new tax credit development owner and all 47 HAP will have first priority to move back to the property.

AHC’s goal is to find relocation housing for all eligible residents at either AHC sister communities in close proximity to the Terraces or at other nearby rental properties, and ultimately for Terraces residents to be given the opportunity to move back to the new building. The relocation team will

vacate the five buildings to be demolished over the course of approximately 16 weeks. Relocation assistance will be provided to all residents in accordance with Arlington County Relocation Guidelines and applicable federal, state, and local laws. The first relocation notices may be sent as early as October 1, 2024.

To be eligible for relocation assistance, residents should remain in “good standing,” that is, not in violation of their lease and current with their income certification and rental payments. Prior to distribution of 30-day notices, one-on-one interviews will be conducted by the relocation consultant with each household to obtain relevant resident information, identify particular relocation needs and explain the process and all eligible benefits. A summary of all relocation services that will be offered to eligible residents is on pages 10-11.

All 47 Terraces West residents are currently supported by rental subsidy through a project-based HAP contract. Prior to relocation of residents, AHC will apply for “Section 8 Pass Through” approval from HUD under which the current Terraces owner would lease a unit on behalf of the affected tenants in the relocation housing. Terraces West residents would need only to interface with their current landlord under a sublease agreement for their assigned relocation unit. The residents would continue to be responsible for the tenant share of the rent, which would be equal to or less than their current rent at Terraces West. The pass-through lease arrangement is only available to tenants who voluntarily agree to HUD URA conditions.

There will be no reduction in services at Terraces at Arlington View during the resident relocation process.

Relocation Notices

All tenants will receive the notices required by the Uniform Relocation Act in English and Amharic. This includes:

1. A General Information Notice, which is expected to be sent in August 2024.
2. A Notice of Eligibility for Relocation Assistance will be provided approximately September 2024.
3. A 120-day “Notice to Vacate”, in accordance with all applicable County, VHDA, and Federal relocation guidelines and laws, will be provided approximately October 1, 2024. The notices will be delivered in person to each occupied apartment and sent by registered mail. The initial date of receipt will be the effective date of the notice.
4. A 30 days notice to vacate when the time for relocation is approaching. The 30-day notices sent to residents will also meet all County, VHDA, and Federal relocation guidelines and requirements.

Moving Assistance For Residents

AHC will provide eligible households with assistance in moving from their apartment per the two options below. Residents are eligible for moving assistance if they are in “good standing” while remaining in tenancy at the Terraces on the date that the 120-day “Notice to Vacate” is issued for their particular unit. Residents are responsible for packing all of their own belongings. Free boxes and tape will be provided as needed.

Each household can choose ONE of the following options:

1. AHC will be arranging moves and covering all moving expenses, including packing supplies, transportation, and storage if needed. AHC will be covering any difference between the resident’s rent at the relocation unit and their rent at the Terraces. AHC will be covering any additional utility or security deposits required at the housing unit. No additional payments will be provided.
2. In the event that a resident prefers to cover his or her own moving expenses, reimbursement of costs will be provided. If a resident chooses Option 2 and decides to use their own movers, the resident must turn in the moving receipts in order to be reimbursed. They will not be reimbursed for moving expenses without actual receipts. Free boxes and tape will be provided. Reimbursement will be limited to the amounts listed in the following chart, as provided by the Uniform Relocation Act and VHDA:
https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm

In addition to helping with the move, AHC will provide eligible households with the standard relocation payment listed in Table 5, Column 2 below. Each household (1 unit = 1 household) is limited to one relocation payment per move. Households with incomes in excess of 50% AMI will receive the standard relocation payment. Households with incomes at or below 50% AMI will receive 1.5 times the amount of the standard payment (Table 5, Column 3).

| Table 5. Household Relocation Payments | | |
|---|------------------------------------|--|
| Number of Rooms | Standard Relocation Payment | Relocation Payment for Residents with Incomes Below 50% AMI |
| 4 | \$1,320 | \$1,980 |
| 5 | \$1,500 | \$2,250 |

Payment Schedule for Residents

The provisions detailed in this section are standard per Arlington County relocation guidelines. Relocation payments assist with payments towards the resident's moving costs and moving materials as well as utility connection/disconnection fees.

Relocation payments to residents will be made in two stages as outlined below. Lump sum payments will be made in hardship cases.

- First, sixty percent (60%) of the resident relocation payment will be paid to the qualified resident in approximately fifteen business days following AHC's receipt of the resident's written notice expressing the resident's intention to move by the "move-out" date. AHC requests that residents provide at least 24-hour written notice before vacating their unit. AHC prefers 30-days' notice; however, we will honor the aforementioned provisions. This notice will facilitate residents receiving their relocation payment and security deposit in a timely manner.
- Second, on the date that the unit is vacated in a condition in accordance with the terms of the resident's lease and "Notice to Vacate", and the resident has returned keys to the unit, the balance of the relocation payment due to the resident will be delivered at their forwarding address, or made available for pick up at the Terraces management or relocation office.

At the time of relocation, residents will receive their full security deposit plus interest as long as the apartment is left in good condition with no excessive damage, and the resident does not owe back rent.

Summary of Relocation Commitments

AHC has contracted with Housing Opportunities Unlimited (HOU) to support the relocation process. HOU has extensive experience in conducting relocation activities in Arlington County and will be able to identify housing options as well as County resources to facilitate a smooth transition for residents. HOU's team managed the relocation in 2020 and 2023 during AHC's first phase redevelopment of Terraces East. The following relocation services will be provided under this program:

- Residents will receive free moving assistance or be reimbursed for moving costs.
- Residents will receive a relocation payment.
- Written notice will be delivered to all residents detailing these relocation benefits and

conditions.

- One-on-one interviews will be conducted with each household to obtain relevant resident information, identify particular relocation needs and explain the process and all eligible benefits.
- Current listings of apartment vacancies (affordable to residents) in Arlington and bordering jurisdictions will be made available to residents.
- Relocation staff will pay special attention to the challenges of the elderly, disabled and families with children (i.e. packing, timing moves around school schedules, etc.).
- Resident assistance will be provided to identify County agencies that address special needs of the Arlington County population.
- AHC and the relocation consultant will assist residents with school-aged children communicate with their current school to minimize disruption to students.
- AHC will reimburse or pay all other expenses related to the relocation, including utility transfers, deposits, or other such fees.
- If a resident does not drive or has limited mobility and needs help with transportation to/from their relocation housing, AHC will assist with the cost of transportation. Seniors and persons with disabilities will be given first priority for transportation assistance.
- Residents will be assisted in completing applications and other required paperwork when applying to rent at another property.
- AHC will complete rental verifications in an expedited manner, when requested, as part of a family's relocation to a new community.
- A relocation staff person will be available on-site starting at the time the first 120-day notices are delivered. Hours will be determined based on resident needs but are expected to be approximately 20 hours / week. Translation and interpretation services will be provided in other languages as needed. Fall 2024 office hours will be posted as available.

RETURNING TO TERRACES AT ARLINGTON VIEW

The new Terraces at Arlington View West will consist of two buildings with a total of 78 units affordable at 30%, 50% and 60% of AMI. All residents relocated for the Terraces West redevelopment will be able to return to the same size unit at the new buildings as they have

currently. All households are expected to continue to qualify for occupancy at the new Terraces at Arlington View West. AHC will pay moving costs into the new building as described on page 10.

At the beginning of the relocation process, a resident profile will be created for each current resident at the Terraces. It will include the resident’s household size, income, number of bedrooms needed, name, address, phone and email contact information. This information is entered onto an Excel spreadsheet and updated every quarter. Residents are encouraged to contact AHC any time their contact information changes.

When a resident is scheduled to move from the Terraces, the resident will be asked if they would like to return to Terraces West. This will also be noted in their resident profile and their name will be added to a separate waiting list for apartments at the redeveloped Terraces West.

The residents on the waiting list will have first priority to rent an apartment at the redeveloped Terraces West. AHC will follow the Priority Ranking System provided by Arlington County (Table 6). The relocation service provider will assign preliminary points to each household.

| Table 6. Resident Priority Ranking System | |
|--|-------------------|
| Household | Point(s) |
| Child under 18 years of age | 1 Point per child |
| A member of the household is 62 years of age or older. | 2 Points |
| A member of the household has a disability. | 2 Points |
| Household currently receives rental assistance. | 1 Point |
| Household previously displaced by redevelopment in Arlington County. | 1 Point |
| Years of tenancy: | 1 Point per year |

COMMUNICATION WITH RESIDENTS

Meetings

AHC will hold periodic meetings on relocation leading up to the start of the relocation process so that residents have several opportunities to learn about the relocation process, receive regular updates or learn of changes to the process, and ask questions. Meetings will be virtual or will be held at a place convenient to the residents using appropriate safety precautions. Ample time will

be allotted for questions. Interpretation services will be offered at relocation meetings, and distributed documents will be translated. The initial meeting with residents will begin with an overview of the plans to redevelop Terraces West followed by a general discussion of resident relocation and important dates.

Drop-in and One-On-One Appointments

AHC encourages residents to call the management office or the relocation consultant with any questions they may have outside of resident assessments. Should the management office return to regular operations, residents are welcome to stop by the office at any time during regular business hours.

Additional Information

Additionally, residents will receive the following information:

- Name, address, and contact persons for the relocation team and the owner representatives.
 1. The relocation consultant is Housing Opportunities Unlimited. Housing Opportunities Unlimited can be reached as follows:

Jeray Wilson
Project Director
Cell: 202-907-7747
jwilson@housingopportunities.com

Sintia Ortiz
Assistant Project Manager/Relocation Coordinator
Office/Cell 571-245-7910
syanes@housingopportunities.com

2. The Community Manager is Tameka Tharkurdeen. She can be reached at 703-521-4010 or ttharkurdeen@paradigmcos.com.

The Senior Regional Property Manager is Jan Haub. She can be reached at 571-482-5922 or jhaub@paradigmcos.com.

3. Owner representative: Joshua Childs, Development Manager. He can be reached at joshua.childs@ahcinc.org or at (703) 486-0626 ext. 1108

Owner representative: Morrya Jones, Director of Compliance. She can be reached at

morrya.jones@ahcinc.org or at (703) 486-0626 ext. 1134

- Estimated timetable for each phase of the Redevelopment work and the relocation plan.
- Moving services available for all residents.

All 120-day notices to vacate, along with the relocation benefits letter, will be delivered to the residents prior to the commencement of redevelopment work. The notices will be hand delivered and sent by registered mail.

AHC will distribute the draft Relocation Plan to all residents. Residents will receive the final Relocation Plan once it has been approved by Arlington County and HUD.

Estimated Schedule for Resident Relocation

| | |
|---------------|--|
| April 2024 | Submit Relocation Plan to Arlington County |
| May 2024 | Initial Resident Meeting |
| July 2024 | Relocation Plan approved |
| July 2024 | Relocation Team begins one-on-one resident interviews to gather information on each of the 47 households' needs during redevelopment |
| | Relocation staff available as needed on-site for resident inquiries |
| October 2024 | 120-day notices delivered to residents advising of upcoming renovation and relocation |
| January 2025 | 30-day notices delivered to residents |
| February 2025 | Resident Relocation completed for 37 households |
| June 2025 | Demolition and construction begin |
| Spring 2027 | Terraces West is completed and ready for occupancy. The 47 relocated residents may move into the new buildings. |

Anticipated Unit Delivery Schedule

The Terraces at Arlington View redevelopment is anticipated to be complete by March of 2027. Thus, the proposed unit delivery schedule is:

- March 2027 – 78 units

At this time, all 47 current Terraces West residents will be notified that they can move back to the new buildings.

OPTION TO PURCHASE PROPERTY

THIS OPTION TO PURCHASE PROPERTY (this “*Agreement*”), effective as of March 5, 2024 (“*Effective Date*”), is made by and between AHC Terraces West LLC, a Virginia limited liability company having an address of 2230 North Fairfax Drive, Suite 100, Arlington, VA 22201 (AHC Terraces West LLC, and its successors and assigns, collectively, “*Buyer*”), and AHC Service Corporation, a Virginia nonstock corporation having an address of 2230 North Fairfax Drive, Suite 100, Arlington, VA 22201 (the “*Seller*”, and together with the Buyer, the “*Parties*”).

RECITALS

Seller is the owner of certain real property located in Arlington County, Virginia (“*Land*”). The Land consists of certain parcels of real property. The Parties intend that six (6) parcels and one (1) outlot of the Land (Parcel A, Parcel B, Parcel C, Parcel D, Parcel E, Parcel F, and Outlot A, as identified in **Exhibit A**, together, the “*Property*”) be reserved for use and purchase by Buyer. Seller wishes to grant Buyer the option, and Buyer wishes to accept the option, to purchase the Property on the terms and conditions stated below.

Therefore, the Parties agree as follows:

AGREEMENT

1. **Grant of Option to Purchase Property.** In consideration of Seller’s receipt of \$10.00 from Buyer (which is hereby acknowledged), Seller hereby grants to Buyer the exclusive right and option to acquire the Property from Seller (“*Option*”) at any time after the Effective Date, and continuing until 5:00 p.m. on December 31, 2025 (the “*Expiration Date*”).

2. **Terms of Purchase and Assumption of Land.** The total acquisition price for the Property will be equal to \$2,836,667.00 (the “*Purchase Price*”), which amount will be payable as provided by a further agreement to be entered into between the Parties if Buyer elects to exercise the Option. Upon exercise of the Option and payment of the Purchase Price, Seller will deed the Property to Buyer, as provided by a further agreement to be entered into between the Parties. Title to the Property will be delivered free and clear of all liens and encumbrances. Seller shall deliver the Property after Seller has terminated, with respect to the Property, the current ground lease thereon and after it has caused the demolition of the current improvements thereon, pursuant to an option to purchase the improvements and to assume the lease executed on even date herewith. The Parties agree that Seller shall cause any required relocation of tenants with respect to the Property and such ground lease to be accomplished in accordance with the tenant relocation plan attached hereto and made a part hereof as **Exhibit B**. All costs associated with the acquisition of the Property will be borne by the Buyer.

3. **Application of Consideration to Purchase Prices.** If Buyer elects to acquire the Property pursuant to the Option, the consideration paid for the Option will not be applied to the Purchase Price.

4. **Exercise of Option.** Buyer may exercise the Option by giving Seller written notice, signed by Buyer, on or before the Expiration Date.

5. **Proof of Title.** Seller will, at Buyer’s expense, furnish Buyer with a policy of title insurance, written by a title insurer acceptable to Buyer, insuring the title to the Property on terms acceptable to Buyer.

6. **Failure to Exercise Option.** If Buyer does not exercise the Option on or before the Expiration Date, the Option and the rights of Buyer will automatically and immediately terminate without notice, and Seller will retain the sum paid as consideration for the Option.

7. **Miscellaneous.** Seller shall not market the Property or enter into any contract or option to sell the Property prior to the Expiration Date.

8. **Notices.** All notices provided for in this Agreement will be deemed to have been duly given if and when deposited with the United States Postal Service mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.

9. **Binding Effect.** This Agreement will be binding upon and inure only to the benefit of the Parties to it, including Buyer's successors or assigns.

[signature page follows]

[signature page to Option to Purchase Property]

BUYER:

AHC TERRACES WEST LLC,
a Virginia limited liability company

By: Terraces West Housing Corporation,
a Virginia corporation,
its managing member

By: 
Name: Paul Bernard
Title: President

SELLER:

AHC SERVICE CORPORATION,
a Virginia nonstock corporation

By: 
Name: Paul Bernard
Title: President

[Consent to Option to Purchase Property]

The undersigned, as lessee of the ground lease on the Property and owner of the improvements thereon, hereby acknowledges, and consents to, the foregoing Option to Purchase Property.

AHC LIMITED PARTNERSHIP-3,
a Virginia limited partnership

By: Arlington View Terrace Housing Corporation,
a Virginia corporation,
its general partner

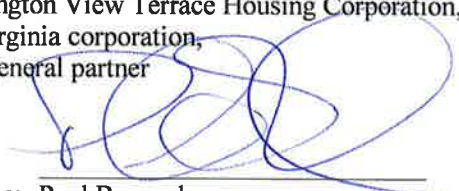
By: 
Name: Paul Bernard
Title: President

EXHIBIT A

PROPERTY DESCRIPTION

Description of Parcels A, B, C, and D, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at a point in the west right-of-way line of South Rolfe Street, said point being the southeast corner of Lot 6, Mrs. Minnie Green Subdivision, as recorded in Deed Book 785 at Page 559; thence with the west right-of-way line of South Rolfe Street, S 12°39'03" E, 332.49 feet to a point at the intersection of the west right-of-way line of South Rolfe Street with the north right-of-way line of 14th Road South; thence with the north right-of-way line of 14th Road South, S 77°20'57" W, 110.00 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 341.60 feet to a point, said point being the southwest corner of the aforementioned Lot 6, Mrs. Minnie Green Subdivision; thence with the south line of Lot 6, N 82°04'57" E, 110.38 feet to the point of beginning and containing an area of 37,075 square feet or 0.8511 acres, more or less.

Description of Parcels E and F, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 and Outlot A, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the west right-of-way line of South Rolfe Street with the south right-of-way line of 14th Road South; thence with the west right-of-way line of South Rolfe Street S 12°39'03" E, 203.79 feet to a point in the north line of Outlot D, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323; thence with the north line of Outlot D, S 82°02'17" W, 110.37 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 194.77 feet to a point, said point being the southwest terminus of 14th Road South; thence with the south right-of-way line of 14th Road South, N 77°20'57" E, 110.00 feet to the point of beginning and containing an area of 21,922 square feet or 0.5033 acres, more or less.

EXHIBIT B

TENANT RELOCATION PLAN

[Exhibit appears on the next page.]

Relocation Plan:
Terraces at Arlington View
West

Affordable Homes & Communities (AHC)

2/28/24

Table of Contents

OVERVIEW AND RESIDENT PROFILE 5

 Property Profile 5

 Resident Profile 6

 Affordable Apartments 7

OCCUPANCY STANDARDS FOR ALL RESIDENTS 8

RELOCATION OF RESIDENTS 8

 Overview 8

 Moving Assistance For Residents..... 9

 Payment Schedule for Residents 10

 Summary of Relocation Commitments..... 11

RETURNING TO ARLINGTON VIEW TERRACE 12

COMMUNICATION WITH RESIDENTS 13

 Meetings..... 13

 Drop-in and One-On-One Appointments..... 14

 Additional Information 14

Estimated Schedule for Resident Relocation 16

Anticipated Unit Delivery Schedule 17

Terraces at Arlington View West Contact Sheet and Hours of Operation

| | |
|------------------------|---|
| Relocation Consultant: | Housing Opportunities Unlimited Jeray Wilson Project Director Cell: 202-907-7747 jwilson@housingopportunities.com Sintia Ortiz Assistant Project Manager/Relocation Coordinator Office/Cell 571-245-7910 syanes@housingopportunities.com |
| Office Hours | M-F 9-5; evenings and weekends by appointment as requested Relocation staff office hours to be posted on site when applicable |
| Paradigm Management | Tameka Tharkurdeen Community Manager, Terraces at Arlington View Phone: 703-521-4010 ttharkurdeen@paradigmcos.com Jan Haub Senior Regional Manager Phone: 571-482-5922 jhaub@paradigmcos.com |
| Relocation Oversight: | Arlington County Office Hector Mercado Phone: 703-228-3805 hmerca@arlingtonva.us |

Hours of Operation:

Relocation staff person will be available on-site beginning in July 2024.

Monday thru Thursday: TBD

Friday: TBD

Saturday & Sunday: By appointment only

Translation services will be provided as needed. AHC Resident Services staff work full-time at this property and will communicate and coordinate with residents along with the relocation staff.

OVERVIEW AND RESIDENT PROFILE

The following resident relocation plan (“Plan”) was prepared by AHC Inc. (dba Affordable Homes & Communities (AHC)), the owner and developer overseeing the redevelopment of a portion of the Terraces at Arlington View (“Terraces”). AHC is committed to providing residents with a safe, affordable and attractive place to live. This Plan addresses the relocation needs of current and future residents living at the Terraces, and sets forth the procedures for the relocation for the 47 households of the Terraces at Arlington View West in Arlington, VA that will be impacted by the proposed redevelopment. This plan is written in accordance with the relevant provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24, and all applicable state and local regulations.

Terraces at Arlington View is a garden apartment complex with buildings built in 1960. It is located in the Arlington View neighborhood in south Arlington, Virginia across 7 buildings at 1327, 1401, 1407, 1413, 1420 and 1429 South Rolfe Street and 1735 14th Road South. AHC acquired the community in 1982 and completed a modest redevelopment in 2002. The original property consisted of 77 units within 7 buildings. All of the units are affordable and covered by a project- based Section 8 contract (HAP).

In 2023, AHC completed a full redevelopment of a 30-unit building on the property’s largest parcel with a new-construction 77-unit building. The new building (known as Terraces East) houses the original 30 HAP households who were relocated during construction and 47 new tax credit tenants.

In the second phase of redevelopment, AHC will replace five buildings on the West side of South Rolfe Street with two new structures with a total of 78 units, referred to as Terraces West. The new buildings on these parcels will more than double the number of long-term affordable units on the site and will add family-sized units in a neighborhood experiencing increased housing costs resulting from to Amazon’s move into nearby Crystal City. Prior to the closing of the project’s construction financing, residents will be relocated to allow for demolition of the existing building. The construction is anticipated to start in June of 2025.

Property Profile

The structures to be redeveloped at the Terraces were last renovated in 2002 using 4% Low Income Housing Tax Credits (LIHTCs) and tax-exempt bonds. The new project will be financed with 9% LIHTC and other subordinate financing. AHC will distribute the 37 existing HAP units that are in the current buildings and 10 existing HAP units elsewhere on the Terraces at Arlington

View property throughout the new construction buildings, subject to discussions with HUD. The property will comply with all Arlington County and LIHTC requirements, and 100% of the units in the new construction building will be committed affordable between 30% - 60% of AMI for 75 years. Delivery of the Terraces West new construction buildings (which will be called Terraces at Arlington View West) is expected to occur 24-36 months from the time residents are first relocated.

Please see Table 1 below for the proposed future breakdown by unit size and income level.

| | Table 1. Terraces West Redevelopment | | | | | |
|---------------|---|------------|-------------|------------|------------|---------------|
| | Studio | 1BR | 2 BR | 3BR | 4BR | Totals |
| 30% AMI | 1 | 1 | 4 | 2 | 0 | 8 |
| 50% AMI | 0 | 8 | 22 | 2 | 1 | 33 |
| 60% AMI | 1 | 2 | 24 | 10 | 0 | 37 |
| Totals | 2 | 11 | 50 | 14 | 1 | 78 |

In anticipation of a Summer 2025 construction start on Terraces at Arlington View West, all current residents in the five buildings to be demolished will be relocated approximately 60 days before demolition commences to allow for site preparations and remediation. 120-day notices may be distributed beginning October 1, 2024.

Preparation for the relocation process will begin in May 2024 with resident interviews and surveys.

Resident Profile

As of 1/1/24, the existing buildings at Terraces at Arlington View West had the following demographics (out of 47 units):

- 18 households with school-age children
- 15 households with residents age 55 and older
- 9 residents who have lived at the property for over 20 years, and 19 who have lived at the property more than 10 years
- 0 households with a disabled resident (please note none of the units in the existing structures are ADA-accessible)

- 100% of the units are covered by the HAP contract.

Amharic and English are the predominate languages spoken at the Terraces.

As part of their scope of work, the relocation consultant will be conducting assessments of all 47 resident households to determine residents’ special needs during the renovation. The consultant will take special account of households with school-age children so that relocation housing options accommodate children’s current schools and transportation.

Affordable Apartments

When applying to rent an affordable apartment at the current Terraces at Arlington View, per the HAP rental assistance contract, individuals and families cannot earn more than 50% of area median income (AMI) shown by household size in Table 2.

| Table 2. Income Limits for Affordable Apartments (As of 1/1/24) | |
|--|------------|
| Number of Persons in Household | 50% |
| 1 | \$52,750 |
| 2 | \$60,300 |
| 3 | \$67,850 |
| 4 | \$75,350 |

The maximum allowable rents for the existing apartments is based on the current HAP contract (subject to adjustments) and shown in Table 3. All units in the existing buildings are one- and two-bedroom apartments.

| Table 3. Gross Affordable Rents (As of 9/1/23) | | |
|---|------------------|------------------|
| Rental Rates | 1-Bedroom | 2-Bedroom |
| HAP Effective 9/1/23 | \$1,574 | \$1,887 |

Residents pay 30% of their certified income towards rent, and the HAP contract subsidy pays the remaining rent. At the new Terraces at Arlington View West, HUD will “mark up” the rents allowable under the HAP contract to reflect the newer building’s value. However,

residents will continue to pay no more than 30% of their certified income toward rent and the HAP contract will continue to pay the remaining rent. The contract rents and utility rates will be examined on an annual basis as allowed by Section 8 regulations, and residents will be given proper and timely notice of any revisions.

OCCUPANCY STANDARDS FOR ALL RESIDENTS

Occupancy standards are established for the comfort and well-being of our residents and to prevent overcrowding. The standards for occupancy are the same for all apartments. Please see Table 4 below.

| Table 4. Occupancy Standards | | | | |
|-------------------------------------|------------|-----------|-----------|-----------|
| Unit Type | Efficiency | 1-Bedroom | 2-Bedroom | 3-Bedroom |
| Maximum Number of Occupants | 2 | 2 | 4 | 6 |

RELOCATION OF RESIDENTS

Overview

The relocation will take place in two phases. The 37 HAP households living at 1327, 1401, 1407, 1413, and 1429 S Rolfe St. will require immediate relocation off-site to accommodate the demolition and site remediation phase. While all 37 of the households that will be relocated off-site will be offered the right to return to the new Terraces West, these residents will be considered permanently relocated as defined by Uniform Relocation Act and VHDA Relocation Guidelines due to the length of the construction period.

The second phase will occur approximately 15 months after initial closing (Summer/Fall 2026) and will relocate the 10 HAP households living in the building at 1735 14th Rd S. That structure is not involved in the initial demolition but is planned for a substantial rehabilitation in 2026. The residents of this building will be offered the same relocation services, outlined below, as the initial 37 residents who relocate in the first phase. Upon completion of the new Terraces West, the HAP contract will be transferred to the new tax credit development owner and all 47 HAP will have first priority to move back to the property.

AHC’s goal is to find relocation housing for all eligible residents at either AHC sister communities in close proximity to the Terraces or at other nearby rental properties, and ultimately for Terraces residents to be given the opportunity to move back to the new building. The relocation team will

vacate the five buildings to be demolished over the course of approximately 16 weeks. Relocation assistance will be provided to all residents in accordance with Arlington County Relocation Guidelines and applicable federal, state, and local laws. The first relocation notices may be sent as early as October 1, 2024.

To be eligible for relocation assistance, residents should remain in “good standing,” that is, not in violation of their lease and current with their income certification and rental payments. Prior to distribution of 30-day notices, one-on-one interviews will be conducted by the relocation consultant with each household to obtain relevant resident information, identify particular relocation needs and explain the process and all eligible benefits. A summary of all relocation services that will be offered to eligible residents is on pages 10-11.

All 47 Terraces West residents are currently supported by rental subsidy through a project-based HAP contract. Prior to relocation of residents, AHC will apply for “Section 8 Pass Through” approval from HUD under which the current Terraces owner would lease a unit on behalf of the affected tenants in the relocation housing. Terraces West residents would need only to interface with their current landlord under a sublease agreement for their assigned relocation unit. The residents would continue to be responsible for the tenant share of the rent, which would be equal to or less than their current rent at Terraces West. The pass-through lease arrangement is only available to tenants who voluntarily agree to HUD URA conditions.

There will be no reduction in services at Terraces at Arlington View during the resident relocation process.

Relocation Notices

All tenants will receive the notices required by the Uniform Relocation Act in English and Amharic. This includes:

1. A General Information Notice, which is expected to be sent in August 2024.
2. A Notice of Eligibility for Relocation Assistance will be provided approximately September 2024.
3. A 120-day “Notice to Vacate”, in accordance with all applicable County, VHDA, and Federal relocation guidelines and laws, will be provided approximately October 1, 2024. The notices will be delivered in person to each occupied apartment and sent by registered mail. The initial date of receipt will be the effective date of the notice.
4. A 30 days notice to vacate when the time for relocation is approaching. The 30-day notices sent to residents will also meet all County, VHDA, and Federal relocation guidelines and requirements.

Moving Assistance For Residents

AHC will provide eligible households with assistance in moving from their apartment per the two options below. Residents are eligible for moving assistance if they are in “good standing” while remaining in tenancy at the Terraces on the date that the 120-day “Notice to Vacate” is issued for their particular unit. Residents are responsible for packing all of their own belongings. Free boxes and tape will be provided as needed.

Each household can choose ONE of the following options:

1. AHC will be arranging moves and covering all moving expenses, including packing supplies, transportation, and storage if needed. AHC will be covering any difference between the resident’s rent at the relocation unit and their rent at the Terraces. AHC will be covering any additional utility or security deposits required at the housing unit. No additional payments will be provided.

2. In the event that a resident prefers to cover his or her own moving expenses, reimbursement of costs will be provided. If a resident chooses Option 2 and decides to use their own movers, the resident must turn in the moving receipts in order to be reimbursed. They will not be reimbursed for moving expenses without actual receipts. Free boxes and tape will be provided. Reimbursement will be limited to the amounts listed in the following chart, as provided by the Uniform Relocation Act and VHDA:
https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm

In addition to helping with the move, AHC will provide eligible households with the standard relocation payment listed in Table 5, Column 2 below. Each household (1 unit = 1 household) is limited to one relocation payment per move. Households with incomes in excess of 50% AMI will receive the standard relocation payment. Households with incomes at or below 50% AMI will receive 1.5 times the amount of the standard payment (Table 5, Column 3).

| Table 5. Household Relocation Payments | | |
|---|------------------------------------|--|
| Number of Rooms | Standard Relocation Payment | Relocation Payment for Residents with Incomes Below 50% AMI |
| 4 | \$1,320 | \$1,980 |
| 5 | \$1,500 | \$2,250 |

Payment Schedule for Residents

The provisions detailed in this section are standard per Arlington County relocation guidelines. Relocation payments assist with payments towards the resident's moving costs and moving materials as well as utility connection/disconnection fees.

Relocation payments to residents will be made in two stages as outlined below. Lump sum payments will be made in hardship cases.

- First, sixty percent (60%) of the resident relocation payment will be paid to the qualified resident in approximately fifteen business days following AHC's receipt of the resident's written notice expressing the resident's intention to move by the "move-out" date. AHC requests that residents provide at least 24-hour written notice before vacating their unit. AHC prefers 30-days' notice; however, we will honor the aforementioned provisions. This notice will facilitate residents receiving their relocation payment and security deposit in a timely manner.
- Second, on the date that the unit is vacated in a condition in accordance with the terms of the resident's lease and "Notice to Vacate", and the resident has returned keys to the unit, the balance of the relocation payment due to the resident will be delivered at their forwarding address, or made available for pick up at the Terraces management or relocation office.

At the time of relocation, residents will receive their full security deposit plus interest as long as the apartment is left in good condition with no excessive damage, and the resident does not owe back rent.

Summary of Relocation Commitments

AHC has contracted with Housing Opportunities Unlimited (HOU) to support the relocation process. HOU has extensive experience in conducting relocation activities in Arlington County and will be able to identify housing options as well as County resources to facilitate a smooth transition for residents. HOU's team managed the relocation in 2020 and 2023 during AHC's first phase redevelopment of Terraces East. The following relocation services will be provided under this program:

- Residents will receive free moving assistance or be reimbursed for moving costs.
- Residents will receive a relocation payment.
- Written notice will be delivered to all residents detailing these relocation benefits and

conditions.

- One-on-one interviews will be conducted with each household to obtain relevant resident information, identify particular relocation needs and explain the process and all eligible benefits.
- Current listings of apartment vacancies (affordable to residents) in Arlington and bordering jurisdictions will be made available to residents.
- Relocation staff will pay special attention to the challenges of the elderly, disabled and families with children (i.e. packing, timing moves around school schedules, etc.).
- Resident assistance will be provided to identify County agencies that address special needs of the Arlington County population.
- AHC and the relocation consultant will assist residents with school-aged children communicate with their current school to minimize disruption to students.
- AHC will reimburse or pay all other expenses related to the relocation, including utility transfers, deposits, or other such fees.
- If a resident does not drive or has limited mobility and needs help with transportation to/from their relocation housing, AHC will assist with the cost of transportation. Seniors and persons with disabilities will be given first priority for transportation assistance.
- Residents will be assisted in completing applications and other required paperwork when applying to rent at another property.
- AHC will complete rental verifications in an expedited manner, when requested, as part of a family's relocation to a new community.
- A relocation staff person will be available on-site starting at the time the first 120-day notices are delivered. Hours will be determined based on resident needs but are expected to be approximately 20 hours / week. Translation and interpretation services will be provided in other languages as needed. Fall 2024 office hours will be posted as available.

RETURNING TO TERRACES AT ARLINGTON VIEW

The new Terraces at Arlington View West will consist of two buildings with a total of 78 units affordable at 30%, 50% and 60% of AMI. All residents relocated for the Terraces West redevelopment will be able to return to the same size unit at the new buildings as they have

currently. All households are expected to continue to qualify for occupancy at the new Terraces at Arlington View West. AHC will pay moving costs into the new building as described on page 10.

At the beginning of the relocation process, a resident profile will be created for each current resident at the Terraces. It will include the resident’s household size, income, number of bedrooms needed, name, address, phone and email contact information. This information is entered onto an Excel spreadsheet and updated every quarter. Residents are encouraged to contact AHC any time their contact information changes.

When a resident is scheduled to move from the Terraces, the resident will be asked if they would like to return to Terraces West. This will also be noted in their resident profile and their name will be added to a separate waiting list for apartments at the redeveloped Terraces West.

The residents on the waiting list will have first priority to rent an apartment at the redeveloped Terraces West. AHC will follow the Priority Ranking System provided by Arlington County (Table 6). The relocation service provider will assign preliminary points to each household.

| Table 6. Resident Priority Ranking System | |
|--|-------------------|
| Household | Point(s) |
| Child under 18 years of age | 1 Point per child |
| A member of the household is 62 years of age or older. | 2 Points |
| A member of the household has a disability. | 2 Points |
| Household currently receives rental assistance. | 1 Point |
| Household previously displaced by redevelopment in Arlington County. | 1 Point |
| Years of tenancy: | 1 Point per year |

COMMUNICATION WITH RESIDENTS

Meetings

AHC will hold periodic meetings on relocation leading up to the start of the relocation process so that residents have several opportunities to learn about the relocation process, receive regular updates or learn of changes to the process, and ask questions. Meetings will be virtual or will be held at a place convenient to the residents using appropriate safety precautions. Ample time will

be allotted for questions. Interpretation services will be offered at relocation meetings, and distributed documents will be translated. The initial meeting with residents will begin with an overview of the plans to redevelop Terraces West followed by a general discussion of resident relocation and important dates.

Drop-in and One-On-One Appointments

AHC encourages residents to call the management office or the relocation consultant with any questions they may have outside of resident assessments. Should the management office return to regular operations, residents are welcome to stop by the office at any time during regular business hours.

Additional Information

Additionally, residents will receive the following information:

- Name, address, and contact persons for the relocation team and the owner representatives.
 1. The relocation consultant is Housing Opportunities Unlimited. Housing Opportunities Unlimited can be reached as follows:

Jeray Wilson
Project Director
Cell: 202-907-7747
jwilson@housingopportunities.com

Sintia Ortiz
Assistant Project Manager/Relocation Coordinator
Office/Cell 571-245-7910
syanes@housingopportunities.com

2. The Community Manager is Tameka Tharkurdeen. She can be reached at 703-521-4010 or ttharkurdeen@paradigmcos.com.

The Senior Regional Property Manager is Jan Haub. She can be reached at 571-482-5922 or jhaub@paradigmcos.com.

3. Owner representative: Joshua Childs, Development Manager. He can be reached at joshua.childs@ahcinc.org or at (703) 486-0626 ext. 1108

Owner representative: Morrya Jones, Director of Compliance. She can be reached at

morrya.jones@ahcinc.org or at (703) 486-0626 ext. 1134

- Estimated timetable for each phase of the Redevelopment work and the relocation plan.
- Moving services available for all residents.

All 120-day notices to vacate, along with the relocation benefits letter, will be delivered to the residents prior to the commencement of redevelopment work. The notices will be hand delivered and sent by registered mail.

AHC will distribute the draft Relocation Plan to all residents. Residents will receive the final Relocation Plan once it has been approved by Arlington County and HUD.

Estimated Schedule for Resident Relocation

| | |
|---------------|--|
| April 2024 | Submit Relocation Plan to Arlington County |
| May 2024 | Initial Resident Meeting |
| July 2024 | Relocation Plan approved |
| July 2024 | Relocation Team begins one-on-one resident interviews to gather information on each of the 47 households' needs during redevelopment |
| | Relocation staff available as needed on-site for resident inquiries |
| October 2024 | 120-day notices delivered to residents advising of upcoming renovation and relocation |
| January 2025 | 30-day notices delivered to residents |
| February 2025 | Resident Relocation completed for 37 households |
| June 2025 | Demolition and construction begin |
| Spring 2027 | Terraces West is completed and ready for occupancy. The 47 relocated residents may move into the new buildings. |

Anticipated Unit Delivery Schedule

The Terraces at Arlington View redevelopment is anticipated to be complete by March of 2027. Thus, the proposed unit delivery schedule is:

- March 2027 – 78 units

At this time, all 47 current Terraces West residents will be notified that they can move back to the new buildings.

General Information

| | | | |
|---|--------------------------------|---|--|
| Owner AHC SERVICE CORP (LAND) AHC LP-3 (IMPR) | | Legal Description PARC A RESUB PT SEC 1 ARL VIEW 9080 SQ FT | |
| Mailing Address 2230 FAIRFAX DR ARLINGTON VA 22201 | | Trade Name ARLINGTON VIEW TERRACE APTS | |
| Year Built 1960 | Units 77 | EU# 3300107A | |
| Property Class Code 311-Apartment - Garden | Zoning RA8-18 | Lot Size 9080 | |
| Neighborhood# 880000 | Map Book/Page 074-07 | Polygon 33006013 | |
| Site Plan N/A | Rezoning N/A | Tax Exempt No | |

Assessment History

| Effective Date | Change Reason | Land Value | Improvement Value | Total Value |
|----------------|---------------|------------|-------------------|-------------|
| 1/1/2024 | 01- Annual | \$479,500 | \$531,700 | \$1,011,200 |
| 1/1/2023 | 01- Annual | \$479,500 | \$516,700 | \$996,200 |
| 1/1/2022 | 01- Annual | \$804,800 | \$83,100 | \$887,900 |
| 1/1/2021 | 01- Annual | \$479,500 | \$33,100 | \$512,600 |
| 1/1/2020 | 01- Annual | \$479,500 | \$43,500 | \$523,000 |
| 1/1/2019 | 01- Annual | \$479,500 | \$24,600 | \$504,100 |
| 1/1/2018 | 01- Annual | \$479,500 | \$47,400 | \$526,900 |
| 1/1/2017 | 01- Annual | \$479,500 | \$6,000 | \$485,500 |
| 1/1/2016 | 01- Annual | \$481,200 | \$24,600 | \$505,800 |
| 1/1/2015 | 01- Annual | \$454,000 | \$43,300 | \$497,300 |
| 1/1/2014 | 01- Annual | \$408,600 | \$45,200 | \$453,800 |

General Information

| | | | |
|---|--------------------------------|---|--|
| Owner AHC SERVICE CORP (LAND) AHC LP-3 (IMPR) | | Legal Description PARC B RESUB PT SEC 1 ARL VIEW 9086 SQ FT | |
| Mailing Address 2230 FAIRFAX DR ARLINGTON VA 22201 | | Trade Name ARLINGTON VIEW TERRACE APTS | |
| Year Built 1960 | Units 0 | EU# 3300107A | |
| Property Class Code 311-Apartment - Garden | Zoning RA8-18 | Lot Size 9086 | |
| Neighborhood# 880000 | Map Book/Page 074-07 | Polygon 33006014 | |
| Site Plan N/A | Rezoning N/A | Tax Exempt No | |

Assessment History

| Effective Date | Change Reason | Land Value | Improvement Value | Total Value |
|----------------|---------------|------------|-------------------|-------------|
| 1/1/2024 | 01- Annual | \$479,900 | \$532,100 | \$1,012,000 |
| 1/1/2023 | 01- Annual | \$479,900 | \$517,200 | \$997,100 |
| 1/1/2022 | 01- Annual | \$805,300 | \$83,100 | \$888,400 |
| 1/1/2021 | 01- Annual | \$479,900 | \$33,100 | \$513,000 |
| 1/1/2020 | 01- Annual | \$479,900 | \$43,500 | \$523,400 |
| 1/1/2019 | 01- Annual | \$479,900 | \$24,500 | \$504,400 |
| 1/1/2018 | 01- Annual | \$479,900 | \$47,400 | \$527,300 |
| 1/1/2017 | 01- Annual | \$479,900 | \$6,000 | \$485,900 |
| 1/1/2016 | 01- Annual | \$481,600 | \$24,600 | \$506,200 |
| 1/1/2015 | 01- Annual | \$454,300 | \$43,300 | \$497,600 |
| 1/1/2014 | 01- Annual | \$408,900 | \$45,200 | \$454,100 |

General Information

| | | | |
|---|--------------------------------|---|--|
| Owner AHC SERVICE CORP (LAND) AHC LP-3 (IMPR) | | Legal Description PARC C RESUB PT SEC 1 ARL VIEW 9086 SQ FT | |
| Mailing Address 2230 FAIRFAX DR ARLINGTON VA 22201 | | Trade Name ARLINGTON VIEW TERRACE APTS | |
| Year Built 1960 | Units 0 | EU# 3300107A | |
| Property Class Code 311-Apartment - Garden | Zoning RA8-18 | Lot Size 9086 | |
| Neighborhood# 880000 | Map Book/Page 074-07 | Polygon 33006015 | |
| Site Plan N/A | Rezoning N/A | Tax Exempt No | |

Assessment History

| Effective Date | Change Reason | Land Value | Improvement Value | Total Value |
|----------------|---------------|------------|-------------------|-------------|
| 1/1/2024 | 01- Annual | \$479,900 | \$532,100 | \$1,012,000 |
| 1/1/2023 | 01- Annual | \$479,900 | \$517,200 | \$997,100 |
| 1/1/2022 | 01- Annual | \$805,300 | \$83,100 | \$888,400 |
| 1/1/2021 | 01- Annual | \$479,900 | \$33,100 | \$513,000 |
| 1/1/2020 | 01- Annual | \$479,900 | \$43,500 | \$523,400 |
| 1/1/2019 | 01- Annual | \$479,900 | \$24,500 | \$504,400 |
| 1/1/2018 | 01- Annual | \$479,900 | \$47,400 | \$527,300 |
| 1/1/2017 | 01- Annual | \$479,900 | \$6,000 | \$485,900 |
| 1/1/2016 | 01- Annual | \$481,600 | \$24,600 | \$506,200 |
| 1/1/2015 | 01- Annual | \$454,300 | \$43,300 | \$497,600 |
| 1/1/2014 | 01- Annual | \$408,900 | \$45,200 | \$454,100 |

General Information

| | | | |
|---|--------------------------------|---|--|
| Owner AHC SERVICE CORP (LAND) AHC LP-3 (IMPR) | | Legal Description PARC D RESUB PT SEC 1 ARL VIEW 9823 SQ FT | |
| Mailing Address 2230 FAIRFAX DR ARLINGTON VA 22201 | | Trade Name ARLINGTON VIEW TERRACE APTS | |
| Year Built 1962 | Units 0 | EU# 3300107A | |
| Property Class Code 311-Apartment - Garden | Zoning RA8-18 | Lot Size 9823 | |
| Neighborhood# 880000 | Map Book/Page 074-07 | Polygon 33006016 | |
| Site Plan N/A | Rezoning N/A | Tax Exempt No | |

Assessment History

| Effective Date | Change Reason | Land Value | Improvement Value | Total Value |
|----------------|---------------|------------|-------------------|-------------|
| 1/1/2024 | 01- Annual | \$518,800 | \$575,400 | \$1,094,200 |
| 1/1/2023 | 01- Annual | \$518,800 | \$559,200 | \$1,078,000 |
| 1/1/2022 | 01- Annual | \$870,600 | \$83,100 | \$953,700 |
| 1/1/2021 | 01- Annual | \$518,800 | \$33,100 | \$551,900 |
| 1/1/2020 | 01- Annual | \$518,800 | \$43,500 | \$562,300 |
| 1/1/2019 | 01- Annual | \$518,800 | \$24,500 | \$543,300 |
| 1/1/2018 | 01- Annual | \$518,800 | \$47,400 | \$566,200 |
| 1/1/2017 | 01- Annual | \$518,800 | \$6,000 | \$524,800 |
| 1/1/2016 | 01- Annual | \$520,600 | \$24,600 | \$545,200 |
| 1/1/2015 | 01- Annual | \$491,200 | \$43,300 | \$534,500 |
| 1/1/2014 | 01- Annual | \$442,000 | \$45,200 | \$487,200 |

General Information

| | | | |
|---|--------------------------------|---|--|
| Owner AHC SERVICE CORP (LAND) AHC LP-3 (IMPR) | | Legal Description OUTLOT A & PARC E & F PT SEC 1 ARLINGTON VIEW 21921.55 SQ FT | |
| Mailing Address 2230 FAIRFAX DR ARLINGTON VA 22201 | | Trade Name ARLINGTON VIEW TERRACE APTS | |
| Year Built 1961 | Units 0 | EU# 3300107A | |
| Property Class Code 311-Apartment - Garden | Zoning RA8-18 | Lot Size 21921 | |
| Neighborhood# 880000 | Map Book/Page 074-11 | Polygon 33006017 | |
| Site Plan N/A | Rezoning N/A | Tax Exempt No | |

Assessment History

| Effective Date | Change Reason | Land Value | Improvement Value | Total Value |
|----------------|---------------|-------------|-------------------|-------------|
| 1/1/2024 | 01- Annual | \$1,157,700 | \$1,284,100 | \$2,441,800 |
| 1/1/2023 | 01- Annual | \$1,157,700 | \$1,248,100 | \$2,405,800 |
| 1/1/2022 | 01- Annual | \$1,942,900 | \$181,300 | \$2,124,200 |
| 1/1/2021 | 01- Annual | \$1,157,700 | \$71,600 | \$1,229,300 |
| 1/1/2020 | 01- Annual | \$1,157,700 | \$94,300 | \$1,252,000 |
| 1/1/2019 | 01- Annual | \$1,157,700 | \$53,200 | \$1,210,900 |
| 1/1/2018 | 01- Annual | \$1,157,700 | \$102,700 | \$1,260,400 |
| 1/1/2017 | 01- Annual | \$1,157,700 | \$13,000 | \$1,170,700 |
| 1/1/2016 | 01- Annual | \$1,161,800 | \$53,300 | \$1,215,100 |
| 1/1/2015 | 01- Annual | \$1,096,100 | \$93,900 | \$1,190,000 |
| 1/1/2014 | 01- Annual | \$986,400 | \$98,000 | \$1,084,400 |

Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F
RESNET Rater Certification of Development Plans

Project Name: Terraces at Arlington View West (Terraces West)

Project Address: 1401 & 1429 S Rolfe St, Arlington, VA 22204

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 lower
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 lower.
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 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.

National Green Building Standard (NGBS) - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification

Enterprise Green Communities - The developmen's design meets the criteria for meeting meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

*****Please Note Raters must have completed 500+ ratings in order to certify this form**

Signed: 

Date: 3/8/24

Printed Name: Stacey Smith

RESNET Rater

Resnet Provider Agency
Viridian


Signature

Provider Contact and Phone/Email Sean Shanley: (804)225-9843 / sean.shanley@viridian.org

2024 Pre-Review Comments
Terraces West



Project Address
1401 & 1429 S Rolfe St
Arlington, VA 22204

Project Summary

Terraces West is a 4 story, new construction multifamily development, comprised of 78 units and located in Arlington, VA. AHC Inc plans to construct the project using 9% LIHTC funding. As part of their funding application the project is seeking the following certification(s): ENERGY STAR Multifamily New Construction v1.1, EarthCraft v7 Certified. Lee Quill of Cunningham Quill Architects is the primary architect contact for the project.

Unit Level Summary

Unit-level models were generated using Ekotrope v4.2.1 based on the proposed scope and plans provided by the project team dated: **January 31, 2024**

Modeling Summary

Enclosure:

- R-10 slab edge insulation, 2 depth
- R-20 cavity + R-3 cont at wood studs. R-20 cavity + R7.5 cont at metal studs. Cellulose in cavity, mineral wool cont on exterior.
- R-13 3.5" Batt in party walls & adiabatic ceilings/floors
- R-35 cont rigid insulation at unvented flat roof. R-33 cellulose cavity, R-15 cont rigid at unvented sloped roof.
- 0.33 U-Value for opaque doors
- U-factor ≤0.30/0.27 SHGC windows

Mechanicals:

- 10.70 EER, 3.3 COP, VRF (Parcels A/B, C/D); 13.90 EER, 3.68 COP, VRF (Parcel E/F)
- Electric water heater .92UEF (1 Bed), .93UEF (2, 3, 4Bed)
- 5 ACH50 for infiltration threshold/blower door test
- 4% duct leakage to the outside, 6% total duct leakage
- Ducts within conditioned space and insulated to R-6
- Parcels A/B, C/D: Oxygen8 ERV, assumed 60% energy recovery rate, operational 24 hrs/day, runs intermittent. Parcel E/F: AAON DOAS, assumed worst case specs, operational 24 hrs/day, runs intermittent.

Lights & Appliances:

- ENERGY STAR certified appliances:
 - 615 kWh/yr refrigerator
 - 240 kWh/yr dishwasher
 - Energy Star Washer
- High Efficiency w/ Moisture Sensor Dryer
- Advanced lighting 100% LED

Ekotrope Models HERS Scores:

| Unit Type | Quantity | HERS | Energy Star Target | Difference +/- |
|--|-----------|-----------|--------------------|----------------|
| Terraces West - 1BD Unit (X02)- Level 1-3 (Parcel EF) | 3 | 67 | 77 | 10 |
| Terraces West - 2BD Unit (X03)- Level 1-3 (Parcel EF) | 3 | 67 | 77 | 10 |
| Terraces West - 1BD Unit (X04)- Level 1-3 (Parcel EF) | 3 | 69 | 77 | 8 |
| Terraces West - 2BD Unit (X05)- Level 1-3 (Parcel EF) | 3 | 66 | 77 | 11 |
| Terraces West - 2BD Unit (X06, X07)- Level 1-3 (Parcel EF) | 6 | 65 | 78 | 13 |
| Terraces West - 1BD Unit (X08)- Level 1-3 (Parcel EF) | 3 | 63 | 76 | 13 |
| Terraces West - 3BD Unit (X01)- Level 1-3 (Parcel EF) | 3 | 71 | 73 | 2 |
| Terraces West - 1BD Unit (G04)- Ground Floor (Parcel EF) | 1 | 66 | 74 | 8 |
| Terraces West - 2BD Unit (G01, G03)- Ground Floor (Parcel EF) | 2 | 66 | 73 | 7 |
| Terraces West - 2BD Unit (G05)- Ground Floor (Parcel EF) | 1 | 65 | 73 | 8 |
| Terraces West - 2BD Unit (G06)- Ground Floor (Parcel EF) | 1 | 65 | 74 | 9 |
| Terraces West - 3BD Unit (G07)- Ground Floor (Parcel EF) | 1 | 65 | 74 | 9 |
| Terraces West - Studio Unit (404, 406)- Attic (Parcel ABCD) | 2 | 56 | 65 | 9 |
| Terraces West - 2BD Unit (405, 403, 402, 401)- Attic (Parcel ABCD) | 4 | 56 | 64 | 8 |
| Terraces West - 2BD Unit (X02) - Level 1-3 (Parcel ABCD) | 3 | 54 | 70 | 16 |
| Terraces West - 2BD Unit (X01) - Level 1-3 (Parcel ABCD) | 3 | 56 | 68 | 12 |
| Terraces West - 2BD Unit (X03) - Level 1-3 (Parcel ABCD) | 3 | 55 | 68 | 13 |
| Terraces West - 3BD Unit (X06) - Level 1-3 (Parcel ABCD) | 3 | 51 | 69 | 18 |
| Terraces West - 2BD Unit (X05,X07, X08) - Level 1-3 (Parcel ABCD) | 9 | 53 | 70 | 17 |
| Terraces West - 3BD Unit (X10) - Level 2-3 (Parcel ABCD) | 2 | 55 | 67 | 12 |
| Terraces West - 3BD Unit (X09) - Level 1-3 (Parcel ABCD) | 3 | 51 | 67 | 16 |
| Terraces West - 2BD Unit (X11) - Level 2-3 (Parcel ABCD) | 2 | 54 | 70 | 16 |
| Terraces West - 2BD Unit (X12) - Level 1-3 (Parcel ABCD) | 3 | 53 | 67 | 14 |
| Terraces West - 2BD Unit (X04) - Level 1-3 (Parcel ABCD) | 3 | 52 | 69 | 17 |
| Terraces West - 4BD Unit (110)- Level 1 (Parcel ABCD) | 1 | 53 | 69 | 16 |
| Terraces West - 3BD (G09) - Ground Floor (Parcel ABCD) | 1 | 50 | 66 | 16 |
| Terraces West - 2BD Unit (G07, G08) - Ground Floor (Parcel ABCD) | 2 | 50 | 65 | 15 |
| Terraces West - 2BD Unit (G04) - Ground Floor (Parcel ABCD) | 1 | 52 | 67 | 15 |
| Terraces West - 3BD Unit (G02) - Ground Floor (Parcel ABCD) | 1 | 54 | 68 | 14 |
| Terraces West - 2BD Unit (G03) - Ground Floor (Parcel ABCD) | 1 | 55 | 66 | 11 |
| Terraces West - 1BD Unit (G05) - Ground Floor (Parcel ABCD) | 1 | 55 | 68 | 13 |
| Projected Project HERS - Weighted Average | 78 | 58 | | |

ENERGY STAR Multifamily New Construction v1.1 requires the project to have a maximum HERS index in compliance with the ENERGY STAR floating target HERS index and completion of all required ENERGY STAR checklists. EarthCraft v7 Certified requires the project to have a maximum HERS index of Energy Star.

If any information used to generate the energy models does not accurately reflect the project scope, please reach out to me.

Sincerely,

Lauren Thomson
Project Manager, Viridian

RESNET HOME ENERGY RATING

Standard Disclosure

For home(s) located at: 1401 S Rolfe St, Arlington, VA

Check the applicable disclosure(s):

1. The Rater or the Rater's employer is receiving a fee for providing the rating on this home.
2. In addition to the rating, the Rater or the Rater's employer has also provided the following consulting services for this home:

- A. Mechanical system design
- B. Moisture control or indoor air quality consulting
- C. Performance testing and/or commissioning other than required for the rating itself
- D. Training for sales or construction personnel
- E. Other(specify)

3. The Rater or the Rater's employer is:

- A. The seller of this home or their agent
- B. The mortgagor for some portion of the financed payments on this home
- C. An employee, contractor, or consultant of the electric and/or natural gas utility serving this home

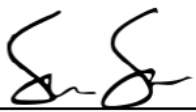
4. The Rater or Rater's employer is a supplier or installer of products, which may include:

| Products | Installed in this home by | OR is in the business of |
|---|--|--|
| HVAC systems | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Thermal insulation systems | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Air sealing of envelope or duct systems | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Energy efficient appliances | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Construction (builder, developer, construction contractor, etc) | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Other (specify): <input type="text"/> | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |

5. This home has been verified under the provisions of Chapter 6, Section 603 "Technical Requirements for Sampling" of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network (RESNET). Rater Certification #: 2279319

Name: Stacey Smith

Organization: Viridiant

Signature: 

Digitally signed: 3/8/24 at 5:33 PM

I attest that the above information is true and correct to the best of my knowledge. As a Rater or Rating Provider I abide by the rating quality control provisions of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network(RESNET). The national rating quality control provisions of the rating standard are contained in Chapter One 102.1.4.6 of the standard and are posted at

<https://standards.resnet.us>

The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

RESNET HOME ENERGY RATING

Standard Disclosure

For home(s) located at: 1429 S. Rolfe St, Arlington, VA

Check the applicable disclosure(s):

1. The Rater or the Rater's employer is receiving a fee for providing the rating on this home.
2. In addition to the rating, the Rater or the Rater's employer has also provided the following consulting services for this home:

- A. Mechanical system design
- B. Moisture control or indoor air quality consulting
- C. Performance testing and/or commissioning other than required for the rating itself
- D. Training for sales or construction personnel
- E. Other(specify)

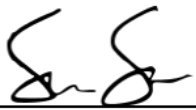
3. The Rater or the Rater's employer is:
- A. The seller of this home or their agent
 - B. The mortgagor for some portion of the financed payments on this home
 - C. An employee, contractor, or consultant of the electric and/or natural gas utility serving this home

4. The Rater or Rater's employer is a supplier or installer of products, which may include:

| Products | Installed in this home by | OR is in the business of |
|---|--|--|
| HVAC systems | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Thermal insulation systems | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Air sealing of envelope or duct systems | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Energy efficient appliances | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Construction (builder, developer, construction contractor, etc) | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |
| Other (specify): <input type="text"/> | <input type="checkbox"/> Rater <input type="checkbox"/> Employer | <input type="checkbox"/> Rater <input type="checkbox"/> Employer |

5. This home has been verified under the provisions of Chapter 6, Section 603 "Technical Requirements for Sampling" of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network (RESNET). Rater Certification #: 2279319

Name: Stacey Smith
 Organization: Viridiant

Signature: 
 Digitally signed: 3/6/24 at 5:58 PM

I attest that the above information is true and correct to the best of my knowledge. As a Rater or Rating Provider I abide by the rating quality control provisions of the Mortgage Industry National Home Energy Rating Standard as set forth by the Residential Energy Services Network(RESNET). The national rating quality control provisions of the rating standard are contained in Chapter One 102.1.4.6 of the standard and are posted at

<https://standards.resnet.us>

The Home Energy Rating Standard Disclosure for this home is available from the rating provider.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: 2rV9qjn2

HERS® Index Score:

66

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

Annual Savings

\$642

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

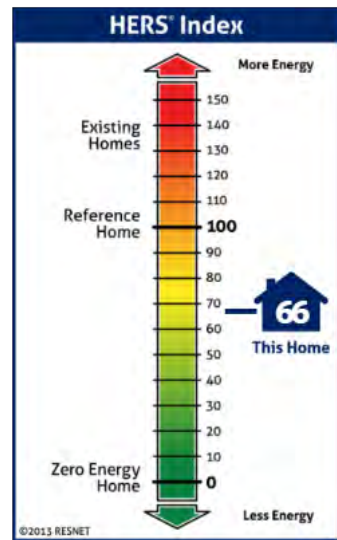
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 5.1 | \$180 |
| Cooling | 1.2 | \$43 |
| Hot Water | 4.6 | \$161 |
| Lights/Appliances | 12.8 | \$449 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 23.8 | \$923 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 786 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.70 ACH50) |
| Ventilation: | 22.9 CFM • 41.4 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: dma9OrVd

HERS® Index Score:

55

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

Annual Savings

\$723

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 1.5 | \$52 |
| Cooling | 1.2 | \$42 |
| Hot Water | 4.9 | \$172 |
| Lights/Appliances | 11.7 | \$411 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 19.4 | \$767 |

This home meets or exceeds the criteria of the following:

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

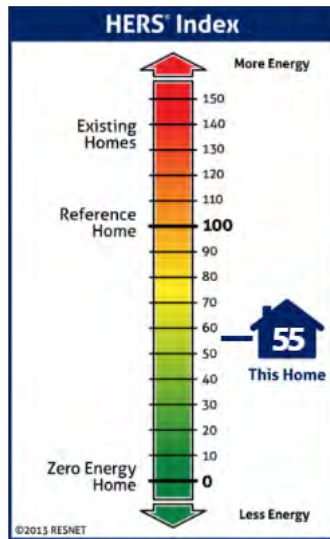
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 713 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.55 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: da8G3QaL

HERS® Index Score:

67

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

Annual Savings

\$570

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

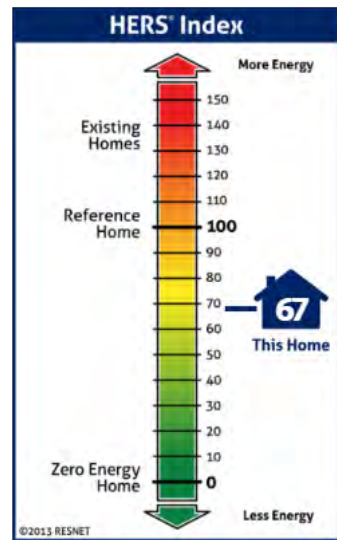
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 3.5 | \$121 |
| Cooling | 1.2 | \$44 |
| Hot Water | 4.7 | \$163 |
| Lights/Appliances | 12.2 | \$425 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 21.5 | \$844 |

This home meets or exceeds the criteria of the following:

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



Home Feature Summary:

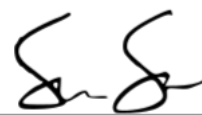
| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 668 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.89 ACH50) |
| Ventilation: | 22.9 CFM • 41.4 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Vaulted Roof, R-36 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: LK5Xn5Ov

HERS® Index Score:

69

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

Annual Savings

\$629

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

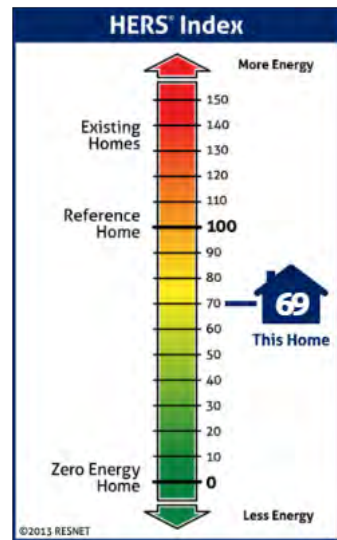
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 5.9 | \$205 |
| Cooling | 1.6 | \$56 |
| Hot Water | 4.6 | \$160 |
| Lights/Appliances | 13.0 | \$454 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 25.1 | \$966 |

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: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 831 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.29 ACH50) |
| Ventilation: | 23.3 CFM • 42.1 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Vaulted Roof, R-36 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: vQxGDYJd

HERS® Index Score:

63

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

Annual Savings

\$651

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

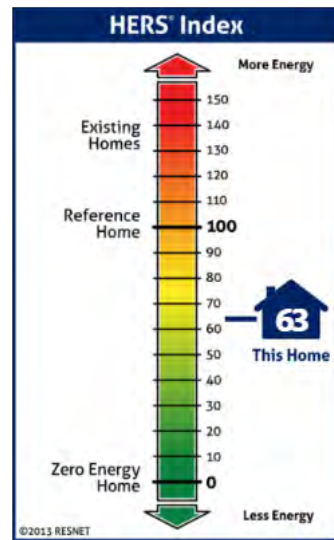
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 4.0 | \$139 |
| Cooling | 1.3 | \$44 |
| Hot Water | 4.6 | \$162 |
| Lights/Appliances | 12.5 | \$435 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 22.3 | \$871 |

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: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 721 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.88 ACH50) |
| Ventilation: | 22.9 CFM • 41.4 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Vaulted Roof, R-36 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: vyJpr3w2

HERS® Index Score:

56

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

Annual Savings

\$1,037

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

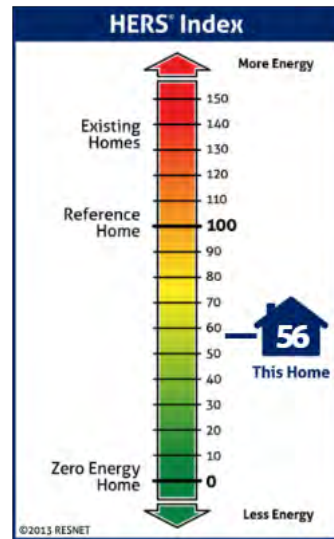
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 5.3 | \$184 |
| Cooling | 2.8 | \$99 |
| Hot Water | 6.1 | \$212 |
| Lights/Appliances | 13.9 | \$486 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 28.1 | \$1,072 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,035 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.73 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Vaulted Roof, R-48 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: LA58JZrL

HERS® Index Score:

66

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

Annual Savings

\$825

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

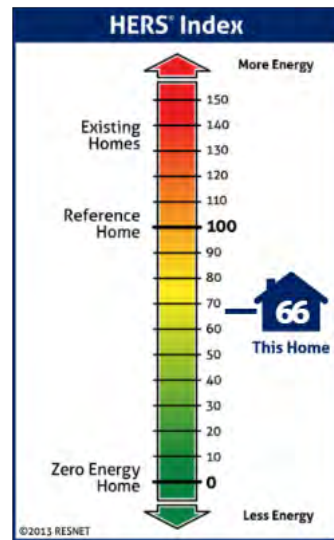
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 8.3 | \$286 |
| Cooling | 1.6 | \$57 |
| Hot Water | 6.0 | \$208 |
| Lights/Appliances | 15.5 | \$535 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 31.5 | \$1,177 |

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: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,038 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.66 ACH50) |
| Ventilation: | 32.9 CFM • 58.6 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: LbplDZav

HERS® Index Score:

65

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

Annual Savings

\$804

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

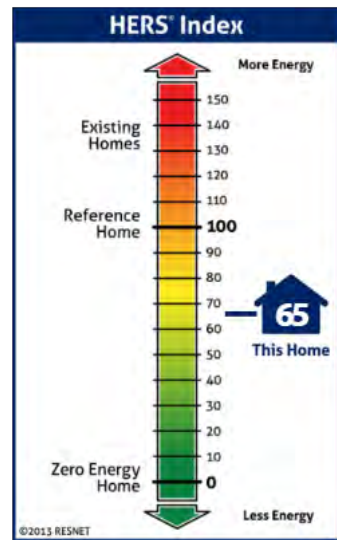
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 7.2 | \$249 |
| Cooling | 1.5 | \$53 |
| Hot Water | 6.0 | \$209 |
| Lights/Appliances | 15.3 | \$530 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 30.1 | \$1,132 |

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: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 994 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.63 ACH50) |
| Ventilation: | 32.4 CFM • 58.6 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: vg09DoW2

HERS® Index Score:

65

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

Annual Savings

\$775

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

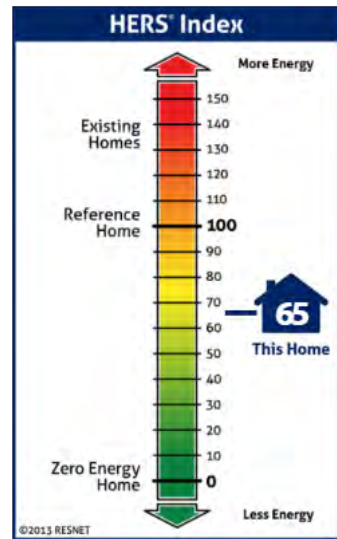
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 5.7 | \$199 |
| Cooling | 1.4 | \$48 |
| Hot Water | 6.0 | \$210 |
| Lights/Appliances | 15.2 | \$530 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 28.4 | \$1,078 |

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: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 986 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.61 ACH50) |
| Ventilation: | 32.4 CFM • 58.6 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: vg09r442

HERS® Index Score:

56

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

Annual Savings

\$897

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

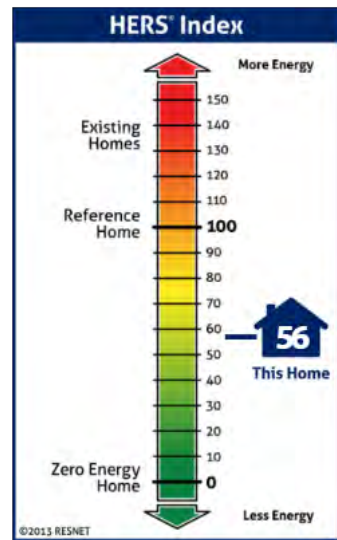
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 2.2 | \$77 |
| Cooling | 2.0 | \$72 |
| Hot Water | 6.1 | \$213 |
| Lights/Appliances | 13.9 | \$485 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 24.2 | \$939 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 976 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.04 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: vng9rA02

HERS® Index Score:

54

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

Annual Savings

\$882

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 1.0 | \$34 |
| Cooling | 1.6 | \$58 |
| Hot Water | 6.1 | \$213 |
| Lights/Appliances | 14.0 | \$490 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 22.7 | \$885 |

This home meets or exceeds the criteria of the following:

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

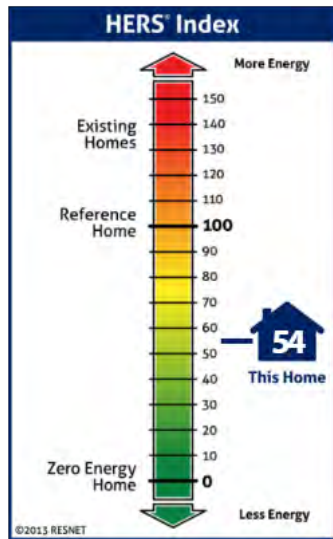
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 999 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.55 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: d4r6A3x2

HERS® Index Score:

55

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

Annual Savings

\$901

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 2.0 | \$69 |
| Cooling | 1.9 | \$68 |
| Hot Water | 6.1 | \$214 |
| Lights/Appliances | 13.8 | \$482 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 23.8 | \$924 |

This home meets or exceeds the criteria of the following:

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

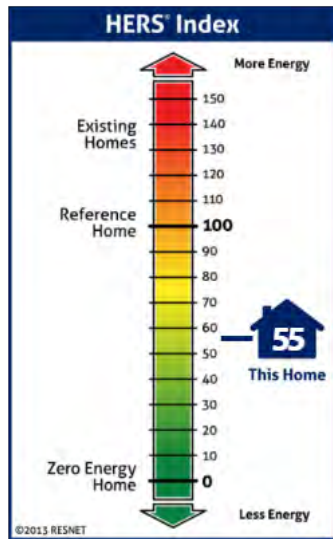
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 956 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.06 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: LO3j1N8L

HERS® Index Score:

67

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

Annual Savings

\$716

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

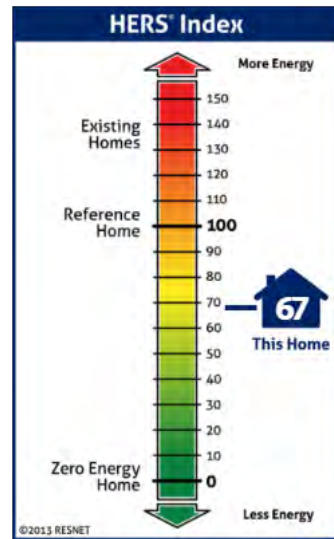
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 5.2 | \$179 |
| Cooling | 1.6 | \$57 |
| Hot Water | 6.1 | \$211 |
| Lights/Appliances | 15.0 | \$524 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 27.9 | \$1,062 |

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: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 957 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.05 ACH50) |
| Ventilation: | 33 CFM • 59.7 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Vaulted Roof, R-36 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: 2lm9rezL

HERS® Index Score:

52

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

Annual Savings

\$923

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 1.3 | \$46 |
| Cooling | 1.7 | \$58 |
| Hot Water | 6.1 | \$214 |
| Lights/Appliances | 13.8 | \$484 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 22.9 | \$892 |

This home meets or exceeds the criteria of the following:

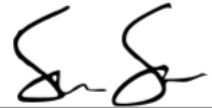
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0

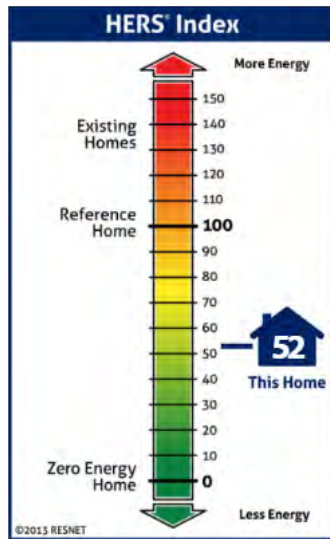
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 960 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.58 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: vPaJyrz2

HERS® Index Score:

53

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

Annual Savings

\$894

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 0.7 | \$23 |
| Cooling | 1.5 | \$53 |
| Hot Water | 6.1 | \$213 |
| Lights/Appliances | 14.0 | \$488 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 22.2 | \$868 |

This home meets or exceeds the criteria of the following:

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

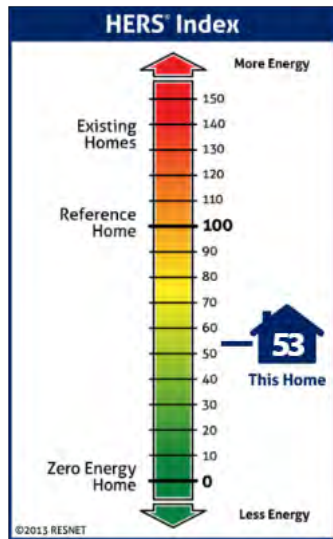
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 987 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.57 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: dE1560pd

HERS® Index Score:

66

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

Annual Savings

\$807

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

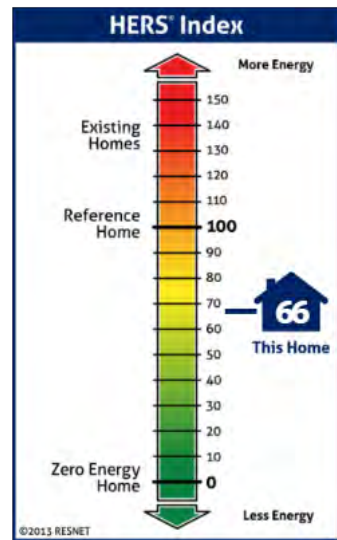
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 6.6 | \$226 |
| Cooling | 1.8 | \$62 |
| Hot Water | 6.0 | \$209 |
| Lights/Appliances | 15.5 | \$540 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 29.9 | \$1,127 |

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: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,055 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.13 ACH50) |
| Ventilation: | 33 CFM • 59.7 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Vaulted Roof, R-36 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: LXE7D8ad

HERS® Index Score:

65

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

Annual Savings

\$771

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

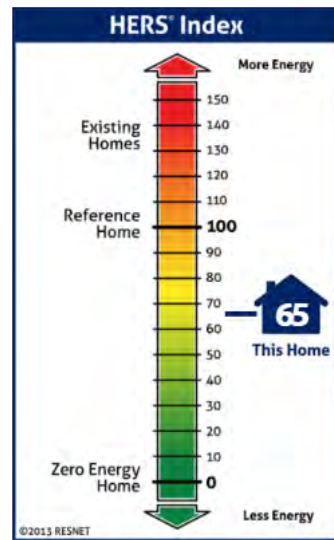
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 4.9 | \$171 |
| Cooling | 1.6 | \$57 |
| Hot Water | 6.0 | \$210 |
| Lights/Appliances | 15.5 | \$542 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 28.1 | \$1,070 |

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: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,054 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.04 ACH50) |
| Ventilation: | 33 CFM • 59.7 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Vaulted Roof, R-36 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: LO3j1jGL

HERS® Index Score:

54

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

Annual Savings

\$857

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 1.0 | \$35 |
| Cooling | 1.6 | \$56 |
| Hot Water | 6.1 | \$214 |
| Lights/Appliances | 13.7 | \$477 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 22.4 | \$873 |

This home meets or exceeds the criteria of the following:

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

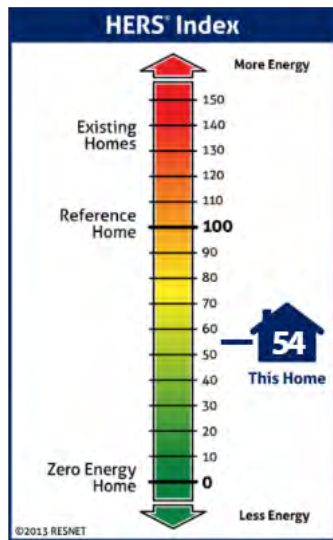
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 922 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.64 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: dxm7rlbv

HERS® Index Score:

53

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

Annual Savings

\$963

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

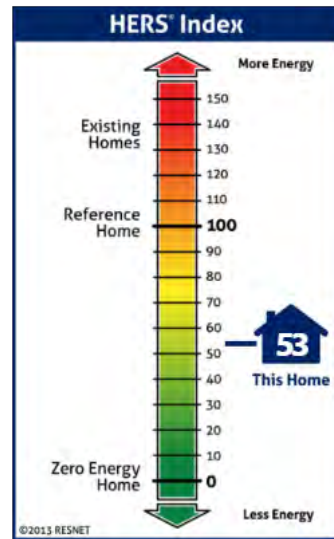
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 2.4 | \$83 |
| Cooling | 1.9 | \$68 |
| Hot Water | 6.1 | \$214 |
| Lights/Appliances | 13.8 | \$481 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 24.2 | \$936 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 949 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.04 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: 2JoN0eGL

HERS® Index Score:

50

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

Annual Savings

\$1,233

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 4.0 | \$138 |
| Cooling | 2.2 | \$77 |
| Hot Water | 7.5 | \$260 |
| Lights/Appliances | 16.0 | \$559 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 29.6 | \$1,124 |

This home meets or exceeds the criteria of the following:

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

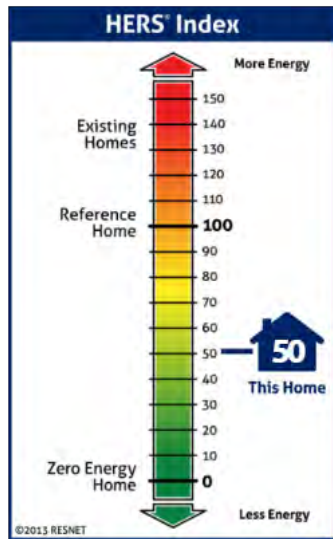
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,192 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.87 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: L7a6R91v

HERS® Index Score:

54

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

Annual Savings

\$1,137

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 3.6 | \$125 |
| Cooling | 2.3 | \$79 |
| Hot Water | 7.4 | \$259 |
| Lights/Appliances | 16.3 | \$568 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 29.6 | \$1,122 |

This home meets or exceeds the criteria of the following:

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

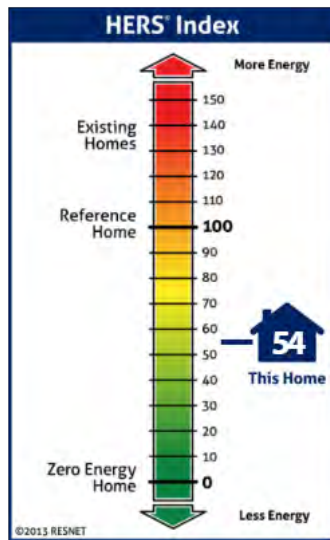
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,241 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.64 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: vjj9rq0v

HERS® Index Score:

65

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

Annual Savings

\$902

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

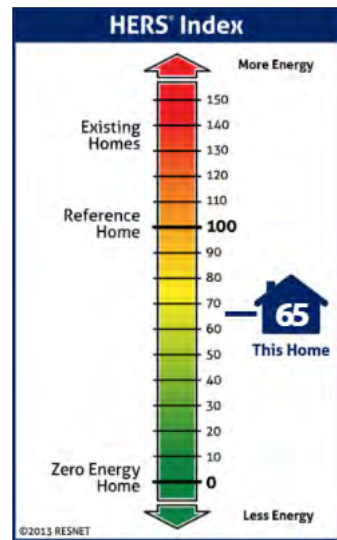
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 7.3 | \$249 |
| Cooling | 1.7 | \$58 |
| Hot Water | 7.4 | \$256 |
| Lights/Appliances | 17.5 | \$604 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 33.9 | \$1,259 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,163 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.70 ACH50) |
| Ventilation: | 41.6 CFM • 75.2 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: dma9WJ6d

HERS® Index Score:

71

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

Annual Savings

\$881

*Relative to an average U.S. home

Home:
1429 S. Rolfe St
Arlington, VA 22204

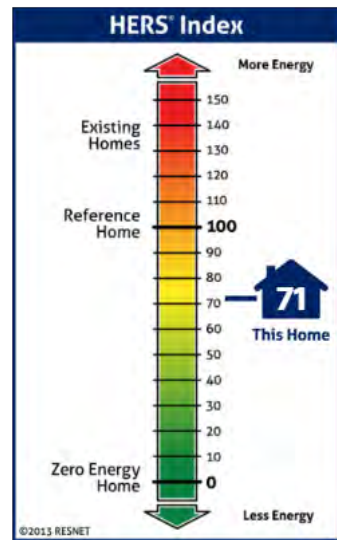
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 10.4 | \$350 |
| Cooling | 2.5 | \$87 |
| Hot Water | 7.4 | \$253 |
| Lights/Appliances | 17.9 | \$617 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 38.2 | \$1,397 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,264 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.68 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 13.9 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.35 ACH50) |
| Ventilation: | 42.6 CFM • 77 Watts • Supply Only |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Vaulted Roof, R-36 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: LMkZ4rev

HERS® Index Score:

51

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

Annual Savings

\$1,147

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 1.7 | \$59 |
| Cooling | 2.1 | \$74 |
| Hot Water | 7.4 | \$258 |
| Lights/Appliances | 16.7 | \$584 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 27.9 | \$1,067 |

This home meets or exceeds the criteria of the following:

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

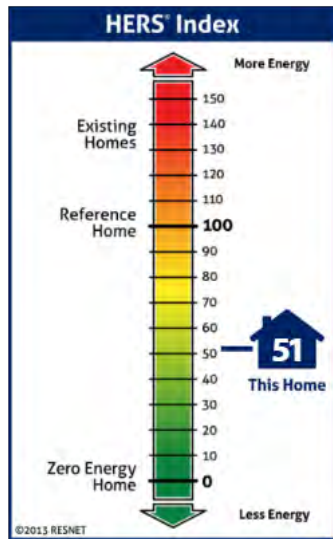
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,334 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.67 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: dq39rXn2

HERS® Index Score:

51

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

Annual Savings

\$1,128

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 2.0 | \$69 |
| Cooling | 2.1 | \$74 |
| Hot Water | 7.5 | \$260 |
| Lights/Appliances | 16.0 | \$561 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 27.6 | \$1,055 |

This home meets or exceeds the criteria of the following:

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

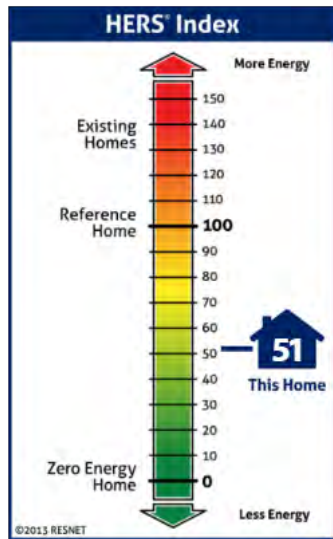
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,193 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.82 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-13 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: dWPqpKbv

HERS® Index Score:

55

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

Annual Savings

\$1,118

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

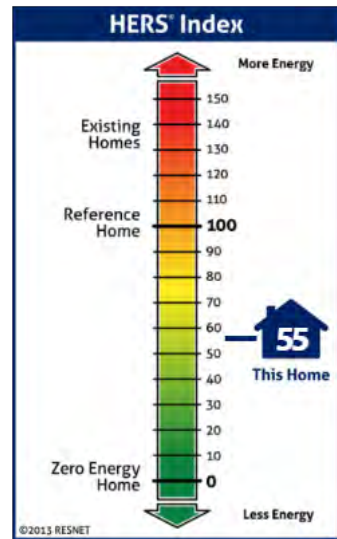
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 3.0 | \$106 |
| Cooling | 2.6 | \$91 |
| Hot Water | 7.4 | \$259 |
| Lights/Appliances | 16.4 | \$573 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 29.5 | \$1,119 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,274 ft ² |
| Number of Bedrooms: | 3 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.01 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: LZgNyy8d

HERS® Index Score:

53

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

Annual Savings

\$1,263

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

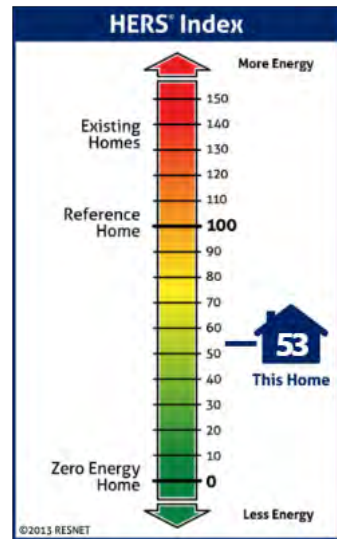
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 2.0 | \$70 |
| Cooling | 2.6 | \$91 |
| Hot Water | 8.7 | \$304 |
| Lights/Appliances | 18.8 | \$658 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 32.2 | \$1,213 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,550 ft ² |
| Number of Bedrooms: | 4 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.66 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| 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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-27

Registry ID:

Ekotrope ID: 28a6lOwL

HERS® Index Score:

52

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

Annual Savings

\$1,023

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 3.1 | \$107 |
| Cooling | 1.8 | \$63 |
| Hot Water | 6.1 | \$213 |
| Lights/Appliances | 14.0 | \$491 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 25.0 | \$964 |

This home meets or exceeds the criteria of the following:

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

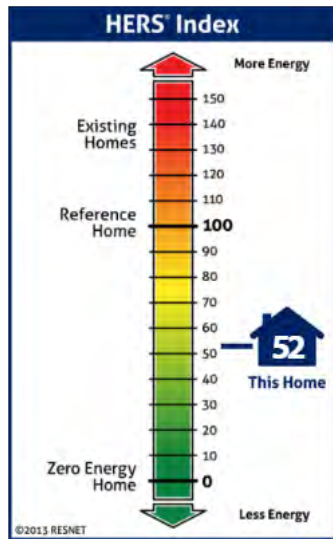
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, inside unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 1,005 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 0.59 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-27

Registry ID:

Ekotrope ID: dE15geXd

HERS® Index Score:

50

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

Annual Savings

\$1,124

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

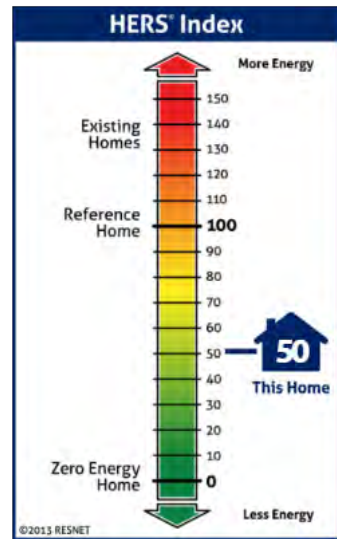
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 4.2 | \$145 |
| Cooling | 2.0 | \$69 |
| Hot Water | 6.1 | \$213 |
| Lights/Appliances | 14.0 | \$487 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 26.2 | \$1,005 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 999 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.42 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

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: 3/8/24 at 5:37 PM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: dq39PJ82

HERS® Index Score:

55

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

Annual Savings

\$976

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|----------------|
| Heating | 4.2 | \$146 |
| Cooling | 2.0 | \$71 |
| Hot Water | 6.1 | \$213 |
| Lights/Appliances | 13.9 | \$485 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 26.2 | \$1,006 |

This home meets or exceeds the criteria of the following:

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

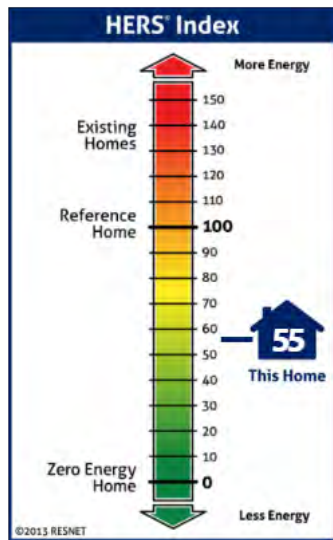
Rating Completed by:

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: 3/8/24 at 5:37 PM



Home Feature Summary:

| | |
|--------------------------|--|
| Home Type: | Apartment, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 977 ft ² |
| Number of Bedrooms: | 2 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 UEF |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 1.12 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Adiabatic, R-13 |
| Window Type: | U-Value: 0.32, SHGC: 0.27 |
| Foundation Walls: | N/A |
| Framed Floor: | R-19 |

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2024-02-26

Registry ID:

Ekotrope ID: vwYqr6NL

HERS® Index Score:

56

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

Annual Savings

\$766

*Relative to an average U.S. home

Home:
1401 S Rolfe St
Arlington, VA 22204

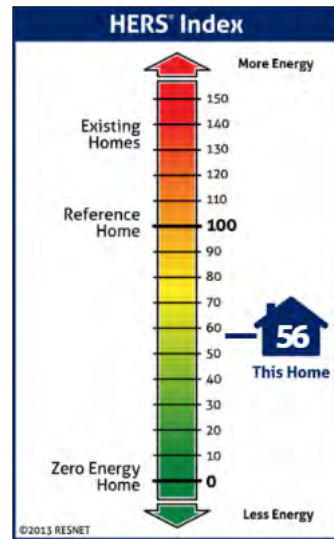
Builder:
AHC Inc.

Your Home's Estimated Energy Use:

| | Use [MBtu] | Annual Cost |
|-------------------------|-------------|--------------|
| Heating | 2.9 | \$102 |
| Cooling | 1.7 | \$61 |
| Hot Water | 5.0 | \$176 |
| Lights/Appliances | 11.6 | \$404 |
| Service Charges | | \$91 |
| Generation (e.g. Solar) | 0.0 | \$0 |
| Total: | 21.3 | \$834 |

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, end unit |
| Model: | N/A |
| Community: | N/A |
| Conditioned Floor Area: | 668 ft ² |
| Number of Bedrooms: | 1 |
| Primary Heating System: | Air Source Heat Pump • Electric • 3.3 COP |
| Primary Cooling System: | Air Source Heat Pump • Electric • 10.7 EER |
| Primary Water Heating: | Residential Water Heater • Electric • 0.93 Energy Factor |
| House Tightness: | 5 ACH50 (Adjusted Infiltration: 2.74 ACH50) |
| Ventilation: | 42.4 CFM • 42.4 Watts (Default) • ERV |
| Duct Leakage to Outside: | 4 CFM25 / 100 ft ² |
| Above Grade Walls: | R-23 |
| Ceiling: | Vaulted Roof, R-48 |
| 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: 3/8/24 at 5:37 PM



Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

DATE: February 28, 2024

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, Virginia 23220
Attention: JD Bondurant

RE: ZONING CERTIFICATION

Name of Development: Arlington View Terrace-West

Name of Owner/Applicant: AHC Terraces West LLC

Name of Seller/Current Owner: AHC Service Corporation and AHC Limited Partnership-3

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 the Virginia Housing solely for the purpose of determining whether the Development qualifies for points available under Virginia Housing Qualified Allocation Plan.

DEVELOPMENT DESCRIPTION:

Development Address:

1327, 1401, 1407, 1413, and 1429 S. Rolfe Street (RPC #33-006-013, -014, -015, -016, and -017) Arlington
Arlington, Virginia 22204

Legal Description:

See attached legal description

| | | | | | | |
|---|-------------------|---------|-------------------|-------------|-------------------|----------------------------------|
| <input checked="" type="checkbox"/> New Construction: | <u>78</u> | # Units | <u>2</u> | # Buildings | <u>141,287</u> | Approx. Total Floor Area Sq. Ft. |
| <input type="checkbox"/> Adaptive Reuse: | <u> </u> | # Units | <u> </u> | # Buildings | <u> </u> | Approx. Total Floor Area Sq. Ft. |
| <input type="checkbox"/> Rehabilitation: | <u> </u> | # Units | <u> </u> | # Buildings | <u> </u> | Approx. Total Floor Area Sq. Ft. |

Zoning Certification, cont'd

Current Zoning: RA8-18 allowing a density of 36.3 units per acre, and the following other applicable conditions: Property is located in the Columbia Pike Neighborhoods Special Revitalization District, as designated on the General Land Use Plan; therefore, eligible to redevelop in accordance with the Columbia Pike Neighborhoods Form Based Code District (CPN-FBC) per ACZO§ 11.2, where permitted density is controlled by permitted height, setbacks, building form, etc.

Other Descriptive Information:

The approved project is in conformance with the CPN-FBC and has completed the Administrative 4.1.2 process. The project is also known as "Terraces at Arlington View West".

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.



Signature

Arlova J. Vonhm
Printed Name

Zoning Administrator
Title of Local Official or Civil Engineer

703-228-3883
Phone:

February 28, 2024
Date:

NOTES TO LOCALITY:

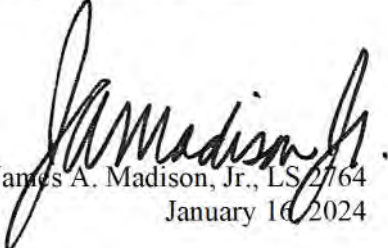
1. Return this certification to the developer for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

Description of Parcels A, B, C, and D, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at a point in the west right-of-way line of South Rolfe Street, said point being the southeast corner of Lot 6, Mrs. Minnie Green Subdivision, as recorded in Deed Book 785 at Page 559; thence with the west right-of-way line of South Rolfe Street, S 12°39'03" E, 332.49 feet to a point at the intersection of the west right-of-way line of South Rolfe Street with the north right-of-way line of 14th Road South; thence with the north right-of-way line of 14th Road South, S 77°20'57" W, 110.00 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 341.60 feet to a point, said point being the southwest corner of the aforementioned Lot 6, Mrs. Minnie Green Subdivision; thence with the south line of Lot 6, N 82°04'57" E, 110.38 feet to the point of beginning and containing an area of 37,075 square feet or 0.8511 acres, more or less.

Description of Parcels E and F, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 and Outlot A, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the west right-of-way line of South Rolfe Street with the south right-of-way line of 14th Road South; thence with the west right-of-way line of South Rolfe Street S 12°39'03" E, 203.79 feet to a point in the north line of Outlot D, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323; thence with the north line of Outlot D, S 82°02'17" W, 110.37 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 194.77 feet to a point, said point being the southwest terminus of 14th Road South; thence with the south right-of-way line of 14th Road South, N 77°20'57" E, 110.00 feet to the point of beginning and containing an area of 21,922 square feet or 0.5033 acres, more or less.


James A. Madison, Jr., LS 27164
January 16, 2024

Tab H:

Attorney's Opinion (MANDATORY)



| | |
|---|--|
| 101 Arch Street Suite 1101 Boston, MA 02110 T 617.224.0600 F 617.224.0601 | 1325 G Street, NW Suite 770 Washington, DC 20005 T 202.842.9006 F 202.842.3936 |
|---|--|

March 13, 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: Terraces at Arlington View West
Name of Owner: AHC Terraces West 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 13, 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. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), 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 exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by 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.

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.

Klein Hornig, LLP

By: 

Erik T. Hoffman
Partner

Klein Hornig LLP

COUNSELORS AT LAW

| | |
|---|--|
| 101 Arch Street Suite 1101 Boston, MA 02110 T 617.224.0600 F 617.224.0601 | 1325 G Street, NW Suite 770 Washington, DC 20005 T 202.842.9006 F 202.842.3936 |
|---|--|

H. ~~Attorney's~~ **Opinion**

Attorney's Opinion Letter

General Instructions

- ~~1. This Opinion **must** be included with application.~~
- ~~2. This Opinion **must** be submitted under law firm's letterhead.~~
- ~~3. The executed Opinion submitted as part of the application **must** be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate). March 13, 2024~~
- ~~4. If circumstances unique to a particular application require modification of this form, any such modification **must** be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this executed Opinion as part of the application.~~
- ~~5. **Be aware that there is a 9% version and a Tax Exempt version.** Failure to utilize the correct form or to abide by the instructions above form may result in a point penalty or rejection of the application.~~

~~If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.~~

Attorney's Opinion Letter

Date _____ (Must be on or after the application date below)

To

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (competitive 70% present value credits)
Name of Development: Terraces at Arlington View West
Name of Owner : AHC Terraces West 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 13, 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.[Select One]~~

~~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.~~

~~OR~~

2. Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), 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.[Select One]~~

~~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.~~

~~OR~~

4. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by 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. ~~[Delete if inapplicable]~~ 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. ~~[Delete if inapplicable]~~ The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

~~8. [Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~9. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

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.

~~Firm Name~~

Klein Hornig, LLP

Its

By:

A handwritten signature in black ink, appearing to read "Erik T. Hoffman", is enclosed within a blue rectangular box. A horizontal blue line extends from the right side of the box.

Title

Erik T. Hoffman
Partner

Document comparison by Workshare Compare on Wednesday, March 13, 2024
10:35:23 AM

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| Description | Tab H-1 9pct Attorneys Opinion (1) |
| Document 2 ID | file://C:\Users\dfojas\OneDrive - Klein Hornig LLP\Documents\PDF Workspace\AVT West\03.13.24\AVTW VHDA LIHTC Application for Reservation 9% (2024), Attorneys Opinion(1131231.4).docx |
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| Split/Merged cell | |
| Padding cell | |

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| Deletions | 36 |
| Moved from | 0 |
| Moved to | 0 |

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| Style changes | 0 |
| Format changes | 0 |
| Total changes | 52 |

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)

Appendices continued

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 Terraces at Arlington View West
- b. Name of owner/applicant AHC Terraces West LLC
- c. Name of nonprofit entity AHC Inc. (dba Affordable Homes & Communities (AHC))
- d. Address of principal place of business of nonprofit entity
2230 N Fairfax Drive, Suite 100
Arlington, VA 22201

Indicate funding sources and amount used to pay for office space

Development fees, public and private grant funding, individual and corporate donations

- 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) 12/19/1975
 Evidenced by the following documentation Articles of incorporation available to Virginia Housing upon request.
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) 9/17/76
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) To expand and improve housing for low- and moderate-income households by preserving and renovating existing buildings as well as constructing new units. To improve resident outcomes through the provision of holistic resident services.
- i. Expected life (in years) of nonprofit Perpetuity

Appendices continued

- j. Explain the anticipated future activities of the nonprofit over the next five years:
 To expand and improve housing for low- and moderate-income households by preserving and renovating existing buildings as well as constructing new units. To improve resident outcomes through holistic services.
- 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.)? 63
 How many part time, paid staff members? 5
 Describe the duties of all staff members:
 CEO & COO: manage operations; Departments: Real Estate Development; Construction Management; Resident Services; Community Relations; Asset Management; Human Resources; Finance; Administrative Services; Information Technology.
- 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?
 220 volunteers. 16-member Board of Directors meets bi-monthly to set policy; other volunteers support resident services.
- 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.
 Development fees, public and private grant funding, individual and corporate donations, asset management fees, resident services fees, and property operational income.
- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses See attached list of Board of Directors.

Appendices continued

2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: Affordable Homes & Communities, formerly Arlington Housing Corporation, is a community based nonprofit housing developer. AHC was founded in 1975 to address the critical need for affordable housing in Arlington County. AHC has evolved from a small home repair organization into a sophisticated corporation that develops complex multifamily developments.
- 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

Appendices continued

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.) AHC has nearly 50 years' experience developing low- and moderate-income homes in Arlington. It has expanded throughout northern Virginia and Maryland. The Real Estate Development department has developed more than 8,400 homes. See attached Previous Participation Certification and Schedule A for low-income housing tax credit experience.

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.

N/A

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?

Section 4 of the Operating Agreement (see Tab A).

The nonprofit is the sole owner of the managing member of the ownership entity.

(ii) Will the nonprofit be the managing member or own more than 50% of the general partnership interest? YES NO

Appendices continued

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?
Please see the Right of First Refusal/Option in Tab V.

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:

AHC developed the project concept, engaged the design team, led the design process, and is coordinating the financing. AHC will also provide construction management services.

(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):

AHC's Asset Management and Senior Leadership teams will monitor the performance of the property during this period. The Asset Management team will work closely with property management to ensure compliance and high-quality management. The Resident Services team will provide services with onsite staff.

(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 :

AHC will invest thousands of hours into this community. There will be a dedicated onsite resident services staff member on site daily. Additionally, the Asset Management team and Senior Leadership will invest hundreds of hours annually overseeing community operations.

Appendices continued

- 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?

AHC continuously seeks opportunities to preserve and grow affordable housing within the region. The supply of affordable housing units in Arlington County has not grown to meet demand. AHC Inc. acquired the Terraces at Arlington View property in 1982. The property was constructed in the 1960's and its zoning allows for additional density, which led AHC to determine that a redevelopment of its aging buildings is critical to preserving and adding additional units to the community.

- 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:

Terraces West Housing Corporation, Managing Member, of which AHC Inc. has 100% ownership interest.

- 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.

N/A

- 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?

N/A

Appendices continued

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:

Appendices continued

- 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/A

- 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.

AHC is partnering with Neighborhood Health, a local nonprofit, Federally Qualified Health Center, to provide telehealth services to all residents of the new community. Neighborhood Health will cover the cost of one telehealth visit per household per year, as outlined in the Letter of Support found in Tab S.

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:

AHC's primary areas of focus are Maryland, DC, and northern Virginia, including Arlington, Alexandria, and Fairfax. AHC serves low- and moderate-income households.

- 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:

AHC has been involved in affordable housing development in Arlington since 1975. This will be AHC's tenth new construction development in Arlington. AHC has developed or redeveloped nearly 3,500 homes in Arlington County.

Appendices continued

- 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
 In northern Virginia, AHC convenes a Resident Ambassador Committee which provides feedback on design with the goal of enhancing the resident experience.
-
-
-
- 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:
 AHC has strong financial and community support throughout the region. We raise nearly \$2 million annually to support our robust resident services programs. Sources include individual and corporate donors, private foundations, and local and state governments. Public financial support is also typically a crucial part of each affordable housing community we develop. We rely on the support of many local partners and residents to help us advocate for those public dollars.
-
- 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:
 AHC has held meetings with existing residents and the adjacent civic association. At resident events, we shared site plans, discussed program recommendations, and provided high level timeline overviews. AHC provided the civic association with summary presentations and solicited input. Dates: 10/18/22; 1/9/23; 3/8/23; 4/27/23.
-
- 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

Appendices continued

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:

AHC's board meets bi-monthly. We hold an annual meeting each fall which had over 100 attendees last year, including many residents. Two AHC Board members are residents from our communities.

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).

(1) The Westerly 9% and the Westerly 4%: Washington, DC; AHC is the 51% co-GP with Hoffman Associates on both projects. Both projects completed construction in Q1 2024 and are currently being leased-up. (2) Key's Point 1A, 1B, and 2A: Baltimore, MD; AHC is 51% co-GP with The Michaels Organization in 1A, 19.5% in 1B, and 49% in 2A. 1A and 1B are fully stabilized. 2A will close in 2024.

Appendices continued

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).

Please see Schedule A of previous developments in the application (Tab D). Additional information available upon request.

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:

The entire Terraces at Arlington View property received 4% LIHTC from VHDA to complete a renovation in 2001. In 2020, Terraces at Arlington View East won 9% LIHTC from VHDA to support its redevelopment.

Terraces East opened in April 2023.

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 3/6/2024

Owner/Applicant AHC Terraces West LLC

By Jennifer Endo DocuSigned by: AHC Terraces West Housing Corporation, Managing Member
Jennifer Endo
AAD63AD146CB4FB...

Its Secretary
Title

Date 3/6/2024

AHC Inc. (dba Affordable Homes & Communities (AHC))
Nonprofit

By DocuSigned by: Terron Sims, II
DF64DBFB3C6746C... Terron Sims, II
Board Chairman

By DocuSigned by: Paul Bernard
D62ECB0A393F4B0... Paul Bernard
Executive Director

AHC Inc. Board of Directors 2023-24

Officers of the Board: Chair, Terron Sims; Vice Chair, Hilary Chapman; President, Paul Bernard; Treasurer, C.C. Jenkins; Secretary, Jessica Majano-Arriaza; Member-At-Large: Tom Klanderma; Assistant Secretary, Jennifer Endo.

Executive Committee: Terron Sims (Chair); Hilary Chapman (Vice Chair); Paul Bernard (President); Jessica Majano-Arriaza; (Secretary), C.C. Jenkins (Treasurer); Tom Klanderma (At-Large); Jennifer Endo

| <u>Member</u> (* = CHDO) | <u>Address, Phone & Email</u> | <u>Term Status</u> |
|------------------------------------|--|--|
| Paul Bernard | 8525 Moon Glass Court Columbia, MD 21045 W: 703-486-0626 x 1120 C: 240-380-0004 paul.bernard@ahcinc.org | N/A |
| Ginger Brown | 5151 14th St., North Arlington, VA 22205 C: 703-772-8441 ginger.brown@langstonblvdalliance.com | 2 nd Term Begins: 2022 2 nd Term Ends: 2025 |
| C.C. Jenkins* (Carleton) | 1727 S. Nelson Street Arlington, VA 22204 H: 703-979-8899 C: 703-859-5064 ccj6065@gmail.com | 3 rd Term Begins: 2022 3 rd Term Ends: 2025 |
| Tom Klanderma | 1419 Mayflower Dr Mc Lean VA 22101 C: 202-669-7655 TCKlanderma@venable.com thomas.klanderma@gmail.com | 1 st Term Begins: 2021 1 st Term Ends: 2024 |
| Andargachew Legesse Wolde* | 2484 S. Lowell St. Arlington, VA 22206 C: 571-214-1458 hn4c6s@verizon.net | 3 rd Term Begins: 2023 3 rd Term Ends: 2024 |
| Mildred Mack* | 1316 Fenwick Lane #1318 Silver Spring, MD 20910 C: 301-526-7272 H: 301-244-5578 britan65@hotmail.com | 3 rd Term Begins: 2023 3 rd Term Ends: 2024 |
| Jessica Majano-Arriaza | 2726 Ordway St., NW, Apt. 3 Washington, DC 20008 C: 703-546-6281 jmajanoar@gmail.com | 1 st Term Begins: 2021 1 st Term Ends: 2024 |
| Tedi Osias | 8101 Connecticut Avenue, S-308 Chevy Chase, MD 20815 C: 301-461-2998 tsosias@gmail.com | 3 rd Term Begins: 2023 3 rd Term Ends: 2025 |
| Terron Sims, II* | 1308 N Evergreen St. Arlington, VA 22205 C: 703-717-2973 terronsims@gmail.com | 2 nd Term Begins: 2022 2 nd Term Ends: 2025 |

| | | |
|--------------------------|---|--|
| Gunnar Branson | 217 South Lee Street Alexandria, VA 22314 312-961-2368 gunnarbranson@gmail.com | 1 st Term Begins: 2023 1 st Term Ends: 2026 |
| Patrick Jordan | 7010 Longwood Dr. Bethesda, Md 20817. C: 202-550-3038 Patrick.jordan@heron.consulting | 1 st Term Begins: 2023 1 st Term Ends: 2026 |
| Hilary Chapman | 5401 Hawthorne PI NW Washington, DC 20016 C: 202-641-6050 hchapman@mwkog.org | 1 st Term Begins: 2023 1 st Term Ends: 2026 |
| Manuel Ochoa | 5329 Willard Avenue, Chevy Chase, MD, 20815 C: 202-413-6910 mochoa@ochoaurbancollaborative.com | 1 st Term Begins: 2023 1 st Term Ends: 2026 |
| Robert E. Thomas* | 1201 Argyle Ave Baltimore, MD 21217 C: 410-598-9347 robertethomas11@verizon.net | 1 st Term Begins: 2023 1 st Term Ends: 2026 |
| John Shuchart | 4960 Fairmont Avenue #1502 Bethesda, MD 20814 C: 913-400-1906 john@theshuchartfoundation.org | 1 st Term Begins: 2023 1 st Term Ends: 2026 |
| Michelle Krockner | C: 703-919-0049 michellekrockner@gmail.com | 1 st Term Begins: 2023 1 st Term Ends: 2026 |

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Relocation Plan:
Terraces at Arlington View
West

Affordable Homes & Communities (AHC)

2/28/24

Table of Contents

OVERVIEW AND RESIDENT PROFILE 5

 Property Profile 5

 Resident Profile 6

 Affordable Apartments 7

OCCUPANCY STANDARDS FOR ALL RESIDENTS 8

RELOCATION OF RESIDENTS 8

 Overview 8

 Moving Assistance For Residents..... 9

 Payment Schedule for Residents 10

 Summary of Relocation Commitments..... 11

RETURNING TO ARLINGTON VIEW TERRACE 12

COMMUNICATION WITH RESIDENTS 13

 Meetings..... 13

 Drop-in and One-On-One Appointments..... 14

 Additional Information 14

Estimated Schedule for Resident Relocation 16

Anticipated Unit Delivery Schedule 17

Terraces at Arlington View West Contact Sheet and Hours of Operation

| | |
|------------------------|---|
| Relocation Consultant: | Housing Opportunities Unlimited Jeray Wilson Project Director Cell: 202-907-7747 jwilson@housingopportunities.com Sintia Ortiz Assistant Project Manager/Relocation Coordinator Office/Cell 571-245-7910 syanes@housingopportunities.com |
| Office Hours | M-F 9-5; evenings and weekends by appointment as requested Relocation staff office hours to be posted on site when applicable |
| Paradigm Management | Tameka Tharkurdeen Community Manager, Terraces at Arlington View Phone: 703-521-4010 ttharkurdeen@paradigmcos.com Jan Haub Senior Regional Manager Phone: 571-482-5922 jhaub@paradigmcos.com |
| Relocation Oversight: | Arlington County Office Hector Mercado Phone: 703-228-3805 hmerca@arlingtonva.us |

Hours of Operation:

Relocation staff person will be available on-site beginning in July 2024.

Monday thru Thursday: TBD

Friday: TBD

Saturday & Sunday: By appointment only

Translation services will be provided as needed. AHC Resident Services staff work full-time at this property and will communicate and coordinate with residents along with the relocation staff.

OVERVIEW AND RESIDENT PROFILE

The following resident relocation plan (“Plan”) was prepared by AHC Inc. (dba Affordable Homes & Communities (AHC)), the owner and developer overseeing the redevelopment of a portion of the Terraces at Arlington View (“Terraces”). AHC is committed to providing residents with a safe, affordable and attractive place to live. This Plan addresses the relocation needs of current and future residents living at the Terraces, and sets forth the procedures for the relocation for the 47 households of the Terraces at Arlington View West in Arlington, VA that will be impacted by the proposed redevelopment. This plan is written in accordance with the relevant provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 C.F.R. Part 24, and all applicable state and local regulations.

Terraces at Arlington View is a garden apartment complex with buildings built in 1960. It is located in the Arlington View neighborhood in south Arlington, Virginia across 7 buildings at 1327, 1401, 1407, 1413, 1420 and 1429 South Rolfe Street and 1735 14th Road South. AHC acquired the community in 1982 and completed a modest redevelopment in 2002. The original property consisted of 77 units within 7 buildings. All of the units are affordable and covered by a project- based Section 8 contract (HAP).

In 2023, AHC completed a full redevelopment of a 30-unit building on the property’s largest parcel with a new-construction 77-unit building. The new building (known as Terraces East) houses the original 30 HAP households who were relocated during construction and 47 new tax credit tenants.

In the second phase of redevelopment, AHC will replace five buildings on the West side of South Rolfe Street with two new structures with a total of 78 units, referred to as Terraces West. The new buildings on these parcels will more than double the number of long-term affordable units on the site and will add family-sized units in a neighborhood experiencing increased housing costs resulting from to Amazon’s move into nearby Crystal City. Prior to the closing of the project’s construction financing, residents will be relocated to allow for demolition of the existing building. The construction is anticipated to start in June of 2025.

Property Profile

The structures to be redeveloped at the Terraces were last renovated in 2002 using 4% Low Income Housing Tax Credits (LIHTCs) and tax-exempt bonds. The new project will be financed with 9% LIHTC and other subordinate financing. AHC will distribute the 37 existing HAP units that are in the current buildings and 10 existing HAP units elsewhere on the Terraces at Arlington

View property throughout the new construction buildings, subject to discussions with HUD. The property will comply with all Arlington County and LIHTC requirements, and 100% of the units in the new construction building will be committed affordable between 30% - 60% of AMI for 75 years. Delivery of the Terraces West new construction buildings (which will be called Terraces at Arlington View West) is expected to occur 24-36 months from the time residents are first relocated.

Please see Table 1 below for the proposed future breakdown by unit size and income level.

| | Table 1. Terraces West Redevelopment | | | | | |
|---------------|---|------------|-------------|------------|------------|---------------|
| | Studio | 1BR | 2 BR | 3BR | 4BR | Totals |
| 30% AMI | 1 | 1 | 4 | 2 | 0 | 8 |
| 50% AMI | 0 | 8 | 22 | 2 | 1 | 33 |
| 60% AMI | 1 | 2 | 24 | 10 | 0 | 37 |
| Totals | 2 | 11 | 50 | 14 | 1 | 78 |

In anticipation of a Summer 2025 construction start on Terraces at Arlington View West, all current residents in the five buildings to be demolished will be relocated approximately 60 days before demolition commences to allow for site preparations and remediation. 120-day notices may be distributed beginning October 1, 2024.

Preparation for the relocation process will begin in May 2024 with resident interviews and surveys.

Resident Profile

As of 1/1/24, the existing buildings at Terraces at Arlington View West had the following demographics (out of 47 units):

- 18 households with school-age children
- 15 households with residents age 55 and older
- 9 residents who have lived at the property for over 20 years, and 19 who have lived at the property more than 10 years
- 0 households with a disabled resident (please note none of the units in the existing structures are ADA-accessible)

- 100% of the units are covered by the HAP contract.

Amharic and English are the predominate languages spoken at the Terraces.

As part of their scope of work, the relocation consultant will be conducting assessments of all 47 resident households to determine residents’ special needs during the renovation. The consultant will take special account of households with school-age children so that relocation housing options accommodate children’s current schools and transportation.

Affordable Apartments

When applying to rent an affordable apartment at the current Terraces at Arlington View, per the HAP rental assistance contract, individuals and families cannot earn more than 50% of area median income (AMI) shown by household size in Table 2.

| Table 2. Income Limits for Affordable Apartments (As of 1/1/24) | |
|--|------------|
| Number of Persons in Household | 50% |
| 1 | \$52,750 |
| 2 | \$60,300 |
| 3 | \$67,850 |
| 4 | \$75,350 |

The maximum allowable rents for the existing apartments is based on the current HAP contract (subject to adjustments) and shown in Table 3. All units in the existing buildings are one- and two-bedroom apartments.

| Table 3. Gross Affordable Rents (As of 9/1/23) | | |
|---|------------------|------------------|
| Rental Rates | 1-Bedroom | 2-Bedroom |
| HAP Effective 9/1/23 | \$1,574 | \$1,887 |

Residents pay 30% of their certified income towards rent, and the HAP contract subsidy pays the remaining rent. At the new Terraces at Arlington View West, HUD will “mark up” the rents allowable under the HAP contract to reflect the newer building’s value. However,

residents will continue to pay no more than 30% of their certified income toward rent and the HAP contract will continue to pay the remaining rent. The contract rents and utility rates will be examined on an annual basis as allowed by Section 8 regulations, and residents will be given proper and timely notice of any revisions.

OCCUPANCY STANDARDS FOR ALL RESIDENTS

Occupancy standards are established for the comfort and well-being of our residents and to prevent overcrowding. The standards for occupancy are the same for all apartments. Please see Table 4 below.

| Table 4. Occupancy Standards | | | | |
|-------------------------------------|------------|-----------|-----------|-----------|
| Unit Type | Efficiency | 1-Bedroom | 2-Bedroom | 3-Bedroom |
| Maximum Number of Occupants | 2 | 2 | 4 | 6 |

RELOCATION OF RESIDENTS

Overview

The relocation will take place in two phases. The 37 HAP households living at 1327, 1401, 1407, 1413, and 1429 S Rolfe St. will require immediate relocation off-site to accommodate the demolition and site remediation phase. While all 37 of the households that will be relocated off-site will be offered the right to return to the new Terraces West, these residents will be considered permanently relocated as defined by Uniform Relocation Act and VHDA Relocation Guidelines due to the length of the construction period.

The second phase will occur approximately 15 months after initial closing (Summer/Fall 2026) and will relocate the 10 HAP households living in the building at 1735 14th Rd S. That structure is not involved in the initial demolition but is planned for a substantial rehabilitation in 2026. The residents of this building will be offered the same relocation services, outlined below, as the initial 37 residents who relocate in the first phase. Upon completion of the new Terraces West, the HAP contract will be transferred to the new tax credit development owner and all 47 HAP will have first priority to move back to the property.

AHC’s goal is to find relocation housing for all eligible residents at either AHC sister communities in close proximity to the Terraces or at other nearby rental properties, and ultimately for Terraces residents to be given the opportunity to move back to the new building. The relocation team will

vacate the five buildings to be demolished over the course of approximately 16 weeks. Relocation assistance will be provided to all residents in accordance with Arlington County Relocation Guidelines and applicable federal, state, and local laws. The first relocation notices may be sent as early as October 1, 2024.

To be eligible for relocation assistance, residents should remain in “good standing,” that is, not in violation of their lease and current with their income certification and rental payments. Prior to distribution of 30-day notices, one-on-one interviews will be conducted by the relocation consultant with each household to obtain relevant resident information, identify particular relocation needs and explain the process and all eligible benefits. A summary of all relocation services that will be offered to eligible residents is on pages 10-11.

All 47 Terraces West residents are currently supported by rental subsidy through a project-based HAP contract. Prior to relocation of residents, AHC will apply for “Section 8 Pass Through” approval from HUD under which the current Terraces owner would lease a unit on behalf of the affected tenants in the relocation housing. Terraces West residents would need only to interface with their current landlord under a sublease agreement for their assigned relocation unit. The residents would continue to be responsible for the tenant share of the rent, which would be equal to or less than their current rent at Terraces West. The pass-through lease arrangement is only available to tenants who voluntarily agree to HUD URA conditions.

There will be no reduction in services at Terraces at Arlington View during the resident relocation process.

Relocation Notices

All tenants will receive the notices required by the Uniform Relocation Act in English and Amharic. This includes:

1. A General Information Notice, which is expected to be sent in August 2024.
2. A Notice of Eligibility for Relocation Assistance will be provided approximately September 2024.
3. A 120-day “Notice to Vacate”, in accordance with all applicable County, VHDA, and Federal relocation guidelines and laws, will be provided approximately October 1, 2024. The notices will be delivered in person to each occupied apartment and sent by registered mail. The initial date of receipt will be the effective date of the notice.
4. A 30 days notice to vacate when the time for relocation is approaching. The 30-day notices sent to residents will also meet all County, VHDA, and Federal relocation guidelines and requirements.

Moving Assistance For Residents

AHC will provide eligible households with assistance in moving from their apartment per the two options below. Residents are eligible for moving assistance if they are in “good standing” while remaining in tenancy at the Terraces on the date that the 120-day “Notice to Vacate” is issued for their particular unit. Residents are responsible for packing all of their own belongings. Free boxes and tape will be provided as needed.

Each household can choose ONE of the following options:

1. AHC will be arranging moves and covering all moving expenses, including packing supplies, transportation, and storage if needed. AHC will be covering any difference between the resident’s rent at the relocation unit and their rent at the Terraces. AHC will be covering any additional utility or security deposits required at the housing unit. No additional payments will be provided.
2. In the event that a resident prefers to cover his or her own moving expenses, reimbursement of costs will be provided. If a resident chooses Option 2 and decides to use their own movers, the resident must turn in the moving receipts in order to be reimbursed. They will not be reimbursed for moving expenses without actual receipts. Free boxes and tape will be provided. Reimbursement will be limited to the amounts listed in the following chart, as provided by the Uniform Relocation Act and VHDA:
https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm

In addition to helping with the move, AHC will provide eligible households with the standard relocation payment listed in Table 5, Column 2 below. Each household (1 unit = 1 household) is limited to one relocation payment per move. Households with incomes in excess of 50% AMI will receive the standard relocation payment. Households with incomes at or below 50% AMI will receive 1.5 times the amount of the standard payment (Table 5, Column 3).

| Table 5. Household Relocation Payments | | |
|---|------------------------------------|--|
| Number of Rooms | Standard Relocation Payment | Relocation Payment for Residents with Incomes Below 50% AMI |
| 4 | \$1,320 | \$1,980 |
| 5 | \$1,500 | \$2,250 |

Payment Schedule for Residents

The provisions detailed in this section are standard per Arlington County relocation guidelines. Relocation payments assist with payments towards the resident's moving costs and moving materials as well as utility connection/disconnection fees.

Relocation payments to residents will be made in two stages as outlined below. Lump sum payments will be made in hardship cases.

- First, sixty percent (60%) of the resident relocation payment will be paid to the qualified resident in approximately fifteen business days following AHC's receipt of the resident's written notice expressing the resident's intention to move by the "move-out" date. AHC requests that residents provide at least 24-hour written notice before vacating their unit. AHC prefers 30-days' notice; however, we will honor the aforementioned provisions. This notice will facilitate residents receiving their relocation payment and security deposit in a timely manner.
- Second, on the date that the unit is vacated in a condition in accordance with the terms of the resident's lease and "Notice to Vacate", and the resident has returned keys to the unit, the balance of the relocation payment due to the resident will be delivered at their forwarding address, or made available for pick up at the Terraces management or relocation office.

At the time of relocation, residents will receive their full security deposit plus interest as long as the apartment is left in good condition with no excessive damage, and the resident does not owe back rent.

Summary of Relocation Commitments

AHC has contracted with Housing Opportunities Unlimited (HOU) to support the relocation process. HOU has extensive experience in conducting relocation activities in Arlington County and will be able to identify housing options as well as County resources to facilitate a smooth transition for residents. HOU's team managed the relocation in 2020 and 2023 during AHC's first phase redevelopment of Terraces East. The following relocation services will be provided under this program:

- Residents will receive free moving assistance or be reimbursed for moving costs.
- Residents will receive a relocation payment.
- Written notice will be delivered to all residents detailing these relocation benefits and

conditions.

- One-on-one interviews will be conducted with each household to obtain relevant resident information, identify particular relocation needs and explain the process and all eligible benefits.
- Current listings of apartment vacancies (affordable to residents) in Arlington and bordering jurisdictions will be made available to residents.
- Relocation staff will pay special attention to the challenges of the elderly, disabled and families with children (i.e. packing, timing moves around school schedules, etc.).
- Resident assistance will be provided to identify County agencies that address special needs of the Arlington County population.
- AHC and the relocation consultant will assist residents with school-aged children communicate with their current school to minimize disruption to students.
- AHC will reimburse or pay all other expenses related to the relocation, including utility transfers, deposits, or other such fees.
- If a resident does not drive or has limited mobility and needs help with transportation to/from their relocation housing, AHC will assist with the cost of transportation. Seniors and persons with disabilities will be given first priority for transportation assistance.
- Residents will be assisted in completing applications and other required paperwork when applying to rent at another property.
- AHC will complete rental verifications in an expedited manner, when requested, as part of a family's relocation to a new community.
- A relocation staff person will be available on-site starting at the time the first 120-day notices are delivered. Hours will be determined based on resident needs but are expected to be approximately 20 hours / week. Translation and interpretation services will be provided in other languages as needed. Fall 2024 office hours will be posted as available.

RETURNING TO TERRACES AT ARLINGTON VIEW

The new Terraces at Arlington View West will consist of two buildings with a total of 78 units affordable at 30%, 50% and 60% of AMI. All residents relocated for the Terraces West redevelopment will be able to return to the same size unit at the new buildings as they have

currently. All households are expected to continue to qualify for occupancy at the new Terraces at Arlington View West. AHC will pay moving costs into the new building as described on page 10.

At the beginning of the relocation process, a resident profile will be created for each current resident at the Terraces. It will include the resident’s household size, income, number of bedrooms needed, name, address, phone and email contact information. This information is entered onto an Excel spreadsheet and updated every quarter. Residents are encouraged to contact AHC any time their contact information changes.

When a resident is scheduled to move from the Terraces, the resident will be asked if they would like to return to Terraces West. This will also be noted in their resident profile and their name will be added to a separate waiting list for apartments at the redeveloped Terraces West.

The residents on the waiting list will have first priority to rent an apartment at the redeveloped Terraces West. AHC will follow the Priority Ranking System provided by Arlington County (Table 6). The relocation service provider will assign preliminary points to each household.

| Table 6. Resident Priority Ranking System | |
|--|-------------------|
| Household | Point(s) |
| Child under 18 years of age | 1 Point per child |
| A member of the household is 62 years of age or older. | 2 Points |
| A member of the household has a disability. | 2 Points |
| Household currently receives rental assistance. | 1 Point |
| Household previously displaced by redevelopment in Arlington County. | 1 Point |
| Years of tenancy: | 1 Point per year |

COMMUNICATION WITH RESIDENTS

Meetings

AHC will hold periodic meetings on relocation leading up to the start of the relocation process so that residents have several opportunities to learn about the relocation process, receive regular updates or learn of changes to the process, and ask questions. Meetings will be virtual or will be held at a place convenient to the residents using appropriate safety precautions. Ample time will

be allotted for questions. Interpretation services will be offered at relocation meetings, and distributed documents will be translated. The initial meeting with residents will begin with an overview of the plans to redevelop Terraces West followed by a general discussion of resident relocation and important dates.

Drop-in and One-On-One Appointments

AHC encourages residents to call the management office or the relocation consultant with any questions they may have outside of resident assessments. Should the management office return to regular operations, residents are welcome to stop by the office at any time during regular business hours.

Additional Information

Additionally, residents will receive the following information:

- Name, address, and contact persons for the relocation team and the owner representatives.
 1. The relocation consultant is Housing Opportunities Unlimited. Housing Opportunities Unlimited can be reached as follows:

Jeray Wilson
Project Director
Cell: 202-907-7747
jwilson@housingopportunities.com

Sintia Ortiz
Assistant Project Manager/Relocation Coordinator
Office/Cell 571-245-7910
syanes@housingopportunities.com

2. The Community Manager is Tameka Tharkurdeen. She can be reached at 703-521-4010 or ttharkurdeen@paradigmcos.com.

The Senior Regional Property Manager is Jan Haub. She can be reached at 571-482-5922 or jhaub@paradigmcos.com.

3. Owner representative: Joshua Childs, Development Manager. He can be reached at joshua.childs@ahcinc.org or at (703) 486-0626 ext. 1108

Owner representative: Morrya Jones, Director of Compliance. She can be reached at

morrya.jones@ahcinc.org or at (703) 486-0626 ext. 1134

- Estimated timetable for each phase of the Redevelopment work and the relocation plan.
- Moving services available for all residents.

All 120-day notices to vacate, along with the relocation benefits letter, will be delivered to the residents prior to the commencement of redevelopment work. The notices will be hand delivered and sent by registered mail.

AHC will distribute the draft Relocation Plan to all residents. Residents will receive the final Relocation Plan once it has been approved by Arlington County and HUD.

Estimated Schedule for Resident Relocation

| | |
|---------------|--|
| April 2024 | Submit Relocation Plan to Arlington County |
| May 2024 | Initial Resident Meeting |
| July 2024 | Relocation Plan approved |
| July 2024 | Relocation Team begins one-on-one resident interviews to gather information on each of the 47 households' needs during redevelopment |
| | Relocation staff available as needed on-site for resident inquiries |
| October 2024 | 120-day notices delivered to residents advising of upcoming renovation and relocation |
| January 2025 | 30-day notices delivered to residents |
| February 2025 | Resident Relocation completed for 37 households |
| June 2025 | Demolition and construction begin |
| Spring 2027 | Terraces West is completed and ready for occupancy. The 47 relocated residents may move into the new buildings. |

Anticipated Unit Delivery Schedule

The Terraces at Arlington View redevelopment is anticipated to be complete by March of 2027. Thus, the proposed unit delivery schedule is:

- March 2027 – 78 units

At this time, all 47 current Terraces West residents will be notified that they can move back to the new buildings.

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD

2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
(703) 228-3130 • FAX (703) 228-7430
E-MAIL: countyboard@arlingtonva.us



KENDRA JACOBS
CLERK TO
THE COUNTY BOARD

MEMBERS
LIBBY GARVEY
CHAIR
ERIK GUTSHALL
VICE CHAIR

KATIE CRISTOL
CHRISTIAN DORSEY
MATT DE FERRANTI

CERTIFICATION

I hereby certify that at its February 22, 2020 Regular Meeting, on a motion by MATT DE FERRANTI, MEMBER, seconded by CHRISTIAN DORSEY, MEMBER, and carried by a vote of 4 to 0, the voting recorded as follows: Libby Garvey, Chair - Aye, Christian Dorsey, Member - Aye, Katie Cristol, Member - Aye, and Matt de Ferranti, Member - Aye, the County Board of Arlington, Virginia, approved the **C.M. RECOMMENDATIONS** in the attached County Manager's report dated February 18, 2020 **SUBJECT:** Request for the County Board to: (i) commit to providing subsidized funding for the Arlington View Terrace redevelopment project by

(a) allocating \$7,257,000 in Fiscal Year 2020 Affordable Housing Investment Fund loan funds, and

(b) allocating \$984,000 in Transit Oriented Affordable Housing funds, for use by AHC Inc. (or its designated affiliate) to help finance the proposed redevelopment project, and (ii) adopt the attached resolution designating the area encompassing Arlington View Terrace Apartments as a "revitalization area" pursuant to Virginia Code Section 36-55.30:2.

Given under my hand this 25th day of February 2020.

SEAL

Kendra M. Jacobs, Clerk
Arlington County Board



ARLINGTON COUNTY, VIRGINIA

County Board Agenda Item Meeting of February 22, 2020

DATE: February 18, 2020

SUBJECT: Request for the County Board to: (i) commit to providing subsidized funding for the Arlington View Terrace redevelopment project by (a) allocating \$7,257,000 in Fiscal Year 2020 Affordable Housing Investment Fund loan funds, and (b) allocating \$984,000 in Transit Oriented Affordable Housing funds, for use by AHC Inc. (or its designated affiliate) to help finance the proposed redevelopment project, and (ii) adopt the attached resolution designating the area encompassing Arlington View Terrace Apartments as a “revitalization area” pursuant to Virginia Code Section 36-55.30:2.

C. M. RECOMMENDATION:

1. Allocate \$7,257,000 of FY 2020 Affordable Housing Investment Fund (AHIF) funds (101.495130.91102) to AHC Inc. or its designated County-approved ownership affiliate (AHC) (101.456300.91102), as an AHIF residual receipts loan to help finance AHC’s proposed redevelopment of a portion of Arlington View Terrace Apartments (Attachment 1) (AVT Project). The proposed \$7,257,000 AHIF residual receipts loan is subject to the allocation of federal 9% Low-Income Housing Tax Credits (LIHTCs) from the Virginia Housing Development Authority (VHDA) to AHC for the AVT Project in 2020, and the approval of final AHIF residual receipt loan documents by the County Board. The financing assistance would be in the form of a subordinated residual receipts loan subject to the loan terms and conditions outlined in this report (Attachment 2).
2. Allocate \$984,000 of FY 2020 Transit Oriented Affordable Housing (TOAH) funds to AHC (336.455100.72402) to assist AHC with the payment of certain County fees and infrastructure costs related to the AVT Project. The proposed \$984,000 in TOAH funding is subject to the allocation of federal 9% LIHTCs from VHDA to AHC for the AVT Project in 2020 and the approval of the final terms and conditions as set forth in the TOAH financing documents by the County Board.
3. Adopt the attached Revitalization Area Resolution to designate the Arlington View

County Manager:

County Attorney:

Staff: Melissa Danowski, CPHD-Housing Division

25.

Terrace property at 1420 South Rolfe Street as a Revitalization Area pursuant to Section 36-55.30:2 of the Code of Virginia, as amended (Attachment 3).

ISSUES: There are no known issues at this time.

SUMMARY: In order to support its application to the Virginia Housing Development Authority (VHDA) to receive an allocation of federal 9% Low-Income Housing Tax Credits (LIHTCs) for its redevelopment of a portion of Arlington View Terrace Apartments, AHC Inc. is requesting that the County Board (i) commit to providing subsidized funding for the proposed redevelopment project by (a) allocating \$7,257,000 in Fiscal Year 2020 Affordable Housing Investment Fund loan funds, and (b) allocating \$984,000 in Transit Oriented Affordable Housing (TOAH) funds, for use by AHC Inc. or its County approved affiliate (AHC) to help finance the proposed redevelopment project, and (ii) adopt the attached resolution designating the area encompassing Arlington View Terrace Apartments as a “revitalization area” pursuant to Virginia Code Section 36-55.30:2.

Currently, Arlington View Terrace Apartments has seven buildings with 77 committed affordable residential units (CAFs). AHC is proposing to redevelop one of the existing buildings that currently contains 30 CAFs by constructing a new apartment building in its place that will contain 77 CAFs, increasing the total number of CAFs at the Arlington View Terrace Apartments from 77 to 124.

A concurrent Neighborhoods Form Based Code application was submitted, and AHC received administrative approval for this application on January 31, 2020. AHC plans to submit a competitive 9% LIHTC application by March 12, 2020 to VHDA. If AHC is awarded the 9% LIHTCs by VHDA in 2020, construction is expected to be completed by Spring of 2023.

BACKGROUND: Arlington View Terrace Apartments (AVT) is an existing 77-unit CAF apartment community, containing seven buildings located in the Arlington View neighborhood near Columbia Pike. The development was built in 1959 and acquired by affiliates of AHC Inc. in 1982. The land on which the apartment buildings are located is owned by AHC Services Corporation, and the buildings are owned by AHC Limited Partnership -3. All existing units are subsidized by a HUD project-based Housing Assistance Payments (HAP) contract. AHC proposes redeveloping one building that contains 30 existing units into a new 77-unit building (124 total CAFs at the property) and is requesting County financing to assist with the acquisition of land and the construction of the 77 new CAFs. Once construction is complete, the existing HAP contract units would be redistributed throughout the property, subject to discussions with HUD. AHC will also be completing a Tenant Relocation Plan for the affected tenants in the 30 units that will be demolished, per the [Tenant Relocation Guidelines](#).

AHC submitted a Fiscal Year (FY) 2020 Notice of Funding Availability (NOFA) application requesting \$6.9M in County financing to redevelop 30 of the existing units into a new 72-unit building (119 total CAFs at the property). They received a staff recommendation to continue the negotiation and public process. Since the time of the NOFA application, AHC has increased the proposed number of new construction units to 77 units (124 total CAFs at the property), added plans for solar energy, and increased the County funding request to \$8,241,000. Of this amount,

\$7,257,000 would be in the form of an AHIF loan and the remaining \$984,000 would be provided as a TOAH grant to assist AHC with the payment of certain County fees and infrastructure costs related to the development of the new CAFs. If AHC is successful in receiving an award of additional competitive sources, a portion of the AHIF funds (as much as \$776,000), would be deallocated prior to financing closing, anticipated for Spring 2021.

DISCUSSION:

Sustainability: The proposed new redevelopment building at AVT (AVTE Building) is designed to achieve EarthCraft Gold certification. It will include a solar energy installation that will be used to power the common areas of the building. Planned building amenities include a landscaped courtyard, fitness room, and a community room.

Digital Equity: Low-income residents often cannot afford internet access or can only afford service that provides very low bandwidth or limited service. Recognizing the impact that the digital divide has on low-income households, AHC will be providing free in-unit Internet access to the residents of the proposed AVTE Building.

Affordable Housing Program: The 77 newly constructed CAFs in the AVTE Building will be affordable for 75 years. Of the 77 total units, 10% (eight units) will be constructed to meet Uniform Federal Accessibility Standards and American National Standards Institute Type A requirements and two of those units will be accessible for those with hearing/visual impairments. The development will also include eight Permanent Supportive Housing (PSH) units. The PSH unit mix will include six 1-BR units (to include two Type A accessible units), one 2-BR unit, and one 3-BR unit.

The proposed unit and affordability mix is as follows:

| Unit Type | 30% AMI | 50% AMI | 60% AMI | Total |
|--------------|----------|-----------|-----------|-----------|
| Studio | 1 | 0 | 0 | 1 |
| 1 BR | 3 | 5 | 6 | 14 |
| 2 BR | 2 | 20 | 25 | 47 |
| 3 BR | 2 | 6 | 7 | 15 |
| Total | 8 | 31 | 38 | 77 |

Of the total 77 units, approximately 10% will be affordable up to 30% of AMI, 40% of the units will be affordable up to 50% AMI, and the remaining 50% of the units will be affordable up to 60% AMI ([Rent and Income Limits for Arlington County Affordable Housing Programs](#)). Over half of the total units in the AVTE Building will be composed of family-sized units (81%). In total, the development will add 47 net new affordable housing units to the CAF inventory.

The proposal to construct a new multi-family housing building with 100% CAFs meets several of the Goals, Objectives and Policies of the County Board-adopted [Affordable Housing Master Plan](#) (AHMP), as follows:

| AHMP Policy Number | Description |
|--------------------|---|
| 1.1.1 | The development will create 77 new construction CAF units (47 net new CAFs) through County financial assistance. |
| 1.1.5 | The CAFs will be committed affordable for 75 years. |
| 1.1.6 | Approximately 10% of the CAFs will be affordable up to 30% of AMI (8 CAFs) and 40% of the units will be affordable up to 50% AMI (31 CAFs). |
| 1.1.8 | The development will add 17 net new 2-BR family sized units and 15 net new 3-BR family sized units to the CAF inventory. |
| 1.1.9 and 3.2.2 | The development will create 77 new construction CAFs near the transit corridors (Columbia Pike) providing access to transportation options, consistent with the County’s adopted land use plans and policies. |
| 2.3.2 and 2.5.2 | The development will provide eight PSH units. |
| 2.5.3 | The development helps to maintain a sufficient supply of CAF units that are accessible for persons with physical and sensory disabilities by adding eight Type-A accessible units. |
| 3.3.1 and 3.3.2 | The development will incorporate environmental sustainability practices by obtaining certification for EarthCraft Gold and incorporating solar energy. |
| 3.4.1 and 3.4.2 | Affordability restrictions will be in place for 75 years; County loans ensure the financial feasibility of the development. |

Revitalization Area: Applying for tax credits is a highly competitive process, with points awarded to projects that meet specific criteria. A project is eligible for 15 “Revitalization Area” points if it is located in a Revitalization Area that meets the definition set forth in Virginia Code § 36-55.30:2. To receive the points, a County Board resolution is needed citing the specific statutory criteria (Attachment 3). If the County Board designates the AVT property as a “Revitalization Area,” the designation will be used solely for the purpose of AHC’s LIHTC application, and if AHC is awarded LIHTC, for VHDA financing.

The proposed Revitalization Area is located within the boundaries of the County Board adopted Columbia Pike Neighborhoods Area Plan (the Plan), which calls for an increase in residential density. Part of the Plan’s vision for Columbia Pike is for development to support a diverse, mixed-income community with strong single family and multifamily neighborhoods that support the mixed-use commercial centers. This project meets the definition which cites the area “currently lacks housing needed to induce manufacturing, industrial, commercial, governmental, education, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area.”

In order to develop affordable housing at this site, it is necessary to provide assistance in the form of an AHIF loan. Therefore, this site would also meet the criteria that, “private enterprise

and investment are not reasonably expected, without assistance, to produce housing supporting the needs of low- and moderate-income persons and families.”

Development Budget and Financing Package: AHC plans to finance the development and construction of the AVTE Building with 9% LIHTC. The total development cost is estimated to be \$38,414,955, of which an estimated 5% will be acquisition cost, 71% will be construction hard costs, 12% will be for soft costs and reserves, 7% will be the developer fee, and 5% will be financing costs. Pending an award of 9% LIHTC by VHDA, AHC’s anticipated financing package for the project will include a VHDA first mortgage (including taxable bonds, REACH, and REACH Plus), tax credit equity, a deferred developer fee, a developer sponsor loan equity contribution, TOAH funds, and the AHIF loan. The proposed sources and uses are as follows:

ANTICIPATED AVTE BUILDING PROJECT SOURCES AND USES

| SOURCES OF FUNDS | | USES OF FUNDS | |
|------------------------|----------------------|-------------------------|----------------------|
| LIHTC Investor Equity | \$ 19,010,099 | Acquisition Cost | \$ 1,925,000 |
| VHDA Loans [1] | \$ 9,172,000 | Construction/Hard Costs | \$ 27,195,365 |
| County AHIF Loan | \$ 7,257,000 | Soft Costs | \$ 3,691,583 |
| TOAH | \$ 984,000 | Reserves | \$ 777,987 |
| Sponsor Loan (AHC) | \$ 1,148,100 | Financing Costs | \$ 2,060,371 |
| Deferred Developer Fee | \$ 843,756 | Developer Fee | \$ 2,764,649 |
| TOTAL SOURCES | \$ 38,414,955 | TOTAL USES | \$ 38,414,955 |

[1] It is anticipated that VHDA will loan the following funds: \$4,400,000 in taxable bond proceeds, \$2,772,000 from its REACH program and \$2,000,000 for its REACH Plus program.

AHIF Funds Requested: AHC is requesting \$8,241,000 in total County funds, of which \$7,257,000 would be in the form of an AHIF loan (\$94,247/unit) and \$984,000 would be in the form of a TOAH grant (\$12,779/unit). If AHC is successful in receiving an award of additional competitive sources, described below, as much as \$776,000 in AHIF would be deallocated prior to financing closing, anticipated for Spring 2021. The resulting AHIF loan would be \$6,481,000 (\$84,169/unit). The adjusted County fund request of \$7,465,000 (\$6,481,000 AHIF plus \$984,000 in TOAH funds) increased \$565,000 from the original NOFA application due to the incorporation of five additional CAFs and solar energy.

AHC intends to apply for competitive sources, which include \$500,000 in Federal Home Loan Bank (FHLB) funds and \$1,200,000 in Virginia Department of Housing and Community Development (DHCD) funds (\$1,700,000 total competitive sources). The applications for these competitive sources will be made after a VHDA tax credit allocation. Since VHDA does not allow uncommitted sources on their application, AHC has proposed that AHC and the County share this gap in the interim. On the County side, this means including \$776,000 in the initial AHIF funding allocation. If these sources are successfully obtained, \$776,000 of the County loan would be de-allocated (at closing) to the \$6,481,000 amount.

Meanwhile, AHC increased their initial \$747,100 sponsor loan by an additional \$401,000 to cover a portion of the uncommitted funding sources. If some or all of the competitive funding is received, AHC and the County will de-allocate their increased funding amounts proportionately (66% County, 34% AHC). The AHC sponsor loan will be no less than \$747,100. Also, if AHC

receives an award of 9% LIHTC by VHDA, at least \$6,481,000 in AHIF loan funds would need to be allocated due to the 9% LIHTC application rules for receiving tax credit points based on the subsidized funding level. As a result, if AHC is successful in obtaining the entire \$1,700,000 in competitive sources, the use of the additional sources of funding over the combined \$1,177,000 (\$776,000 AHIF loan amount to be de-allocated at closing plus \$401,000 reduction in AHC's sponsor loan) will be determined prior to financing closing. The additional funding sources could be used to achieve deeper affordability levels or other uses to be determined.

TOAH Funds: The Columbia Pike Tax Increment Financing (TIF) district was established as a funding mechanism for the TOAH fund, which is intended to promote affordable housing development within designated boundaries of the Columbia Pike corridor. Affordable housing developers who are applying for LIHTC may put TOAH funds towards infrastructure-related items (like underground utilities, tree preservation, and streetscaping) and County fees (such as Certificate of Occupancy, building permits and tap fees).

The TOAH balance is approximately \$984,000 and these funds would be provided as a grant. The proposed AVTE Building project would be the second development to utilize TOAH, the first being Gilliam Place which received \$745,298 in 2017.

AHIF Terms: Staff recommends the proposed \$7,257,000 AHIF loan have a 37-year term to be coterminous with the VHDA permanent financing 35-year loan term. During the first two years of the AHIF loan term, which coincides with the construction period, the AHIF loan will accrue interest at a rate of zero percent (0%) per annum. Thereafter, for the remaining 35 years of the term, the AHIF loan will accrue interest at a rate of 1.0% per annum, compounded annually. The AHIF loan will be secured by a deed of trust subordinated to the senior financing and repayable from the AVTE Building residual receipts. The proposed loan terms and conditions for the AHIF loan for the AVTE Building are detailed in Attachment 2.

Anticipated Timeline: Contingent upon County Board approval of the AVTE Building County financing request, AHC will apply for 9% LIHTC by March 12, 2020 and anticipates notification from VHDA of its award status by June 2020. If AHC receives an award, then County staff will bring forward a request to the County Board for approval of the County loan, TOAH, and subordination documents in Spring 2021. Following construction closing, AHC would begin demolition of the existing apartment building and begin construction, anticipated to be completed by Spring of 2023.

Existing Public-School Students and Student Generation Estimates: As of September 2019, there were 31 students residing at the AVT property. This includes 21 elementary school, 11 middle school, and 9 high school students. The distribution of students by school attended is not provided because of privacy reasons.

Arlington Public Schools (APS) projects 71 students at the entire AVT property once the new 77 units are built (124 total CAFs). This projection includes the students generated from the 77 new construction units as well as the students that would continue to reside in the remaining 47 garden apartment units. This development is currently zoned for Hoffman-Boston Elementary School, Gunston Middle School, and Wakefield High School.

- Number of Elementary School Students (K-5) generated: 39
- Number of Middle School Students (6-8) generated: 12
- Number of High School Students (9-12) generated: 20

The above estimates are generated by APS using the housing characteristics presented at the time of the AHIF application and using student generation factors that reflect the 2019-2020 school attendance boundaries. Should these housing unit characteristics or the student generation factors change, then the student generation estimates would also change. APS provides no guarantee that any residential development will continually be served by the same elementary, middle and/or high school(s).

PUBLIC ENGAGEMENT:

Level of Engagement: **Involve**

Outreach Methods: As part of the Neighborhoods Form Based Code approval process, the proposed development was presented to the Form Based Code Advisory Working Group (FBC AWG) on December 11, 2019 and presented to the Arlington View Civic Association on December 18, 2019. The development was also presented to the Housing Commission as an information item on December 5, 2019, at a “Bricks and Mortar” Housing Commission subcommittee meeting item on January 29, 2019, and as an action item at the Housing Commission’s February 13, 2020 meeting.

Community Feedback: Both the FBC AWG and the Arlington View Civic Association expressed general support for the development proposal. The Housing Commission expressed support for the AHIF loan fund, TOAH, and Revitalization Area Resolution requests by a vote of 9-1-1. One Commissioner abstained because they are an employee of AHC, Inc. The dissenting Commissioner indicated that they did not support the project due to the location in a Census tract with poverty levels that are comparatively high with the rest of Arlington. Staff responded that this development helps fulfill the ambitious affordability goals of the County Board adopted Columbia Pike Neighborhoods Area Plan and the Affordable Housing Master Plan.

FISCAL IMPACT: There are sufficient unallocated AHIF funds to support the \$7,257,000 AHIF request. There are also sufficient unallocated TOAH funds to support the \$984,000 TOAH request. In addition, it is anticipated that the inclusion of eight PSH units will have a fiscal impact on the County’s PSH program budget. The full year incremental cost increase to the budget is estimated to be approximately \$140,725 per fiscal year upon project completion and occupancy (anticipated in Spring 2023).

ATTACHMENT 1
Arlington View Terrace East (AVTE) Site
1420 South Rolfe Street



AHC Comment 1/22/24: Terraces at Arlington View West comprises the five existing buildings on the west side of S Rolfe Street, as shown in blue above (AHC added this border for clarity, per Virginia Housing guidance). The addresses are:

- 1327 S Rolfe St
- 1401 S Rolfe St
- 1407 S Rolfe St
- 1413 S Rolfe St
- 1429 S Rolfe St

AHC Comment 1/22/24: AVT East (now "Terraces at Arlington View East" was redeveloped and placed on March 31, 2023.

ATTACHMENT 2

Arlington View Terrace East AHIF Loan Terms and Conditions - \$7,257,000

1. The Applicant for the Arlington View Terrace East AHIF Loan (“Applicant”) shall apply to the Virginia Housing Development Authority (VHDA) by March 12, 2020 for an annual 9% tax credit request. If the Applicant does not receive 9% credits from the 2020 award cycle, the Applicant commits to reapply for 9% credits in 2021.
2. The Applicant shall execute an Affordable Housing Investment Fund Loan Agreement (“AHIF Loan Agreement”) and other related loan instruments, as drafted and finalized by the County Attorney, in a form acceptable to the County Manager and the County Attorney and subject to County Board approval.
3. The Applicant shall include these Arlington View Terrace East AHIF Loan Terms and Conditions when requesting proposals from senior lenders and investors. If any terms are negotiated between the Applicant and other parties that are in violation of these Loan Terms and Conditions, the Applicant must submit a request to the County Board to consider revision of these Loan Terms and Conditions as necessary to conform to the negotiated terms between the Applicant and such other parties.
4. Within 30 days of receipt of final third party debt and equity commitments, the Applicant shall submit a final sources and uses table for Arlington View Terrace East for approval by the County Manager or his designee.
5. The AHIF Loan shall be secured by Arlington View Terrace East, and shall be repayable from the project’s Residual Receipts, as defined in the AHIF Loan Agreement. As set forth in the related promissory note, and subject to an Event of Default (as defined in the AHIF Loan Agreement), the unpaid principal balance of this AHIF Loan shall accrue at: zero interest for the two-year period of time commencing on the date of construction closing; and the below market rate of one percent (1.0%) per annum commencing on the date that is two years after construction closing, compounded annually as called for in the related promissory note. The term shall be thirty-eight (37) years from construction closing.
6. Beginning in the first operating year and each subsequent year during the loan term, the County shall receive fifty percent (50%) of the Arlington View Terrace East Residual Receipts as an annual payment towards the Arlington View Terrace East AHIF Loan.

Residual Receipts as defined in the County Loan Agreement, shall specifically include, but not be limited to, the amount by which gross revenues exceed annual debt service payments, approved operating expenses, payments to replacement reserve, and a priority payment fee of up to \$7,700 for AHC Asset Management and up to \$7,700 for AHC Resident Services, which can be escalated annually at two percent (2%). Any other fees or payments in excess of what is stated here must be paid from the Applicant’s portion of Residual Receipts.

7. The Applicant shall receive a two million, seven-hundred and sixty-four thousand, six hundred and forty-nine dollar (\$2,764,649) developer fee for Arlington View Terrace East. The Applicant shall defer eight hundred forty-three thousand and seven hundred fifty-six dollars (\$843,756) of this developer fee as source of financing for Arlington View Terrace East.
8. The Applicant shall provide a one-million, one-hundred forty-eight thousand and one hundred dollar (\$1,148,100) sponsor loan or equivalent form of equity to Arlington View Terrace East. The sponsor loan or equivalent form of equity will be subordinate to the County loan.
9. If the Applicant secures additional sources of financing up to one million and one hundred thousand and seventy seven dollars (\$1,177,000) prior to construction closing, thirty-four percent (34%) of those proceeds up to four hundred and one thousand dollars (\$401,000) may be applied towards reducing the sponsor loan or equivalent form of equity referenced in Condition #8 above. The remaining sixty-six percent (66%) of proceeds up to seven hundred and seventy-six thousand dollars (\$776,000) shall be used to reduce the AHIF loan for Arlington View Terrace East.
10. The Applicant must comply with the affordable housing set-aside for the rental units in Arlington View Terrace East as follows: eight (8) of the units will be restricted to households earning up to thirty percent (30%) of the AMI; thirty-one (31) of the units will be restricted to households earning up to fifty percent (50%) of the AMI, and thirty-eight (38) units will be restricted to households earning up to sixty percent (60%) of the AMI for 75 years with the unit mix as shown in the table located in the "Affordable Housing Program" section of this document.
11. The Applicant agrees that the affordable rents shall be established in accordance with LIHTC rents as published annually by VHDA for the unit size, minus a utility allowance (if applicable) as per the Utility Allowance Schedule annually approved by HUD for the Arlington County, VA Housing Choice Voucher Program or other manner as permitted by applicable federal regulations and approved by the County or, if such LIHTC rents are not published by VHDA, then in accordance with HUD rent limits set for Arlington County.
12. The Applicant shall create a minimum of eight (8) fully accessible Type A units for persons with disabilities and will fully cooperate with an affirmative marketing program to market these units to households in need of such accommodation.
13. The Applicant will execute an agreement with the Department of Human Services to provide eight (8) supportive housing units with rents affordable to households earning up to 60% of the AMI. These may or may not be the same as the fully accessible units.

ATTACHMENT 3

RESOLUTION OF THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA DESIGNATING THE ARLINGTON VIEW TERRACE SITE A REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2

WHEREAS, pursuant to Section 36-55.30:2 of the Code of Virginia of 1950, as amended, the County Board of Arlington County desire to designate the site of Arlington View Terrace, located at 1420, 1429, 1413, 1407, 1401, and 1327 South Rolfe Street, 1736 14th Road South, and 1735 15th Street South (the “Area”) described on Exhibit A hereto, as a Revitalization Area;

WHEREAS, the proposed redevelopment of Arlington View Terrace East is within the Columbia Pike Neighborhoods Area Plan which establishes goals to stabilize and strengthen single-family and multifamily neighborhoods and support established concepts of vibrant, economically-strong mixed-use commercial centers, and to improve existing housing stock and expand housing options to achieve a housing mix that serves diverse households, preserves affordability for current and future residents, and supports the adopted Housing Goals and Targets and the Columbia Pike Initiative;

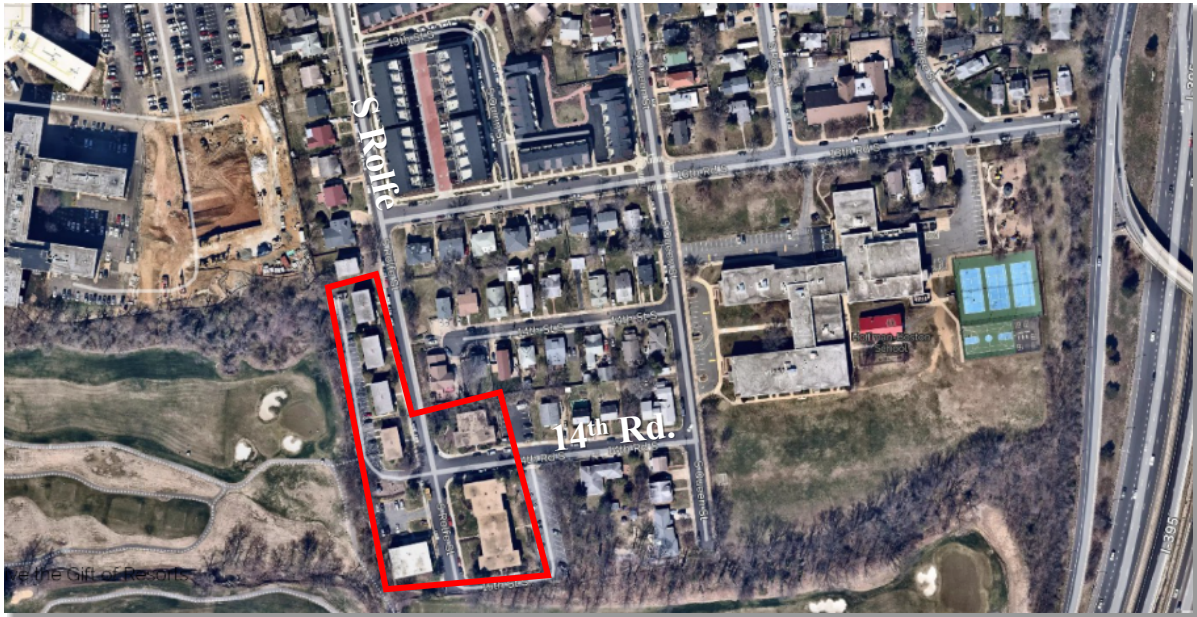
WHEREAS, the affordable housing development proposed in this Area will provide a critical source of affordable housing for current and future low and moderate income residents whose tenancy and local employment is essential to implementing the goals of the County’s Affordable Housing Master Plan and to the Area’s future economic development and sustainability;

NOW, THEREFORE BE IT HEREBY DETERMINED as follows:

The above referenced development is located in a Revitalization Area in the County of Arlington, Virginia. The revitalization area is (i)(2) The industrial, commercial or other economic development of such area will benefit the city or county 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 (ii) 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.

Exhibit A

Arlington View Terrace Area



AHC Comment 1/22/24: Terraces at Arlington View West comprises the five existing buildings on the west side of S Rolfe Street, as shown in blue above. The addresses are:

- 1327 S Rolfe St
- 1401 S Rolfe St
- 1407 S Rolfe St
- 1413 S Rolfe St
- 1429 S Rolfe St

A Regular Meeting of the County Board of Arlington County, Virginia, held in Room 307 of 2100 Clarendon Blvd thereof on February 22, 2020 at 8:30 AM.

PRESENT: Libby Garvey, Chair
Matt de Ferranti, Member
Katie Cristol, Member
Christian Dorsey, Member

ABSENT: Erik Gutshall, Vice Chair

ALSO PRESENT: Mark Schwartz, County Manager
Stephen MacIsaac, County Attorney
Kendra Jacobs, County Clerk

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I. PUBLIC COMMENT

Todd Williams shared concerns with the recently reconfigured approach and departure paths implemented by the FAA for flights out of Reagan National Airport

Audrey Clement shared concerns regarding the relationship between the Missing Middle housing study and affordable housing, and impacts to the local community

Juliet Hiznay shared concerns about the criteria used to determine what items are placed on Consent

Adam Brick shared information recognizing staff and volunteers as well as an invitation to the upcoming 50th Anniversary celebratory events for the Arlington Soccer Association

Bobbie Fisher requested the immediate resignation of Board Member Dorsey

Matt Levine shared advocacy for funding for sustainably constructed natural surface trails for MTB use at Glencarlyn Park

Kelvin Manurs advocated for financial support for Community Based Organizations such as Arm & Arm

Leah Harris spoke to criminalization of minorities and advocacy for the concept of cultural competency

James Hurysz shared concerns regarding pedestrian safety in the context of increased multi-modal transportation options

Katherine Cambices advocated for youth Mountain Bike organizations and participation

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II. CONSENT ITEMS (Items 1-23) Public testimony on removed items will occur at the Recessed Meeting on Tuesday, February 25, 2020, at 6:30 p.m. (No testimony taken on Saturday).

A motion was made by LIBBY GARVEY, Chair, seconded by MATT DE FERRANTI, Member, to approve the County Manager's recommendation for consent items #1-16 and #18-23, #30-41. The motion was adopted and carried by a vote of 4 to 0, the voting recorded as follows: LIBBY GARVEY, Chair - Aye, ERIK GUTSHALL, Vice Chair - Absent, MATT DE FERRANTI, Member - Aye, KATIE CRISTOL, Member - Aye, CHRISTIAN DORSEY, Member - Aye.

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Site Plans Requests, Amendments and Reviews

1. SP #16 Site Plan Amendment to convert a portion of a former convenience store to a new residential unit at Dolley Madison Towers; located at 2300 24th Road S. (RPC# 32-024-002).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopt the below ordinance to approve a site plan amendment to convert 1,025 square feet of a former convenience store to a new residential unit in an apartment building (Dolley Madison Towers), subject to all previously approved conditions and new Condition #37 of the ordinance.

[Board Report #1](#)

The adopted ordinance reads as follows:

SITE PLAN AMENDMENT ORDINANCE

WHEREAS, an application for a Site Plan Amendment dated December 13, 2019 for Site Plan #16, was filed with the Office of the Zoning Administrator; and

WHEREAS, as indicated in the Staff Report prepared for the February 22, 2020 County Board meeting and through comments made at the public hearing before the County Board, the County Manager recommends that the County Board approve the Site Plan Amendment subject to conditions as set forth in the Staff Report; and

WHEREAS, the County Board held a duly-advertised public hearing on that Site Plan Amendment on February 22, 2020 and finds, based on thorough consideration of the public testimony and all materials presented to it and/or on file in the Office of the Zoning Administrator, that the improvements and/or development proposed by the Site Plan Amendment:

- Substantially complies with the character of master plans, officially approved neighborhood or area development plans, and with the uses permitted and use regulations of the district as set forth in the Zoning Ordinance and modified as follows:
 - **Modification for additional density to 362 dwelling units and 73.15 units per acre for contributions to affordable housing (ACZO §15.5.9.);**
 - **Other modifications as necessary to achieve the proposed development plan**
- Functionally relates to other structures permitted in the district and will not be injurious or detrimental to the property or improvements in the neighborhood; and
- Is so designed and located that the public health, safety and welfare will be promoted and protected.

NOW THEREFORE, BE IT ORDAINED that, as originally requested by an application dated December 13, 2019 for Site Plan #16, and as such application has been modified, revised, or amended to include the drawings, documents, conditions and other elements designated in Condition #37 below (which drawings, etc. are hereafter collectively referred to as "Revised Site Plan Application"), for a Site Plan Amendment to convert 1,025 square feet of a former convenience store to a new residential unit and other modifications as necessary to achieve the proposed development plan, for the parcel of real property known as RPC #32-024-002 located at 2300 24th Road S., approval is granted and the parcel so described shall be used according to the Site Plan as originally approved on March 26, 1966 and amended from time to time as shown in the records of the Office of Zoning administration, and as amended by the Revised Site Plan Application, subject to all previously approved conditions for SP #16 and the following new Condition #37:

37. Affordable Housing Contribution

The applicant agrees to contribute \$60,000 to the County to support affordable housing initiatives as directed by the County Manager as permitted by Section 15.5.9 of the Arlington County Zoning Ordinance. The applicant shall make the check payable to the Arlington County Treasurer and deliver the check to the Arlington County Housing Division prior to issuance of the Certificate of Occupancy for Tenant Occupancy for the new unit.

2. Permit Primrose School, 2107 Wilson Blvd.

A. SP #161-3 Site Plan Amendment (Primrose School) to convert approximately 12,357 sq. ft. of office gross floor area to a child care center of the existing Colonial Place III office building; located at 2107 Wilson Blvd. (RPC# 16-030-024).

B. SP161-U-19-1 Use Permit (Primrose School) for a child care center for up to 184 children; located at 2107 Wilson Blvd. (RPC# 16-030-024).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board deferred site plan amendment SP #161-3 to convert 12,357 square feet of office gross floor area to a child care center to the April 18, 2020, County Board meeting, and deferred the subject use permit SP161-U-19-1 for a child care center for up to 184 children to the April 18, 2020, County Board meeting.

[Board Report #2](#)

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Use Permit Requests, Amendments and Reviews

3. U-3277-11-1 Use Permit Review of a child care center for Little Ambassadors' Academy; located at 5232 Lee Highway (RPC# 09-001-021).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit, subject to all previously approved conditions and new Condition #5, with no further scheduled County Board reviews.

[Board Report #3](#)

The approved Use Permit conditions read as follows:

1. The applicant agrees to meet the requirements of the Child Care Ordinance, Community Code Enforcement Office, Environmental Health Bureau and the Fire Marshal's Office, including securing an appropriate assembly permit prior to the issuance of a Certificate of Occupancy.
 2. The applicant agrees to a maximum capacity of 78 children. However, the Department of Human Services Child Care Office will determine the final number of children (up to 78) that can be served in the program following any proposed or required renovations and improvements to the site. This number may be modified based on appropriate space ratios.
 3. The applicant agrees that all pick-up and drop-off of children will occur on-site in the existing parking lot, and at no time shall cars overflow onto Lee Highway or George Mason Drive (i.e. back up into the streets).
 4. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to the child care center. The name and the telephone number of the liaison shall be submitted by the applicant to the Zoning Administrator, as well as to the Leeway Overlee Civic Association, Yorktown Civic Association, and John M. Langston Citizens Association prior to issuance of any permits.
 5. The applicant agrees to send a written notice (by email or physical copy) to all enrolled families encouraging parent or guardian drivers to enter the site from the east-bound travel lane of Lee Highway, and discouraging left-hand turns into the site from the west-bound travel lane of Lee Highway. The applicant agrees to send the written notice at least one (1) time per calendar year, with a copy submitted to the Zoning Administrator, and to provide the notice to all newly enrolled families upon acceptance to the child care center.
4. U-3427-15-3 Use Permit Review for a child care center (ReachFar Foundation after school program and summer day camp) for up to 60 children; located at 716 S. Glebe Road (former Arlington United Methodist Church) (RPC# 23-028-016).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board discontinued the subject use permit for a child care center (after school program and summer day camp) for up to 60 children; located at 716 S. Glebe Road.

[Board Report #4](#)

5. U-3479-16-1 Use Permit Review for a child care center (summer camp) for up to 60 children; located at 3020 N. Pershing Drive (Christ Church of Arlington) (RPC# 18-049-008).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board discontinued the use permit for a child care center (summer camp) for up to 60 children, located at 3020 N. Pershing Drive.

[Board Report #5](#)

6. U-3529-18-1 Use Permit Review for a child care center for up to 90 children (Metta Montessori); located at 1022 S. Highland St. (RPC# 32-007-021).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for a child care center for up to 90 children, subject to the previously approved conditions of the staff report and with a County Board review in one (1) year (February 2021).

[Board Report #6](#)

The approved Use Permit conditions read as follows:

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.
2. The applicant agrees that the maximum permitted enrollment at any one time shall be ninety (90) children and the hours of operation shall be 8:00 a.m. to 6 p.m. Monday through Friday. The applicant agrees that the final number of children permitted in the child care center is subject to licensing by the Child Care Office and may be fewer than the maximum permitted under the use permit.
3. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to this child care center. The name, telephone number, and electronic mail address (if available) of the liaison shall be submitted by the applicant to the Zoning Administrator, the Douglas Park Civic Association, and the Columbia Pike Revitalization Organization (CPRO) prior to issuance of a Certificate of Occupancy.
4. The applicant agrees to submit a parking plan and obtain the review and approval of such plan by the Zoning Administrator. The applicant agrees that the plan shall be approved only if it shows at least the minimum number of parking spaces required by the Zoning Ordinance, including the location of any available off-site parking spaces, and operational procedures for pick-up and drop-off. The parking spaces shall comply with all requirements set forth in all applicable ordinances and regulations, including, by way of illustration and not limitation, those administered by Section 14 of the Arlington County Zoning Ordinance. The applicant shall obtain the approval of the Zoning Administrator's and add any new spaces shown on an approved parking plan prior to issuance of a Certificate of Occupancy for the child care use.
5. If the final design of the child care center does not meet the setback and/or coverage requirements of the Zoning Ordinance, the applicant shall apply and obtain approval from the Board of Zoning Appeals for a variance and/or use permit for placement to bring the final design

into full compliance before commencing the child care center use and prior to obtaining a Certificate of Occupancy for the child care center use.

6. The applicant agrees that the design and layout of Metta Montessori shall substantially conform with the conceptual drawings submitted as part of this application and dated January 10, 2019.
7. The applicant agrees to inform clients of the child care center of a preferred travel pattern which the applicant shall require clients of the child care center picking up or dropping off children by vehicle to adhere to. The applicant further agrees to provide a copy of the written information that will be distributed to clients of the child care center to the Douglas Park Civic Association and Zoning Administrator prior to the issuance of the Certificate of Occupancy for the child care use.
7. U-3530-18-2 Use Permit Review for a culinary training and entrepreneurship center (La Cocina - Virginia); located at 3507 Columbia Pike (RPC# 23-040-015).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board renewed the use permit for a community service use (culinary training and entrepreneurship center), subject to all previously approved conditions, and with a County Board review in one (1) year (February 2021).

[Board Report #7](#)

The approved Use Permit conditions read as follows:

1. The applicant agrees to comply, by way of illustration and not limitation, with all applicable requirements of County Ordinances and State statutes, including the laws and regulations enforced by Virginia State Code, and the Fire Marshal, the Police Department and the Virginia Alcohol Beverage Control Board (ABC).
2. The applicant agrees that the permitted hours of operation shall be from 6 a.m. to 10 p.m., Monday through Friday and from 8 a.m. to 10 p.m., Saturday through Sunday.
3. The applicant agrees to designate and make available a neighborhood liaison to communicate with nearby residents and neighbors to address concerns. The neighborhood liaison shall be available during the hours of the business operation to receive and respond to community concerns. The name, telephone number, and e-mail address (if applicable) shall be submitted to the Zoning Administrator and a copy sent to Gilliam Place building and the Alcovia Heights Citizens Association prior to issuance of a Certificate of Occupancy.
4. The applicant agrees that any alterations or modifications to the permitted façade approved by the County Board on December 12, 2015, will be subject to further review by staff and shall only be permitted subject to the approval of an administrative change by the Zoning Administrator.
8. U-3573-19-1 Use Permit for a child care center for up to 200 children (Childrens House Montessori); located at 3436 Lee Highway (RPC #06-033-008, 029).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the use permit for a child care center with up to 200 children subject to all proposed conditions of the staff report with a one (1) year County Board review (February 2021).

[Board Report #8 \(Posted 02-19-2020\)](#)

The approved Use Permit conditions read as follows:

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and

operational permits and occupancy certificates from the various administrative and regulating agencies.

2. The applicant agrees that the hours of operation would be Monday through Friday 7 A.M. to 6 P.M. The applicant further agrees that the maximum permitted enrollment is 200 or such number as determined by the Department of Human Services Child Care Office, which may be fewer than the maximum noted above. The applicant further agrees that the maximum total occupant load, inclusive of children and adults, shall be as determined and designated by the Inspection Services Division in accordance with the Virginia Uniform Statewide Building Code, which may also be fewer than the maximum noted above.
3. The applicant agrees to designate a neighborhood liaison to communicate with nearby residents and neighbors to address concerns that may be related to this child care center. The name, telephone number, and electronic mail address of the liaison shall be submitted by the applicant to the Zoning Administrator; the Cherrydale and Maywood Civic Associations; and the Lee Highway Alliance prior to issuance of a Certificate of Occupancy.
4. The applicant agrees to submit a parking plan to the Zoning Division, and obtain approval for such plan, which will only be approved if it provides at least:
 - A. Twenty parking spaces which comply with all requirements set forth in all applicable ordinances and regulations, including, by way of illustration and not limitation, those administered by Section 14 of the Arlington County Zoning Ordinance;
 - B. A pick-up and drop-off circulation and operations plan
 - C. Provide written documentation of efforts to coordinate traffic management, during peak drop-off and pick-up times, with the VINCI Early Learning Center, located at 3508 Lee Highway; and
 - D. The applicant establishes and maintains an active, ongoing relationship with Arlington Transportation Partners (ATP), or successor entity, on behalf of this child care center to encourage rideshare, transit, and other modes of transportation for use by employees of this child care center.

The Zoning Division's approval shall be obtained, and the parking spaces shall be created prior to issuance of a Certificate of Occupancy for the child care use.

5. Historic Preservation (Demolition and Land Disturbance Permits)
In the event the site contains a building that is identified and/or surveyed by Arlington County's Historic Preservation Program, the Developer agrees to the following:
 - A. Contact by written notice and permit the staff of the Historic Preservation Program (HPP) to inspect the property and the existing building(s) to identify historic building elements and materials to be salvaged prior to demolition of the buildings. Provisions for such salvage and/or removal of these materials will be the responsibility of the County's HPP and will not be at the expense of the applicant. Lastly, the staff of the HPP will be allowed to conduct photograph documentation of the exterior and interior of the existing buildings during said inspection and prior to demolition.
6. Documentation of Historical Artifacts, Features and Buildings (Footing to Grade Permit)
 - A. The applicant agrees to submit documentation to Arlington County Historic Preservation Program, Neighborhood Services Division (HPP), regarding any historical artifact or historical natural feature uncovered during construction on the site prior to the issuance of the Footing to Grade Permit for the building, or each building in a multi-building project. This documentation shall include written notation describing the artifact or natural feature, color photographs, and mapping of the location and/or depth of the site excavation at which the item was found.

- B. In the event an historical artifact or natural feature is found on the site, and is to be disturbed or removed from the site during construction, the applicant agrees to contact the HPP before removing or disturbing the artifact or natural feature. Arlington County shall be given the opportunity to accept donation of the artifact or natural feature before the item is offered to any other organization or individual.
 7. The applicant agrees to obtain Virginia Department of Transportation approval for the relocation of the curb cuts along Lee Highway prior to any Land Disturbance permit.
 8. The applicant agrees to provide Dominion Energy the opportunity to underground the above ground transformer, located at the northeast corner of the property, and provide their written response to the Zoning Division prior to the issuance of Land Disturbance permits.
 9. The applicant agrees that the design and layout of The Children's House Montessori School shall substantially conform with the conceptual drawings submitted as part of this application and dated January 31, 2020 by *Bowie/Gridely Architects*. Other minor modifications of the approved drawings may be made through administrative change approved by the Zoning Administrator.
 10. The Zoning Administrator may, for good cause shown and through the administrative change process, allow modifications to the timing of Conditions #7 and #8.
 11. The applicant agrees to maintain at least 65% transparency on the ground floor windows facing Lee Highway.
9. U-3575-19-1 Use Permit for a family day care home for up to 12 children for Indira Chapagain Koirala; located at 210 S. Glebe Road (RPC# 23-009-033).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the use permit for a family day care home for up to 12 children for Indira Chapagain Koirala, subject to the proposed conditions of the staff report, and with a County Board review in one (1) year (February 2021).

[Board Report #9](#)

The approved Use Permit conditions read as follows:

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations the Virginia Fire Prevention Code; the Arlington County Zoning Ordinance the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.
 2. The applicant agrees that the hours of operation of the day care will be limited to 8:00 a.m. to 5:45 p.m. Monday through Friday.
 3. The applicant agrees that parents and/or another authorized caregiver of children receiving care shall escort the children both to and from the home at all times.
 4. The applicant agrees to make at least one (1) unobstructed off-street parking space available to parents for pick-up and drop-off. Such off-street parking shall at no time obstruct any public right-of-way or impede access to any neighboring property or driveway. The applicant further agrees to park personal vehicles in the available on-street parking if needed to ensure that there is an available off-street parking space for the parents to use.
10. U-3576-19-1 Use Permit for a family day care home for up to 12 children (Garden of Dreams); located at 2417 Washington Blvd. (RPC# 18-059-001).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the use permit for a family day care home for up to 12 children (Garden of Dreams), subject to the proposed conditions of the staff report, and with a County Board review in one (1) year (February 2021).

[Board Report #10](#)

The approved Use Permit conditions read as follows:

1. The applicant agrees to comply with all applicable requirements set forth in all applicable ordinances, codes, and regulations, including but not limited to the currently adopted editions of the Virginia Uniform Statewide Building Code, Parts I, II, and III, and its related regulations; the Virginia Fire Prevention Code, the Arlington County Zoning Ordinance; the Arlington County Health Regulations; and the Arlington County Child Care Center Regulations. Furthermore, the applicant agrees to actively and promptly pursue obtainment of all required associated building and operational permits and occupancy certificates from the various administrative and regulating agencies.
2. The applicant agrees that the hours of operation of the day care will be limited to 7:30 a.m. to 5:30 p.m., Monday through Friday.
3. The applicant agrees that parents and/or another authorized caregiver of children receiving care shall escort the children both to and from the home at all times.
4. The applicant agrees to make at least one (1) unobstructed off-street parking space available to parents for pick-up and drop-off. Such off-street parking shall at no time obstruct any public right-of-way or impede access to any neighboring property or driveway. The applicant further agrees to park personal vehicles in the available on-street parking if needed to ensure that there is an available off-street parking space for the parents to use.

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Ordinances, Plans and Policies

11. GP-349-19 Reprinting of the General Land Use Plan (GLUP), including booklet and map, to incorporate revisions that have occurred since the last printing in 2011, introduce a GLUP Public Facility map and table, and make organizational and editorial changes.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the below Resolution to: Reprint the General Land Use Plan (GLUP) map, reflecting all amendments and other map updates made since the last reprinting (2011) through February 2020, as shown in Attachment 1 and Attachment 2; Reprint of the General Land Use Plan (GLUP) booklet, as shown in Attachment 3; and Add a new GLUP Public Facility map and table, as shown in Attachment 4 and Attachment 3.

[Board Report #11](#)

[Board Report #11-Attachment 1 \(GLUP-Front \)](#)

[Board Report #11-Attachment 2 \(GLUP-Back \)](#)

[Board Report #11-Attachment 1 \(GLUP-Public Facilities Map \)](#)

[#11-Letter from the Planning Commission \(Posted 02-09-2020\)](#)

The adopted resolution reads as follows:

**RESOLUTION ADOPTING AN AMENDMENT TO THE GENERAL LAND USE PLAN
(GLUP) MAP**

WHEREAS, the County Board of Arlington County has been presented with the proposed reprinting of the General Land Use Plan including booklet and map, to incorporate revisions that have occurred since the last printing in 2011, introduce a GLUP Public Facility map and table, and make organizational and editorial changes.

WHEREAS, the County Manager has recommended that the proposed reprinting of the GLUP be adopted; and

WHEREAS, the Planning Commission recommended adoption of the proposed GLUP reprinting at their February 10, 2020 meeting; and

WHEREAS, the County Board of Arlington County has considered the foregoing recommendations and the purposes of the GLUP and Comprehensive Plan as set forth in these documents and the Code of Virginia; and

WHEREAS, the County Board of Arlington County held a duly advertised public hearing on the proposed reprinting to the GLUP on February 22, 2020.

NOW, THEREFORE, be it resolved that, based on the aforementioned considerations, deliberations and all public comments, the County Board of Arlington County hereby adopts the proposed reprinting of the GLUP as shown in Attachment 1, 2, 3, and 4.

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*** Non-Public Hearing Items (Items 12-23) County Board members ONLY may request removal of the following items:**

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Capital Projects

- 12. Award of Contract No. 20-074-ITB to Crown Construction Service, Inc. for construction services for park renovations at Edison Park, located at 213 N. Edison St., Arlington, Va. 22203.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the Award of Contract No. 20-074-ITB in the amount of \$822,166.76 to Crown Construction Service, Inc. and approve an allocation of \$82,216.68 as a contingency for change orders, for a total contract authorization of \$904,383.44, and authorized the Purchasing Agent to execute the contract documents, subject to legal review by the County Attorney.

[Board Report #12](#)

[Addendum – Vicinity Maps](#)

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Appropriations, Grant Applications and Other Contracts

- 13. Second amendment to each of the County’s existing incentive grant agreements with Grant Thornton, LLP: (1) the Commonwealth’s Development Opportunity Fund (COF) Grant Performance Agreement, and (2) the Economic Development Incentive (EDI) Grant Agreement.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the attached: (1) Second Amendment to the COF Grant Performance Agreement among Arlington County, the Arlington County Industrial Development Authority (IDA), the Virginia Economic Development Partnership (VEDP) and Grant Thornton, and (2) Second Amendment to the EDI Grant Agreement among Arlington County, the IDA and Grant Thornton, and authorized the County Manager to sign, on behalf of the County Board: (1) the Second Amendment to the COF Grant Performance Agreement, and (2) the Second Amendment to the EDI Agreement, both subject to approval as to form by the County Attorney.

[Board Report #13](#)

[Addendum – Amended Grant and EDI Agreements](#)

14. Memorandum of Understanding (MOU) between Arlington County Department of Human Services (DHS) and the Northern Virginia Healthcare Center at Birmingham Green (NVHC) for the delivery of mental health support services.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the MOU (Attachment A) between Arlington County Department of Human Services and the Northern Virginia Healthcare Center at Birmingham Green to establish protocols for the delivery of intensive multi-disciplinary mental health support services, and authorized the County Manager or his designee to execute and amend the MOU on behalf of the County Board in a form approved by the County Attorney.

[Board Report #14](#)

[Addendum – MOU](#)

15. Acceptance and appropriation of Virginia Department of Behavioral Health and Developmental Services (DBHDS) grant funding to the Department of Human Services for opioid use disorder treatment staffing and operations.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board authorized the County Manager or his designee to accept \$100,000 in Virginia Department of Behavioral Health and Developmental Services grant funds, and to execute required grant agreements in a form approved by the County Attorney, appropriated \$100,000 in Virginia Department of Behavioral and Developmental Services grant funds (101.364501) to the Department of Human Services (101.52341) for opioid use disorder staffing and operations, and authorized the creation of 0.5 permanent full-time employee (FTE).

[Board Report #15](#)

16. Acceptance and appropriation of a \$200,000 donation from the Arlington Community Foundation to the Department of Human Services (DHS), acting as the local board of social services, to establish a child care scholarship program.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board authorized the County Manager or his designee to establish the Shared Prosperity Child Care Scholarship Program, to be administered by the Department of Human Services, acting in its capacity as Arlington's local board of social services, authorized the County Manager or his designee to accept a \$200,000 donation from the Arlington Community Foundation to provide child care scholarships through the Shared Prosperity Child Care Scholarship Program, appropriated the \$200,000 donation from the Arlington Community Foundation (101.350900) to the Department of Human Services (101.51152) to fund the Shared Prosperity Child Care Scholarship Program, and authorized the County Manager or his designee to donate the \$200,000 from the Arlington Community Foundation to Arlington's local board of social services.

[Board Report #16](#)

17. Memorandum of Understanding with The Virginia National Guard (VANG) providing counter drug support to the Arlington County Police Department's (ACPD) Organized Crime Section.

Item #17 was removed from the agenda and will be brought to the Board at a later date.

[Board Report #17](#)

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Acquisitions or Leases of Real Property

- 18. Deed of resubdivision, vacation and rededication by the County Board for property known as Part of Greenwell Tract, and Pt. Lots 22-25, Lot 26 and Lot 32, Cottage Park, 4845 Lee Highway (RPC #08-001-054); Lot 27 and 28, Cottage Park, 2211 N. Culpeper St. (RPC #08-001-055) and Lot 29, Cottage Park, 2215 N. Culpeper St. (RPC #08-001-056), associated with the construction of a new Fire Station Number 8.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the attached Deed of Resubdivision, Vacation and Rededication by the County Board for property known as Part of Greenwell Tract, and Pt. Lots 22-25, Lot 26 and Lot 32, Cottage Park, 4845 Lee Highway (RPC #08-001-054); Lot 27 and 28, Cottage Park, 2211 N. Culpeper St. (RPC #08-001-055) and Lot 29, Cottage Park, 2215 N. Culpeper St. (RPC #08-001-056) (collectively, "County Property"), and authorized the Real Estate Bureau Chief, or his designee, to execute the attached Deed of Resubdivision, Vacation and Rededication ("Resubdivision Deed") and all other deeds, plats and other documents necessary to subdivide the County Property, subject to the approval of such documents as to form by the County Attorney.

[Board Report #18](#)

[Addendum – Deed of Resubdivision, Vacation, and Rededication](#)

- 19. Deed of easement from Maria R. Bustillo, Miguel A. Bustillo, and Gloria E. Bustillo, Trustees under the Bustillo Living Trust dated August 12, 2002, to the County Board of Arlington County, Virginia for public sidewalk, bus stop, and utilities purposes on eighteen (18) square feet of land located at 4739 Washington Blvd., Arlington, Va. (RPC # 07-035-001).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the attached Deed of Easement from Maria R. Bustillo, Miguel A. Bustillo, and Gloria E. Bustillo, Trustees under the Bustillo Living Trust dated August 12, 2002, to the County Board of Arlington County, Virginia for public sidewalk, bus stop, and utilities purposes on eighteen (18) square feet of land located at 4739 Washington Blvd., Arlington, Va. (RPC # 07-035-001); and authorized the Real Estate Bureau Chief or his designee to accept the Deed of Easement on behalf of the County Board, subject to approval as to form by the County Attorney.

[Board Report #19](#)

[Addendum – Deed of Easement](#)

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Requests to Advertise

- 20. Request to authorize advertisement of public hearings by the Planning Commission and the County Board on the County Boards' "Own Motion" to consider a Phased Development Site Plan (SP #454) within 120 days from the application submission date.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the attached resolution to authorize advertisement of public hearings by the Planning Commission and County Board at their respective hearing dates in March 2020, to consider the subject Phased Development Site Plan (SP #454) that encompasses the site area of three (3) separate Final Site Plan applications located within Crystal City.

[Board Report #20](#)

The adopted resolution reads as follows:

RESOLUTION TO AUTHORIZE ADVERTISEMENT OF A PUBLIC HEARING BY THE PLANNING COMMISSION AND COUNTY BOARD AT THEIR RESPECTIVE MEETINGS IN MARCH 2020 TO CONSIDER A PHASED DEVELOPMENT SITE PLAN (SP #454) ENCOMPASSING PROPERTY LOCATED AT 223 23RD STREET SOUTH, 1900 CRYSTAL DRIVE, AND 101 12TH STREET SOUTH, AS SHOWN APPROXIMATELY ON THE

ATTACHED "EXHIBIT A - MAP"; IN ACCORDANCE WITH THE GENERAL LAND USE PLAN, THE PUBLIC HEALTH, SAFETY, WELFARE, AND CONVENIENCE AND GOOD ZONING PRACTICE.

The County Board of Arlington County hereby resolves to authorize advertisement for public hearings by the Planning Commission and County Board at their respective meetings in March 2020 to consider a Phased Development Site Plan (PDSP #454) encompassing property located at 223 23rd Street South, 1900 Crystal Drive, and 101 12th St. S., as shown approximately on the attached "Exhibit A - Map"; in accordance with the General Land Use Plan, the public health, safety, welfare, and convenience and good zoning practice.

21. Request to advertise a public hearing by the County Board to consider an update to the Maywood Design Guidelines for the Maywood Local Historic District (Z-2686-90-HD).

On the Consent Agenda vote, after a duly advertised public hearing, the County Board adopted the below resolution to authorize the advertisement of a public hearing by the County Board on March 21, 2020, to consider adoption of an update to the *Maywood Design Guidelines* (see Attachment B) for the Maywood Local Historic District (Z-2686-90-HD).

[Board Report #21](#)

The adopted resolution reads as follows:

RESOLUTION TO AUTHORIZE ADVERTISEMENT OF A PUBLIC HEARING AT THE MARCH 21, 2020, COUNTY BOARD MEETING TO CONSIDER ADOPTION OF AN UPDATE TO THE MAYWOOD HOMEOWNER'S HANDBOOK: DESIGN GUIDELINES FOR THE MAYWOOD LOCAL HISTORIC DISTRICT (Z-2686-90-HD) TO ALLOW FOR ADMINISTRATIVE CERTIFICATES OF APPROPRIATENESS (ACoAs) TO BE REVIEWED AND ISSUED BY THE HISTORIC PRESERVATION PROGRAM STAFF RATHER THAN AS CERTIFICATES OF APPROPRIATENESS (CoAs) REVIEWED AND ISSUED BY THE ARLINGTON COUNTY HISTORICAL AFFAIRS AND LANDMARK REVIEW BOARD (HALRB) FOR SPECIFIC CATEGORIES OF RENOVATION AND SITE IMPROVEMENT PROJECTS IN THE HISTORIC DISTRICT PURSUANT TO THE ADMINISTRATIVE CERTIFICATE OF APPROPRIATENESS ADDENDUM TO THE MAYWOOD HOMEOWNER'S HANDBOOK: DESIGN GUIDELINES ON FILE WITH THE ARLINGTON COUNTY HISTORIC PRESERVATION STAFF.

The County Board of Arlington County hereby resolves to authorize advertisement of a public hearing on March 21, 2020, for the County Board to consider adoption of an update to the *Maywood Homeowner's Handbook: Design Guidelines* for the Maywood Local Historic District (Z-2686-90-HD) to allow for Administrative Certificates of Appropriateness (ACoAs) to be reviewed and issued by the Historic Preservation Program staff rather than as Certificates of Appropriateness (CoAs) reviewed and issued by the Arlington County Historical Affairs and Landmark Review Board (HALRB) for specific categories of renovation and site improvement projects in the historic district pursuant to the Administrative Certificate of Appropriateness Addendum to the Maywood Homeowner's Handbook: Design Guidelines on file with the Arlington County Historic Preservation Staff.

22. Request to authorize advertisement of an amendment to the Master Transportation Plan (MTP) Map to add new sections of North Nash Street and North Meade Street to the north of Lee Highway.

On the Consent Agenda vote, after a duly advertised public hearing, the County Board Adopt the attached Resolution to authorize advertisement of public hearings to be held at the March 9, 2020, Planning Commission meeting and the March 21, 2020, County Board meeting to consider an amendment of the Master Transportation Plan (MTP) Map to add new sections of North Meade Street and North Nash Street immediately north of Lee Highway.

[Board Report #22](#)

[#22-Letter from the Public \(Posted 02-19-2020\)](#)

The adopted resolution reads as follows:

RESOLUTION TO AUTHORIZE ADVERTISEMENT OF PUBLIC HEARINGS BY THE PLANNING COMMISSION ON MARCH 9, 2020, AND THE COUNTY BOARD ON MARCH 21, 2020, TO CONSIDER AN AMENDMENT TO THE MASTER TRANSPORTATION PLAN (MTP) MAP TO ADD NEW SECTIONS OF NORTH NASH STREET AND NORTH MEADE STREET IMMEDIATELY NORTH OF WESTBOUND LEE HIGHWAY.

The County Board of Arlington hereby resolves that the Master Transportation Plan (MTP) Map amendment to add new sections of North Nash Street and North Meade Street immediately north of westbound Lee Highway, shall be advertised for public hearings to be held by the Planning Commission on March 9, 2020, and by the County Board on March 21, 2020.

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Other (Housing Loans, Minutes, etc.)

23. Minutes

On the Consent Agenda vote, after a duly advertised public hearing, the County Board approved the minutes of the December 17, 2019 Closed session and the January 25 and 28 Regular and Recessed Meetings.

[#25-Minutes for the County Board December 17, 2019, Closed Session](#)

[#25-Minutes from the County Board January 25, 2020, Regular Meeting](#)

[#25-Minutes from the County Board January 28, 2020, Recessed Meeting](#)

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III. REGULAR HEARING ITEMS

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24. SP #453 Site Plan, 1731 N. Veitch St. and a portion of 1700 N. Uhle St.

- A. PDSP #161 Phased Development Site Plan Amendment to remove an approximately 6,444-square-foot portion of the parcel of real property known as 1700 N. Uhle St. from the subject PDSPs site area, and to amend the density allocation table in Condition #3; located at 1700 N. Uhle St. (RPC #16-028-005).
- B. SP #161-4 1731 Site Plan Amendment to remove an approximately 6,444-square-foot portion of the parcel of real property known as 1700 N. Uhle St. from the subject site plans site area; located at 1700 N. Uhle St. (RPC #16-028-005).
- C. Z-2618-19-1 Rezoning from RA7-16 Multiple-Family Dwelling District to RA8-18 Multiple-Family Dwelling District, for a portion of the parcel of real property known as 1700 N. Uhle St. approximately 6,444 square feet and identified as RPC #16-028-005.
- D. SP #453 Site Plan to construct seven townhouse units; located at 1731 N. Veitch St. and a portion of 1700 N. Uhle St. (RPC #16-028-004 and -005).

On a motion by KATIE CRISTOL, Member, seconded by LIBBY GARVEY, Chair, the County Board adopted the ordinance (attached to the staff report) to amend Phased Development Site Plan #161 to remove approximately 6,444 square feet from a portion of the property known as 1700 N. Uhle St. (RPC #16-028-005) from the Colonial Village PDSP, subject to all previously approved conditions, and with a revision to condition #3, adopted the ordinance (attached to the staff report) to amend Site Plan #161-4 to remove

approximately 6,444 square feet from a portion of property known as 1700 N. Uhle St. (RPC #16-028-005), subject to all previously approved conditions, adopted the ordinance (attached to the staff report) to rezone approximately 6,444 square feet of a portion of the property known as 1700 N. Uhle St. (RPC: #16-028-005) from "RA7-16" Zoning District to "RA8-18" Zoning District, and adopted the ordinance (attached to the staff report) to approve Site Plan #453 to allow for the construction of seven (7) townhouse units, with modification of Zoning Ordinance requirements for front and side setbacks, and visitor parking, and all other modifications as necessary to achieve the proposed development project, subject to the conditions of the ordinance.

The motion was adopted and carried by a vote of 4 to 0, the voting recorded as follows: LIBBY GARVEY, Chair - Aye, ERIK GUTSHALL, Vice Chair - Absent, MATT DE FERRANTI, Member – Aye, KATIE CRISTOL, Member - Aye, CHRISTIAN DORSEY, Member - Aye.

[#24-Staff Presentation](#)

[Board Report #24 \(Posted 02-20-2020\)](#)

[Board Report #24-Attachment \(4.1 Drawings, Posted 02-20-2020\)](#)

[#24-Letter from the Planning Commission \(Posted 02-19-2020\)](#)

[#24-Letters from the Public \(Updated 02-21-2020\)](#)

[Addendum – PDSP Amendment](#)

[Addendum – Rezoning Ordinance](#)

[Addendum – Site Plan Amendment Ordinance](#)

[Addendum – Site Plan Ordinance](#)

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25. **Request for the County Board to: (i) commit to providing subsidized funding for the Arlington View Terrace redevelopment project by (a) allocating \$7,257,000 in Fiscal Year 2020 Affordable Housing Investment Fund loan funds, and (b) allocating \$984,000 in Transit Oriented Affordable Housing funds, for use by AHC Inc. (or its designated affiliate) to help finance the proposed redevelopment project, and (ii) adopt the resolution (attached to the staff report) designating the area encompassing Arlington View Terrace Apartments as a "revitalization area" pursuant to Virginia Code Section 36-55.30:2.**

On a motion by MATT DE FERRANTI, Member, seconded by CHRISTIAN DORSEY, Member, the County Board allocated \$7,257,000 of FY 2020 Affordable Housing Investment Fund (AHIF) funds (101.495130.91102) to AHC Inc. or its designated County-approved ownership affiliate (AHC) (101.456300.91102), as an AHIF residual receipts loan to help finance AHC's proposed redevelopment of a portion of Arlington View Terrace Apartments (Attachment 1) (AVT Project). The proposed \$7,257,000 AHIF residual receipts loan is subject to the allocation of federal 9% Low-Income Housing Tax Credits (LIHTCs) from the Virginia Housing Development Authority (VHDA) to AHC for the AVT Project in 2020, and the approval of final AHIF residual receipt loan documents by the County Board. The financing assistance would be in the form of a subordinated residual receipts loan subject to the loan terms and conditions outlined in this report (Attachment 2). In addition, the Board allocated \$984,000 of FY 2020 Transit Oriented Affordable Housing (TOAH) funds to AHC (336.455100.72402) to assist AHC with the payment of certain County fees and infrastructure costs related to the AVT Project. The proposed \$984,000 in TOAH funding is subject to the allocation of federal 9% LIHTCs from VHDA to AHC for the AVT Project in 2020 and the approval of the final terms and conditions as set forth in the TOAH financing documents by the County Board. **In addition, the board adopted the attached Revitalization Area Resolution to designate the Arlington View Terrace property at 1420 South Rolfe Street as a Revitalization Area pursuant to Section 36-55.30:2 of the Code of Virginia, as amended (Attachment 3).**

The motion was adopted and carried by a vote of 4 to 0, the voting recorded as follows: LIBBY GARVEY, Chair - Aye, ERIK GUTSHALL, Vice Chair - Absent, MATT DE FERRANTI, Member – Aye, KATIE CRISTOL, Member - Aye, CHRISTIAN DORSEY, Member - Aye.

[#25-Staff Presentation](#)

[Board Report #25 \(Posted 02-19-2020\)](#)

[Addendum – Attachment A](#)

[Addendum – Attachment B](#)

[Addendum – Attachment C](#)

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IV. ADDITIONAL ITEMS

Without objection, at 10:35 AM, the Board adjourned.

ATTEST:

Libby Garvey, Chair

Kendra Jacobs, Clerk
Approved: March 21, 2020

Tab K.2

Surveyor's Certification of Proximity to
Public Transportation using Virginia
Housing template

Surveyor's Certification of Proximity to Transportation

DATE: January 15, 2024

TO: Virginia Housing Development Authority
601 South Belvidere Street
Richmond, VA 23220-6500

RE: 2024 Tax Credit Reservation Request
Name of Development: Terraces at Arlington View West
Name of Owner: AHC LP – 32 Terraces West

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 ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **or**
- 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.



Walter L. Phillips, Inc.
Firm Name

By: 

Travis P. Brown, P.E.

Its: Senior Project Manger
Title

2024

Tab L:

PHA / Section 8 Notification Letter

PHA or Section 8 Notification Letter

If you have any questions, please contact the Tax Credit Department at taxcreditapps@virginiahousing.com. **General Instructions**

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

NOTE: Any change to this form letter may result in a reduction of points under the scoring system.

PHA or Section 8 Notification Letter

Date _____

To _____

RE: Proposed Affordable Housing Development

Name of Development _____

Name of Owner _____

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 _____ (date).

The following is a brief description of the proposed development:

Development Address _____

Proposed Improvements:

- New Construction: _____ #Units _____ #Buildings
- Adaptive Reuse: _____ #Units _____ #Buildings
- Rehabilitation: _____ #Units _____ #Buildings

Proposed Rents:

- Efficiencies: \$ _____ /month
- 1 Bedroom Units: \$ _____ /month
- 2 Bedroom Units: \$ _____ /month
- 3 Bedroom Units: \$ _____ /month
- 4 Bedroom Units: \$ _____ /month

Other Descriptive Information:

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 (____) ____ - ____ .

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name _____

Title _____

To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By Vanessa A. Street

Printed Name: Vanessa A. Street _____

Title Executive Director _____

Phone _____

Date _____

Tab M:

Intentionally Blank

Section is not required for this application

Tab N:

Homeownership Plan

Section is not relevant for this application

Tab O:

Plan of Development Certification Letter

Section is not relevant for this application

Tab P:

Zero Energy or Passive House documentation for
prior allocation by this developer

Section is not relevant for this application

Tab Q:

Documentation of Rental Assistance, Tax Abatement
and/or existing RD or HUD Property



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Multifamily Northeast Region
Baltimore Satellite Office
District of Columbia Field Office
820 First Street, NE – Suite 300
Washington, DC 20002

AHC Terraces West LLC
c/o AHC Inc.
2230 North Fairfax Drive, Suite 100
Arlington, Virginia 22201

SUBJECT: Assumption and Assignment of HAP Contract to New Tax Credit Owner

Project Name: Arlington View Terrace
Section 8 Number: VA390009002
Project Location: 1429 S. Rolfe Street
Arlington, Virginia 22204

The Department of Housing and Urban Development (“**HUD**”) has been working with AHC Inc. (“**AHC**”) and its subsidiary, AHC Limited Partnership-3 (the “**Current Owner**”), to advance the redevelopment of Arlington View Terrace, a 47-unit apartment complex located at 1429 S. Rolfe Street, Arlington, Virginia 22204 (the “**Existing Project**”) owned by the Current Owner. All of the units at the Existing Project are currently assisted under a Section 8 Housing Assistance Payments Contract (VA390009002) (the “**Existing HAP**”). The Current Owner previously subdivided the site and conveyed a 30-unit building on one of the parcels to AHC LP – 30 Arlington View (the “**East Owner**”). The East Owner subsequently demolished and replaced those 30 units with a new 77-unit building (the “**Phase 1 Project**”). In connection with the Phase 1 Project, HUD approved (i) the bifurcation of the Existing HAP (which previously included 77 units) into two HAP Contracts, with 47 units remaining under the Existing HAP and 30 units being assigned to a new HAP contract (the “**New East HAP**”), and (ii) the assignment of the New East HAP to the East Owner.

On February 8, 2024, HUD received a memorandum from your counsel, Klein Hornig LLP, summarize AHC’s plan to redevelop Arlington View Terrace (the “**Existing Project**”) and to request that HUD provide a comfort letter regarding the proposed assignment of HAP Contract VA390009002 (the “**HAP Contract**”) in connection with the redevelopment. The Current Owner now proposes to convey the Existing Project to AHC Terraces West LLC (the “**New West Owner**”) so the New West Owner can demolish and replace the Existing Project with a new 78-unit building (the “**West Redevelopment**”) financed with Low Income Housing Tax Credits. The New West Owner will be a new special purpose entity that will be controlled by AHC. The low-income housing tax credit application will be submitted in March 2024 and construction financing is expected to close in June 2025 (the “**Closing**”). Completion of the New Building is anticipated in spring of 2027.


AHC Limited Partnership-3 (the “**Current Owner**”) is preparing to submit an application seeking HUD’s approval to, among other activities, assign the Existing HAP to New West Owner. AHC must request HUD’s prior approval for these actions as the West Redevelopment progresses and HUD’s approval will be conditioned on processing of the assignment in accordance with HUD’s current

guidelines related to the Assignment, Assumption and Amendment of HAP contracts, including, but not limited to, the Previous Participation process and HUD's Determinative Criteria review. HUD understands that in order to move forward with planning for the West Redevelopment, AHC Limited Partnership-3 need HUD's guidance on the feasibility of the proposed assignment and renewal.

HUD welcomes and encourages opportunities for redevelopment within the communities outlined in the proposed West Redevelopment and as described to us by your counsel and in our conversations with them. Because the approvals described above are critical to determining the feasibility of the West Redevelopment, HUD will continue to review the assignment package, provided that AHC submits a timely request demonstrating compliance with all of HUD's then current guidelines related to the Assignment, Assumption and Amendment of Housing Assistance Payment (HAP) contracts, including, but not limited to, the Previous Participation process and HUD's Determinative Criteria review, HUD could be available to execute an Assignment, Assumption and Amendment Agreement assigning the Existing HAP from the Current Owner to the New West Owner upon the New West Owner's acquisition of the Existing Project.

We hope that this letter assists you with your planning of the proposed West Redevelopment. We look forward to reviewing further submissions as the redevelopment moves forward. If you have any questions, please contact Cabrinna Green, Account Executive at (202) 275-6285 or via email cabrinna.l.green@hud.gov.

Sincerely,

 Digitally signed by
Michelle D. Porter
Date: 2024.03.11
15:57:02 -04'00'

Michelle D. Porter
Account Executive Branch Chief
Multifamily Housing Asset Management
District of Columbia Field Office

**ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT
SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT**

THIS ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT SECTION 8 HOUSING ASSISTANCE PAYMENTS CONTRACT (herein called the "Agreement") is made this 5th day of March, 2024, by the United States of America, acting through the U.S. Department of Housing and Urban Development (herein called "the Contract Administrator"), AHC Limited Partnership-3, a Virginia limited partnership (herein called "the Seller"), and AHC Terraces West LLC, a Virginia limited liability company (herein called "the Buyer").

WHEREAS, the Contract Administrator and Arlington View Terrace Associates, a Virginia limited partnership ("Prior Owner"), pursuant to Section 8 of the United States Housing Act of 1937, 42 U.S.C. 1437(f), entered into a Section 8 Housing Assistance Payments Contract (herein called the "HAP Contract") identified as HAP Contract Number VA390009002 for units in Arlington View Terrace (herein called "the Property"), a copy of which is attached hereto as "Exhibit A". Said HAP Contract executed by the Prior Owner and approved by HUD, dated December 17, 1982, and assigned to Seller by that certain Assignment of Housing Assistance Payment Contract and approved by HUD, dated September 1, 2001;

WHEREAS, the Seller and Buyer, entered into an option to purchase the Property (the "Option", which such Option involved an intervening option between Seller and AHC Service Corporation, a Virginia corporation), wherein the Seller and Buyer agree to enter into a purchase agreement for Buyer to acquire the Property from Seller, and Buyer has agreed to accept the assignment of and assume all obligations under the HAP Contract;

WHEREAS, the Buyer will submit to the Secretary of HUD (herein called "the Secretary") an application and documents in support thereof (herein collectively referred to as the "Application") requesting, and this Agreement shall be conditioned upon, the Secretary's approval of the proposed assignment of the HAP Contract to the Buyer in connection with the aforesaid Option; and

WHEREAS, the Seller and the Buyer mutually desire to assign the HAP Contract; and it is necessary to, and the Contract Administrator and the Buyer mutually desire to, amend the HAP Contract to allow for physical inspections in accordance with 24 CFR Part 5, Subpart G and require financial reporting in accordance with 24 CFR Part 5, Subpart H.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) in hand paid and other good consideration, the receipt of which is hereby acknowledged, and in order to comply with the requirements of the Secretary, the National Housing Act of 1937, and the regulations adopted pursuant thereto, the parties hereto agree as follows:

1. The Seller hereby irrevocably assigns the HAP Contract to the Buyer together with all rights and obligations in and under said HAP Contract, conditioned upon the approval of the Application.
2. Effective as of the date of this Agreement, and conditioned upon the approval of the Application, the Buyer agrees to assume and to be bound by said HAP Contract as modified herein, and is responsible for filing the Annual Financial Statement ("AFS") from the date of this Agreement through the end of the Buyer's fiscal year.
3. Effective as of the date of this Agreement, the Seller is released from any future obligations under the HAP Contract, excepting that the Seller shall remain responsible for filing the AFS

through the day before this Agreement if said HAP Contract includes an AFS filing requirement. Nothing in this Agreement shall waive, compromise, impair, or prejudice any right HUD may have against the Seller for any violation of the HAP Contract that may have occurred prior to the date of this Agreement.

4. Reserved.
5. This Agreement shall be construed under the laws of the State of Virginia and to the extent inconsistent with the laws of the State of Virginia, the laws of the United States of America. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.
7. The Secretary, by the signature of his authorized representative below, consents to assignment made hereby. Said consent shall be void ab initio if the Secretary determines that Buyer, or any principal or interested party of the Buyer, is debarred, suspended or subject to a limited denial of participation under 24 CFR Part 24, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or nonprocurement programs.

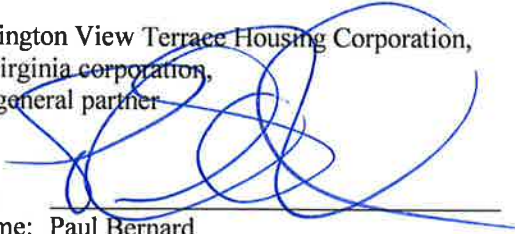
NOTHING in this Agreement shall in anyway impair the HAP Contract or alter, waive, annul, vary or affect any provision, condition, covenant therein, except as herein specifically provided, or affect or impair any rights, powers, or remedies under the HAP Contract, it being the intent of the parties hereto that the terms and conditions of the HAP Contract shall continue in full force and effect except as amended hereby.

IN WITNESS WHEREOF, the undersigned, including Seller, the Buyer and the Contract Administrator have caused this Agreement to be executed.

SELLER:


AHC LIMITED PARTNERSHIP-3,
a Virginia limited partnership

By: Arlington View Terrace Housing Corporation,
a Virginia corporation,
its general partner

By: 
Name: Paul Bernard
Title: President

[Signatures Continue on Following Pages]

AHC SERVICE CORPORATION,
a Virginia corporation

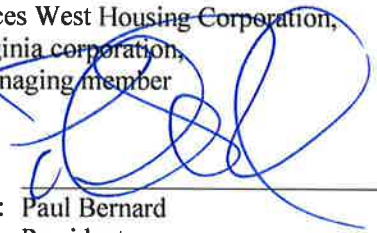
By: 
Name: Paul Bernard
Title: President

[Signatures Continue on Following Pages]

BUYER:

AHC TERRACES WEST LLC,
a Virginia limited liability company

By: Terraces West Housing Corporation,
a Virginia corporation,
its managing member

By: 
Name: Paul Bernard
Title: President

[Signatures Continue on Following Page]

CONTRACT ADMINISTRATOR (HUD or PHA):

U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

By: _____

Name: _____

Title: _____

Exhibit A

HAP Contract

[Exhibit appears on the next page.]

DUNS# 00035262

Attachment 11-2

**U.S. Department of Housing and Urban Development
Office of Housing**

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT

MULTI-YEAR TERM

Arlington View Terrace (VA390009002)

OMB Control #2502-0587

"Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected for obtaining a signature on legally binding documents and will be used to enforce contractual obligations. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it has a currently valid OMB control number. No confidentiality is assured."

PREPARATION OF CONTRACT

Reference numbers in this form refer to notes at the end of the contract text. These endnotes are instructions for preparation of the Basic Renewal Contract. The instructions are not part of the Renewal Contract

(HUD-9637)

Basic Renewal Contract
Multi-Year Term
REV-11-05-2007

TABLE OF SECTIONS

| | |
|--|----------|
| 1 CONTRACT INFORMATION | 1 |
| PROJECT | 1 |
| TYPE OF RENEWAL | 1 |
| 2 TERM AND FUNDING OF RENEWAL CONTRACT | 2 |
| 3 DEFINITIONS | 3 |
| 4 RENEWAL CONTRACT | 4 |
| a Parties | 4 |
| b Statutory authority | 4 |
| c Expiring Contract | 5 |
| d Purpose of Renewal Contract | 5 |
| e Contract units | 5 |
| 5 EXPIRING CONTRACT -- PROVISIONS RENEWED | 5 |
| 6 CONTRACT RENT | 6 |
| a Initial contract rents | 6 |
| b Contract rent adjustments | 6 |
| (1) OCAF or Budget-Based Rent Adjustments | 6 |
| (2) Comparability adjustments | 7 |
| (a) Applicability | 7 |
| (b) Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable) | 7 |

| | |
|--|-----------|
| (c) Mid-term adjustment (discretionary comparability adjustment within 5-year term) | 8 |
| (d) Adjusting contract rent | 8 |
| (3) Procedure for rent adjustments during renewal term | 8 |
| (4) No other adjustments | 9 |
| 7 OWNER WARRANTIES | 9 |
| 8 OWNER TERMINATION NOTICE | 9 |
| 9 HUD REQUIREMENTS | 9 |
| 10 STATUTORY CHANGES DURING TERM | 10 |
| 11 PHA DEFAULT | 10 |
| 12 EXCLUSION OF THIRD-PARTY RIGHTS | 10 |
| 13 WRITTEN NOTICES | 11 |
| SIGNATURES | 12 |

U.S. Department of Housing and Urban Development
Office of Housing

Project-based Section 8

HOUSING ASSISTANCE PAYMENTS

BASIC RENEWAL CONTRACT¹

MULTI-YEAR TERM

1 CONTRACT INFORMATION²

PROJECT

Section 8 Project Number: VA390009002

Section 8 Project Number of Expiring Contract: Same

FHA Project Number (if applicable): N/A

Project Name: Arlington View Terrace

Project Description:

The property consists of 77 Section 8 units (1 BR with 10 units and 2 BR with 67 units). The property is located at 1429 S Rolfe Street, Arlington, VA 22204-4764 and is in Arlington County.

TYPE OF RENEWAL

- Check this box for a project renewed under Section 524(a) of MAHRA (not including a Mark-Up-To-Market renewal).
- Check this box for a project renewed at exception rents under Section 524(b)(1) of MAHRA.

PARTIES TO RENEWAL CONTRACT

Name of Contract Administrator⁴

Navigate Affordable Housing Partners

Address of Contract Administrator

1827 1st Avenue North, Ste 100
Birmingham, AL 35203

Name of Owner⁵

AHC Limited Partnership 3

Address of Owner

1501 Lee Highway, Suite 303
Arlington, VA 22209

2 TERM AND FUNDING OF RENEWAL CONTRACT

a The Renewal Contract begins on 11/1/2017⁶ and shall run for a period of 20 (Twenty)⁷ years.

b Execution of the Renewal Contract by the Contract Administrator is an obligation by HUD of \$ \$597,816⁸, an amount sufficient to

(HUD-9637)

Basic Renewal Contract
Multi-Year Term
REV-11-05-2007

provide housing assistance payments for approximately 12⁹ months of the first annual increment of the Renewal Contract term.

- c HUD will provide additional funding for the remainder of the first annual increment and for subsequent annual increments, including for any remainder of such subsequent annual increments, subject to the availability of sufficient appropriations. When such appropriations are available, HUD will obligate additional funding and provide the Owner written notification of (i) the amount of such additional funding, and (ii) the approximate period of time within the Renewal Contract term to which it will be applied.

3 DEFINITIONS

ACC. Annual contributions contract.

Anniversary. The annual recurrence of the date of the first day of the term of the Renewal Contract.

Contract rent. The total monthly rent to owner for a contract unit, including the tenant rent (the portion of rent to owner paid by the assisted family).

Contract units. The units in the Project which are identified in Exhibit A by size and applicable contract rents.

Fifth year anniversary. The Renewal Contract annual anniversary that falls at expiration of each 5-year period of the Renewal Contract term.

Fifth year comparability adjustment. An adjustment of contract rents by the contract administrator at the Fifth Year Anniversary. The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

HAP contract. A housing assistance payments contract between the Contract Administrator and the Owner.

HUD. The United States Department of Housing and Urban Development.

HUD requirements. HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract.

MAHRA. The Multifamily Assisted Housing Reform and Affordability Act of 1997 (Title V of Public Law No.105-65, October 27, 1997, 111 Stat. 1384), as amended.

Mid-term comparability adjustment. An adjustment of contract rents by the contract administrator within each 5-year period of the Renewal Contract term (in addition to the comparability analysis and adjustment at the Fifth Year Anniversary). The contract rent for each unit size is set at comparable rent as shown by comparability analysis.

OCAF. An operating cost adjustment factor established by HUD.

PHA. Public housing agency (as defined and qualified in accordance with the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.).

Project. The housing described in section 1 of the Renewal Contract.

Renewal Contract. This contract, including applicable provisions of the Expiring Contract (as determined in accordance with section 5 of the Renewal Contract).

Section 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).

4 RENEWAL CONTRACT

a Parties

- (1)** The Renewal Contract is a housing assistance payments contract ("HAP Contract") between the Contract Administrator and the Owner of the Project (see section 1).
- (2)** If HUD is the Contract Administrator, HUD may assign the Renewal Contract to a public housing agency ("PHA") for the purpose of PHA administration of the Renewal Contract, as Contract Administrator, in accordance with the Renewal Contract (during the term of the annual contributions contract ("ACC") between HUD and the PHA). Notwithstanding such assignment, HUD shall remain a party to the provisions of the Renewal Contract that specify HUD's role pursuant to the Renewal Contract, including such provisions of section 9 (HUD requirements), section 10 (statutory changes during term) and section 11 (PHA default), of the Renewal Contract.

b Statutory authority

The Renewal Contract is entered pursuant to section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f), and section 524 of MAHRA.

c Expiring Contract

Previously, the Contract Administrator and the Owner had entered into a HAP Contract ("expiring contract") to make Section 8 housing assistance payments to the Owner for eligible families living in the Project. The term of the expiring contract will expire prior to the beginning of the term of the Renewal Contract.

d Purpose of Renewal Contract

(1) The purpose of the Renewal Contract is to renew the expiring contract for an additional term. During the term of the Renewal Contract, the Contract Administrator shall make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract.

(2) Housing assistance payments shall only be paid to the Owner for contract units occupied by eligible families leasing decent, safe and sanitary units from the Owner in accordance with statutory requirements, and with all HUD regulations and other requirements. If the Contract Administrator determines that the Owner has failed to maintain one or more contract units in decent, safe and sanitary condition, and has abated housing assistance payments to the Owner for such units, the Contract Administrator may use amounts otherwise payable to the Owner pursuant to the Renewal Contract for the purpose of relocating or rehousing assisted residents in other housing.

e Contract units

The Renewal Contract applies to the Contract units.

5 EXPIRING CONTRACT – PROVISIONS RENEWED

a Except as specifically modified by the Renewal Contract, all provisions of the Expiring Contract are renewed (to the extent such provisions are consistent with statutory requirements in effect at the beginning of the Renewal Contract term).

b All provisions of the Expiring Contract concerning any of the following subjects are not renewed, and shall not be applicable during the renewal term:

-
- (1) Identification of contract units by size and applicable contract rents;
 - (2) The amount of the monthly contract rents;
 - (3) Contract rent adjustments; and
 - (4) Project account (sometimes called "HAP reserve" or "project reserve") as previously established and maintained by HUD pursuant to former Section 8(c)(6) of the United States Housing Act of 1937 (currently Section 8(c)(5) of the Act, 42 U.S.C. 1437f(c)(5)). Section 8(c)(5) does not apply to the Renewal Contract, or to payment of housing assistance payments during the Renewal Contract term.
- c The Renewal Contract includes those provisions of the Expiring Contract that are renewed in accordance with this section 5.

6 CONTRACT RENT

a Initial contract rents

At the beginning of the Renewal Contract term, and until contract rents for units in the Project are adjusted in accordance with section 6b, the contract rent for each bedroom size (number of bedrooms) shall be the initial contract rent amount listed in Exhibit A of the Renewal Contract.

b Contract rent adjustments

(1) OCAF or Budget-Based Rent Adjustments

- (a) Except as provided in section 6b(2) below (concerning comparability adjustments at each Fifth Year Anniversary and discretionary comparability adjustments within each five-year term), during the term of the Renewal Contract the Contract Administrator shall annually, on the anniversary of the Renewal Contract, adjust the amounts of the monthly contract rents in accordance with HUD requirements by either of the following methods (as determined by the Contract Administrator in accordance with HUD requirements):

- (i) Using an OCAF; or

(ii) At the request of the owner, based on the budget for the Project, as approved by the Contract Administrator in accordance with HUD requirements.

(b) Adjustments by use of the OCAF shall not result in a negative adjustment (decrease) of the contract rents. The OCAF shall not be used for adjustment of rent at each Fifth Year Anniversary (as determined in accordance with section 6b(2)(b) below).

(2) Comparability adjustments

(a) **Applicability.** This section 6b(2) is applicable only if the contract has been renewed pursuant to Section 524(a) of MAHRA. This section 6b(2) does not apply to a project renewed at exception rents under Section 524(b)(1) of MAHRA (See section 1 of the Renewal Contract).

(b) **Fifth year adjustment (comparability adjustment at expiration of each 5-year period, if applicable).**

(i) This section 6b(2)(b) is only applicable if the term of the Renewal Contract is longer than five (5) years (from the first day of the term specified in section 2a).

(ii) At the expiration of each 5-year period of the Renewal Contract term ("Fifth Year Anniversary"), the Contract Administrator shall conduct a comparability analysis of existing contract rents. At such Fifth Year Anniversary of the Renewal Contract, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable market rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(iii) To assist in the redetermination of contract rents at each Fifth Year Anniversary, the

Contract Administrator may require that the Owner submit to the Contract Administrator a rent comparability study prepared (at the Owner's expense) in accordance with HUD requirements.

(c) Mid-term adjustment (discretionary comparability adjustment within 5-year term)

In addition to the comparability analysis and adjustment of contract rents at the Fifth Year Anniversary, HUD may, at HUD's discretion, require or permit the Contract Administrator to conduct a comparability analysis and adjustment of contract rents ("mid-term adjustment"), one more time within each 5-year period of the Renewal Contract term

(d) Adjusting contract rent

At the time of a fifth year or mid-term comparability adjustment, the Contract Administrator shall make any adjustments in the monthly contract rents, as reasonably determined by the Contract Administrator in accordance with HUD requirements, necessary to set the contract rent for each unit size at comparable rent. Such adjustment may result in a negative adjustment (decrease) or positive adjustment (increase) of the contract rents for one or more unit sizes.

(3) Procedure for rent adjustments during renewal term

(a) To adjust contract rents during the term of the Renewal Contract (including an OCAF or budget-based adjustment in accordance with section 6b(1), or a fifth year or midterm adjustment in accordance with section 6b(2)), the Contract Administrator shall give the Owner notice with a revised Exhibit A that specifies the adjusted contract rent amounts.

(b) The revised Exhibit A shall specify the adjusted contract rent amount for each bedroom size as determined by the Contract Administrator in accordance with this section. The adjustment notice by the Contract Administrator to the Owner shall

specify when the adjustment of contract rent is effective.

- (c) Notice of rent adjustment by the Contract Administrator to the Owner shall automatically constitute an amendment of the Renewal Contract.

(4) No other adjustments

Except for contract rent adjustments in accordance with this section, there shall not be any other adjustments of the contract rents during the term of the Renewal Contract. Special adjustments shall not be granted.

7 OWNER WARRANTIES

- a The Owner warrants that it has the legal right to execute the Renewal Contract and to lease dwelling units covered by the contract.
- b The Owner warrants that the rental units to be leased by the Owner under the Renewal Contract are in decent, safe and sanitary condition (as defined and determined in accordance with HUD regulations and procedures), and shall be maintained in such condition during the term of the Renewal Contract.

8 OWNER TERMINATION NOTICE

- a Before termination of the Renewal Contract, the Owner shall provide written notice to the Contract Administrator and each assisted family in accordance with HUD requirements.
- b If the Owner fails to provide such notice in accordance with the law and HUD requirements, the Owner may not increase the tenant rent payment for any assisted family until such time as the Owner has provided such notice for the required period.

9 HUD REQUIREMENTS

The Renewal Contract shall be construed and administered in accordance with all statutory requirements, and with all HUD regulations and other requirements, including changes in HUD regulations and other requirements during the term of the Renewal Contract. However, any changes in HUD requirements that are inconsistent with the provisions of the Renewal Contract, including the provisions of section 6 (contract rent), shall not be applicable.

10 STATUTORY CHANGES DURING TERM

If any statutory change during the term of the Renewal Contract is inconsistent with section 6 of the Renewal Contract, and if HUD determines, and so notifies the Contract Administrator and the Owner, that the Contract Administrator is unable to carry out the provisions of section 6 because of such statutory change, then the Contract Administrator or the Owner may terminate the Renewal Contract upon notice to the other party.

11 PHA DEFAULT

- a This section 11 of the Renewal Contract applies if the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD. This includes a case where HUD has assigned the Renewal Contract to a PHA Contract Administrator, for the purpose of PHA administration of the Renewal Contract.
- b If HUD determines that the PHA has committed a material and substantial breach of the PHA's obligation, as Contract Administrator, to make housing assistance payments to the Owner in accordance with the provisions of the Renewal Contract, and that the Owner is not in default of its obligations under the Renewal Contract, HUD shall take any action HUD determines necessary for the continuation of housing assistance payments to the Owner in accordance with the Renewal Contract.

12 EXCLUSION OF THIRD-PARTY RIGHTS

- a The Contract Administrator does not assume any responsibility for injury to, or any liability to, any person injured as a result of the Owner's action or failure to act in connection with the Contract Administrator's implementation of the Renewal Contract, or as a result of any other action or failure to act by the Owner.
- b The Owner is not the agent of the Contract Administrator or HUD, and the Renewal Contract does not create or affect any relationship between the Contract Administrator or HUD and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of the Renewal Contract.
- c If the Contract Administrator is a PHA acting as Contract Administrator pursuant to an annual contributions contract ("ACC") between the PHA and HUD, the Contract Administrator is not the

agent of HUD, and the Renewal Contract does not create any relationship between HUD and any suppliers, employees, contractors or subcontractors used by the Contract Administrator to carry out functions or responsibilities in connection with contract administration under the ACC.

13 WRITTEN NOTICES

- a** Any notice by the Contract Administrator or the Owner to the other party pursuant to the Renewal Contract shall be given in writing.
- b** A party shall give notice at the other party's address specified in section 1 of the Renewal Contract, or at such other address as the other party has designated by a contract notice. A party gives a notice to the other party by taking steps reasonably required to deliver the notice in ordinary course of business. A party receives notice when the notice is duly delivered at the party's designated address.

SIGNATURES

Contract administrator (HUD or PHA)

Name of Contract Administrator

Navigate Affordable Housing Partners

By: Robert M. Lauffer Jr.

Signature of authorized representative

for Eric Strong, CEO

Name and official title

Date 01/24/2018

U.S. Department of Housing and Urban Development

By: Brenda J. Brown

Signature of authorized representative

Authorized Agent - , U.S. Department of HUD

Name and official title Brenda J. Brown, Director

Date 2/14/2018 Asset Management Division

Owner

Name of Owner

AHC Limited Partnership 3

By: [Signature]

Signature of authorized representative

Walter D. Webdale - President

Name and title

Date 1-24-18

(HUD-9637)

Basic Renewal Contract
Multi-Year Term
REV-11-05-2007

Attachment 1

PRESERVATION EXHIBIT

Subject to all applicable laws and regulations in effect upon expiration, the Renewal Contract shall automatically renew for a term of 18 Years ¹ beginning on 11/01/2037 ². Owner and the Contract Administrator, as identified in section 1 of the Renewal Contract, and on all their successors and assigns.

EXHIBIT B
DISTRIBUTIONS LIMITATION

FOR PROJECT NOT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is not subject to any limitation on distributions of project funds, either pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, neither HUD nor the PHA may impose any additional limitation on distributions of project funds during the term of the Renewal Contract.

FOR PROJECT SUBJECT TO DISTRIBUTIONS LIMITATION:

If the project is subject to any limitation on distributions of project funds pursuant to an FHA Regulatory Agreement or pursuant to the Expiring Contract, such limitation on distributions shall continue to be applicable during the term of the Renewal Contract, provided that the owner may take an increased distribution in accordance with the Section 8 Renewal Policy Guidance for Renewal of Project-Based Section 8 Contracts, (the "Guidebook").

However, owners of Section 8 properties must maintain the property in good condition, as demonstrated by a REAC score of 60 or higher, in order to take increased distributions.

The owner shall comply with the distribution limitations. The maximum distribution to the owner shall be equal to the total of:

- 1 The limited distribution permitted pursuant to the FHA Regulatory agreement or the Expiring Contract, plus
- 2 Any increased distribution as approved by HUD in accordance with the Guidebook.

Part G – Information on Mortgagor Entity

Name of Entity

AHC LP-3

Type of Entity

- Individual General Partnership Joint Tenancy/Tenants in Common Other (specify)
 Corporation Limited Partnership Trust

List all Principals Comprising Mortgagor Entity: provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Arlington View Housing Corporation General Partner

Name and Title

Paul Bernard President

Name and Title

Steve Yeatman Treasurer

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title


Part H — Owner Certification

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

| | | |
|--|--|--------------------------------|
| Name and Title | Authorized Official's Signature | |
| Morrya Jones, Director of Compliance On behalf of Paul Bernard, President |  | 11/6/2023 Date (mm/dd/yyyy) |

Part I — HUD/Lender Approval

| | | |
|------------------------------------|--|-------------------|
| Addendum Number | Branch Chief/Lender Official Signature | Date (mm/dd/yyyy) |
| HAP Contract Number VA390009002 |  | 11/07/2023 |
| Exhibit Number | Director, Housing Management Division Signature | |
| Loan Servicer Signature | Date (mm/dd/yyyy) | Date (mm/dd/yyyy) |

Tab R:

Documentation of Utility Allowance calculation



February 2, 2024

Thomas Wallinga
 AHC Inc.
 2230 N Fairfax Dr Ste 100
 Arlington, VA 22201
 thomas.wallinga@ahcinc.org

RE: Preliminary Utility Allowance for AHC Terraces West LLC

Dear Mr. Wallinga,

Please see the following Preliminary Utility Allowance (UA) for AHC Terraces West LLC located in Arlington, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

| | | | |
|--------------|------------------|--------|-----|
| Electricity: | Dominion Energy | Gas: | N/A |
| Water: | Arlington County | Trash: | N/A |
| Sewer: | Arlington County | | |

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 | \$ 12.04 | \$ 15.48 | \$ 18.74 | \$ 22.01 | \$ 25.60 |
| Air Conditioning | Electric | Tenant | \$ 5.62 | \$ 7.22 | \$ 8.75 | \$ 10.27 | \$ 11.95 |
| Cooking | Electric | Tenant | \$ 4.82 | \$ 6.19 | \$ 7.50 | \$ 8.80 | \$ 10.24 |
| Lighting | Electric | Tenant | \$ 19.27 | \$ 24.77 | \$ 29.99 | \$ 35.22 | \$ 40.97 |
| Hot Water | Electric | Tenant | \$ 11.24 | \$ 14.45 | \$ 17.49 | \$ 20.54 | \$ 23.90 |
| Water | - | Tenant | \$ 19.12 | \$ 21.69 | \$ 26.81 | \$ 31.94 | \$ 37.07 |
| Sewer | - | Tenant | \$ 24.56 | \$ 29.63 | \$ 39.77 | \$ 49.91 | \$ 60.05 |
| Trash | - | Owner | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total UA costs (Unrounded) | | | \$ 96.66 | \$ 119.43 | \$ 149.05 | \$ 178.69 | \$ 209.77 |

**Allowances only for AHC Terraces West LLC as an ENERGY STAR and EarthCraft 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 Total UA amount.*

Sincerely,

Lauren Thomson
 Project Manager



A MARKET FEASIBILITY STUDY OF:
**Terraces at Arlington
View West**

OVERALL VACANCY

| Property Name | Program | Tenancy | Total Units | Vacant Units | Vacancy % |
|-----------------------------|-----------------|---------|--------------|--------------|-------------|
| Arlington View Terrace East | LIHTC/Section 8 | Family | 77 | 0 | 0.0% |
| Gilliam Place | LIHTC | Family | 173 | 2 | 1.2% |
| Quebec Apartments | LIHTC/Market | Family | 172 | 2 | 1.2% |
| The Apex* | LIHTC | Family | 256 | 10 | 3.9% |
| The Cadence | LIHTC | Family | 97 | 2 | 2.1% |
| The Jordan | LIHTC | Family | 90 | 2 | 2.2% |
| Whitefield Commons | LIHTC | Family | 68 | 1 | 1.5% |
| Dominion Apartments | Market | Family | 188 | 11 | 5.9% |
| Fillmore Gardens | Market | Family | 559 | 12 | 2.1% |
| Henderson Park | Market | Family | 66 | 0 | 0.0% |
| Pike 3400 | Market | Family | 257 | 7 | 2.7% |
| Siena Park | Market | Family | 188 | 14 | 7.4% |
| The Wellington | Market | Family | 711 | 22 | 3.1% |
| Thomas Court | Market | Family | 49 | 1 | 2.0% |
| Trove | Market | Family | 401 | 11 | 2.7% |
| LIHTC Total | | | 933 | 19 | 2.0% |
| Market Total | | | 2,419 | 78 | 3.2% |
| Overall Total | | | 3,352 | 97 | 2.9% |

*Located outside PMA

The comparable properties reported vacancy rates ranging from zero to 7.4 percent, with an overall weighted average of 2.9 percent. Managers at one of the seven LIHTC properties reported being fully occupied. The average vacancy rate reported by the affordable comparables was two percent, below the 3.2 percent weighted average reported by the market rate properties. All of the market rate properties reported vacancy rates of 7.4 percent or less. Dominion Apartments and Siena Park reported elevated vacancy rates of 5.9 and 7.4 percent, respectively. The contact at Dominion Apartments reported that two of the 11 vacancies are preleased, and therefore the vacancy rate will be 4.8 percent once those tenants move in. The contact at Siena Park reported that two of the 14 vacancies are preleased, and therefore the vacancy rate will be 6.4 percent once those tenants move in. However, the contact was unable to provide any more information on the elevated vacancy rate. **Based on the performance of the comparables, we expect the Subject will operate with a vacancy rate of approximately five percent.**

Absorption Estimate

The following table details the absorption comparables we were able to identify.

ABSORPTION

| Property Name | Program | Tenancy | City | Year | Total Units | Absorption (units/month) | Distance to Subject |
|------------------------------|---------|---------|-----------------|------|-------------|--------------------------|---------------------|
| Arlington View Terrace East* | LIHTC | Family | Arlington | 2023 | 77 | 11 | 0.0 miles |
| The Hartley | Market | Family | Washington | 2023 | 323 | 30 | 8.4 miles |
| Entwine Apartments | LIHTC | Senior | Washington | 2022 | 120 | 35 | 8.4 miles |
| The Bridge | LIHTC | Family | Washington | 2022 | 112 | 15 | 4.4 miles |
| The MO | LIHTC | Family | Washington | 2022 | 300 | 25 | 5.4 miles |
| 11hundred Apartments | LIHTC | Family | Washington | 2022 | 65 | 5 | 7.2 miles |
| The Vale | Market | Family | Washington | 2022 | 301 | 27 | 8.1 miles |
| Vesta Parkside | Market | Family | Washington | 2022 | 191 | 15 | 7.3 miles |
| The Cadence* | LIHTC | Family | Arlington | 2021 | 97 | 24 | 1.8 miles |
| Mills Place | LIHTC | Family | Washington | 2021 | 61 | 5 | 6.9 miles |
| The Silva | Market | Family | Washington | 2021 | 172 | 6 | 4.9 miles |
| Addison Row | Market | Family | Capitol Heights | 2021 | 650 | 25 | 8.8 miles |
| 555 E Street SW | LIHTC | Senior | Washington | 2020 | 58 | 6 | 3.3 miles |
| The Apex* | LIHTC | Family | Arlington | 2020 | 256 | 21 | 1.2 miles |
| Watermark At Buzzard Point | Market | Family | Washington | 2020 | 453 | 25 | 3.4 miles |
| Riverpoint | Market | Family | Washington | 2020 | 480 | 25 | 3.3 miles |
| Average Affordable | | | | | 127 | 16 | |
| Average Market | | | | | 367 | 22 | |
| Overall Average | | | | | 232 | 19 | |

*Comparable Property

Tab S:

Supportive House Certification and/or
Resident Well Being MOU



DBHDS MOU Review and Decision

AHC Inc., Developer of Terraces at Arlington View West (2024-C-49) Low-Income Housing Tax Credit (LIHTC) Applicant and AHC Inc., Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Terraces at Arlington View West, once placed in service. AHC Inc. has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing’s (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- Meets minimum review standards
- Does not meet minimum review standards

Required Evidence of Experience:

- DBHDS affirms that as of the date on this letter, Valley Community Services Board Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- LIHTC applicant asserts Service Provider meets other experience criteria (CORES) to be reviewed by Virginia Housing.
- DBHDS attests/does not attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development’s residents

DBHDS MOU decision: APPROVED NOT APPROVED

| | |
|---------------|--|
| Name & Title: | Janna Wiener, Housing Services Manager |
| Signature: | |
| Date: | 2/29/2024 |



DBHDS Resident Service Provider Checklist (RSPC)

Complete application packets must be submitted no less than 14 calendar days prior to the LIHTC Application Deadline
 Technical Assistance is not available during the 14 calendar days prior to the LIHTC Application Deadline

The VH QAP incentivizes Resident Wellbeing by offering extra points to LIHTC applicants who partner with Resident Service Providers to provide Resident Services (Tenancy Supports), at a minimum, to the First Leasing Preference (FLP) Target Populations (TPs). FLP TPs are referred by DBHDS and include both persons with Serious Mental Illness (SMI) and individuals with an Intellectual or Developmental Disability (I/DD). DBHDS, in partnership with VH, has been tasked with the review of executed MOUs to align Resident Services with the FLP TPs. Technical Assistance can be provided prior to the application deadline at LIHTC@dbhds.virginia.gov

Instructions: Please complete this checklist in its entirety and submit it along with an executed MOU and verification of DBHDS License to LIHTC@dbhds.virginia.gov

| | |
|--|--|
| LIHTC Applicant Name & Contact Info | Terraces at Arlington View West; Tyler Pearre, tyler.pearre@ahcinc.org, (240) 876-7772 |
| LIHTC Developer Name & Contact Info | AHC Inc.; Tyler Pearre, tyler.pearre@ahcinc.org, (240) 876-7772 |
| LIHTC Owner Name & Contact Info | AHC Terraces West LLC; Tyler Pearre, tyler.pearre@ahcinc.org, (240) 876-7772 |
| LIHTC Property Name | Terraces at ARLington View West |
| LIHTC Property Address | 1429 S Rolfe St. Arlington, VA 22204 |
| Virginia Housing ID# | 2024-C-49 |
| Total # of Units & # of First Leasing Preference Units (FLP) | 78 Total Units; 8 units of First Leasing Preference |

- Do the parties understand that the Resident Service Provider will provide, at minimum, tenancy supports to the First Leasing Preference (FLP) Target Populations?
 Yes No
- Are you intending to serve DBHDS Target Populations?
 Yes No
- If Yes to Question 1, which population do you intend to serve? (Check all that apply)
 Persons with Intellectual/ Developmental disabilities (I/DD)
 Persons with Serious Mental Illness (SMI)
 Other Populations _____
- If applying for funding from DHCD for ASNH, do the parties understand that units produced from that funding are not the same as the FLP or Resident Wellbeing extra point category and each funding source or commitment (ASNH, FLP, RW) has its own distinct requirements?
 Yes No
- Are you applying for the LIHTC ASH Pool?
 Yes No
- Will the project include Project Based Rental Assistance (PBRA)?
 Yes No

If marked yes, what entity is funding the PBRA and who will manage the waitlist?

| | |
|------------------|---|
| PBRA Funder | HUD (HAP Funder) & Navigate Affordable Housing Partners (HAP Administrator) |
| Waitlist Manager | Tameka Tharkurdeen, Property Manager (Paradigm Management) |

DBHDS Resident Service Provider Checklist (RSPC)

LIHTC Property Name: Goodwill-9

7. Please list the Resident Services Provider (RSP) selected to include the following:

| | |
|---------------------------------|---|
| RSP Organization Name: | AHC Inc. |
| RSP Address: | 2230 N. Fairfax Drive, Suite 100 Arlington, VA 22201 |
| RSP Contact, Phone #, and Email | Susan Davidson, 703 486 0626 x1112, susan.davidson@ahcinc.org |
| RSP current service area(s) | Washington, D.C., Maryland, Virginia |

Is this RSP the same qualified nonprofit organization qualifying applicant to compete in the nonprofit pool?

Yes No

8. Which criteria does the Resident Services Provider qualify for?


- A DBHDS triennial license, in good standing, with no outstanding corrective action plans
- An accreditation or certification (check all that apply):
 - Commission on Accreditation of Rehabilitation Facilities
 - Council on Accreditation
 - Certified Organization for Resident Engagement & Services
 - Council on Quality and Leadership
 - CSH Quality Supportive Housing
 - Other _____
- Experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development's residents
- A licensed child-care provider or subsidy

9. What service(s) does the RSP offer and how many years' experience providing the service?

| | |
|---|------------------------------|
| Service: <u>Housing Stability/Eviction Prevention</u> | Years' Experience: <u>20</u> |
| Service: <u>Health & Wellness Services</u> | Years' Experience: <u>20</u> |
| Service: <u>Youth Education</u> | Years' Experience: <u>30</u> |
| Service: _____ | Years' Experience: <u>20</u> |

10. What service(s) does the RSP intend to offer at the LIHTC property?

| | |
|---|------------------------------|
| Service: <u>Housing Stability/Eviction Prevention</u> | Years' Experience: <u>20</u> |
| Service: <u>Health & Wellness Services</u> | Years' Experience: <u>20</u> |
| Service: <u>Youth Education</u> | Years' Experience: <u>30</u> |
| Service: <u>Financial Literacy</u> | Years' Experience: <u>20</u> |

DocuSigned by:

E15616FCE290493...

 Signature

2/29/2024

 Date

MEMORANDUM OF UNDERSTANDING

Between AHC Terraces West LLC and AHC Inc.

This document constitutes the Memorandum of Understanding (“Agreement”) between AHC Terraces West LLC (Terraces), and AHC Inc. (AHC). The following Agreement details the terms and conditions of our partnership to provide Resident Services to all tenants at Terraces at Arlington View West.

Qualified clients for the program include all seventy-eight (78) households at Terraces. This includes households with severe mental illness (SMI), individuals with intellectual or developmental disabilities, and/or those who meet HUD’s definition of chronic homelessness. As part of Terraces’ Resident Services program, all households will be offered programs and services that align with one or more of the four cornerstones of AHC’s Resident Services coordination efforts. These are Housing Stability/Economic Mobility, Education, Health & Wellness, and Community Engagement.

1. **Parties.** This Agreement is between Terraces and AHC. AHC is the Resident Services Provider and the Developer. Terraces is the property owner.
 - a. The primary contact for Terraces is Tyler Pearre, Development Manager for AHC Inc., tyler.pearre@ahcinc.org.
 - b. The primary contact for AHC Inc. is Susan Davidson, Vice President of Resident Services., susan.davidson@ahcinc.org.
2. **Purpose.** The purpose of this Agreement is to (1) establish a Resident Services partnership at Terraces between the parties that will support all 78 households and (2) specify the roles and responsibilities of each party.
3. **Resident Services Coordination.** AHC agrees to provide the following:
 - a. Conduct a resident opportunities and needs assessment within 60 days of lease-up. This will allow AHC to identify resident needs and will inform a Property Services Plan. This Plan will identify goals, benchmarks of individuals/households served, performance measures, and target populations served.
 - b. Execute the Property Services Plan. This includes providing each resident with programming and services that both parties deem appropriate based on individual and property-wide needs.
 - c. Communicate with the property management company bi-monthly to identify households at risk of rental default and/or non-criminal lease violations. Work with these households to identify eviction prevention strategies, which may include rental payment plans, additional subsidies, or other housing resources, as available, to keep these households in stable housing.

- d. Work with residents to increase access to and awareness of Arlington County, state, and/or other third-party resources that promote health and wellness, transportation accessibility, educational opportunities, and/or economic mobility options. Coordinate with additional third-party Service Providers to ensure that all households who so desire have either direct service provision or access to other community services.
 - e. Develop a budget for Resident Services and, in conjunction with Terraces, identify resources for ongoing funding for tenant programs.
 - f. Provide a full-time staff person who will be available to meet with and/or communicate with residents onsite at Terraces.
4. **Responsibilities of the property owner:** Terraces agrees to the following:
 - a. Provide AHC staff with access to Terraces. The property owner will collaborate with AHC in the design and construction of the property and the community spaces. This will include the design and construction of a Resident Services office, including full furnishings and private meeting space.
 - b. Make amenity space available for Resident Services programming. This amenity space may include a community room, fitness center, business center, and/or other indoor or outdoor community space.
 - c. Communicate bi-monthly with AHC staff regarding Resident Services coordination.
5. **Additional Terms.**
 - a. Both parties agree and acknowledge that the receipt of Resident Services is never a condition of tenancy.
 - b. Both parties agree to maintain working relationships with each other and property management to ensure open communication and collaboration.
 - c. AHC and Terraces agree to meet quarterly, or as frequently as necessary, to review and monitor the program.
 - d. Property management has overall responsibility for providing, maintaining, and operating the residential units and other property facilities at Terraces. Prior to lease-up, the property management company will be added as a party to this MOU and future Resident Services Agreement between AHC Inc. and the property management company.
 - e. Both parties will work with property management to produce a Tenant Selection Plan (TSP) that focuses on reducing barriers and enables individualized tenant assessments in accordance with the Department of Professional and Occupations Regulations (DPOR)'s Model Policy for Tenant Screening and is subject to Virginia Housing and/or any other agency review.
6. **Term.**

The term of this Agreement will be in effect in perpetuity or until a subsequent MOU or Agreement supersedes it. Either party may terminate this Agreement with a 30-day written notice.

7. Confidentiality.

All parties recognize that by virtue of entering into this Agreement they may, at times, have access to confidential information regarding each other's operations as it relates to the project. All agree that they will not disclose confidential information and/or material without consent of the other parties, and unless such disclosure is authorized by this Agreement or required under law. In addition, the eligible tenant's confidential information will be handled with utmost discretion and judgment.

8. Nondiscrimination.

There will be no discrimination of any eligible household on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry, or national origin in the availability and delivery of Resident Services.

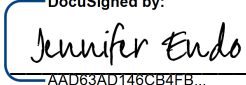
This Agreement shall be governed by the law of the Commonwealth of Virginia. Any litigation hereunder shall be brought in the Arlington County Circuit Court.


Signatures are located on the following page.

Witness the following signatures:

AHC Terraces West LLC, a Virginia limited liability corporation

By: Terraces West Housing Corporation,
a Virginia corporation,
its managing member,

By: 
Name: Jennifer Endo
Title: Secretary


AHC Inc., Service Provider
Susan Davidson, Vice President of Resident Services



January 20, 2022

Dear AHC Inc.,

Congratulations on becoming a CORES certified organization!

The Certified Organization for Resident Engagement & Services (CORES) Certification recognizes owners that have developed a robust commitment, capacity, and competency in providing resident services coordination in affordable rental homes. The CORES Certification is applicable across the entire portfolio and is inclusive of family, senior and supportive housing communities.

The CORES Certification recognizes AHC Inc.'s investment in and development of the tools necessary to implement a robust system of resident services coordination under the Direct Model.

We have provided a version of the CORES logo which recognizes your organization as CORES certified. Please feel free to use this logo on your website or any other promotional materials.

The CORES certification lasts **five years** and will expire on **January 20th, 2027**. We recommend starting the renewal process three months in advance of the certification expiration date.

Please Note: Certified organizations have an affirmative obligation to notify SAHF of any significant changes to their organizational structure or operations that materially changes their capacity or approach in providing resident services coordination. Certified organizations should notify SAHF within 60 days of the effective date of such changes. Failure to provide this notification could result in a suspension of certification.

If you have any further questions, please contact us at cores@sahfnet.org.

Sincerely,

Andrea Ponsor
President and CEO
Stewards of Affordable Housing for the Future



January 20, 2022

Dear ACH Inc.,

CORES Certification is one requirement (among others) in order for an owner to qualify for Fannie Mae's Healthy Housing Rewards™ - Enhanced Resident Services (ERS) financing incentives. This product enhancement benefits borrowers that incorporate resident services coordination systems in their newly constructed, rehabilitated or refinanced multifamily affordable rental properties.

To qualify for ERS financing incentives, the organization will also be required to submit an ERS Property Certification Proposal through the CORES application portal. Please consult with your Fannie Mae Delegated Underwriting and Servicing DUS™ lender for further guidance.

To learn more about Fannie Mae's Health Housing Rewards Initiative, please visit:
<https://www.fanniemae.com/multifamily/healthy-housing-rewards>

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrea Ponsor', is written over a light gray rectangular background.

Andrea Ponsor
President and CEO
Stewards of Affordable Housing for the Future

Terraces at Arlington View West

Resident Well Being – Telehealth/Virtual Health Services

Development provides tenants with free on-call, telephonic, or virtual health care services with a licensed provider.

AHC has received a letter of support from Neighborhood Health to enter into a partnership that will provide telehealth and virtual health services to Terraces at Arlington View West residents that meets the requirements of the QAP, is administratively and financially viable, and serves the best interests of our residents. AHC Resident Services and Neighborhood Health will co-develop the program to be in-place at time of lease-up. The concept described below is a starting point, with the understanding that the program may adapt as we learn the specific needs of our residents:

Neighborhood Health will accept Terraces West residents as patients into their health care model, which includes not only medical care but also behavioral health, dental care, medication assistance, labs, case management, and referral to community resources. One aspect of their model of care is to conduct telehealth visits. For Terraces West residents, Neighborhood Health will provide one telehealth visit per resident per year free of charge. Please refer to the attached letter of support for more information on Neighborhood Health's healthcare model and organization.

AHC will provide the following as part of this partnership:

- A private space, outside of one's apartment—as shown in the floorplans for the project
- Free internet within that private space
- Access to a tablet
- On-site staff person (likely an AHC Resident Services staff person) available to provide assistance to residents who want to conduct a telehealth visit
- Promotion of the partnership between AHC and Neighborhood Health to residents who are uninsured and/or do not already have a provider who can offer telehealth services

Attached is a signed letter of support from Neighborhood Health that outlines their role and enthusiasm for the partnership at Terraces West.



March 5, 2024

To Whom it May Concern:

Please accept this letter of support for Affordable Homes & Communities' (AHC) proposal to develop 78 units of affordable housing at Terraces at Arlington View West (Terraces West). Stable, affordable housing is foundational to overall wellbeing and health. It is also critical for affordable housing organizations to work with health care organizations to ensure that the health care needs of its residents are met.

Neighborhood Health is a non-profit Federally Qualified Health Center that serves more than 40,000 patients in multiple clinics across Fairfax, Arlington, and Alexandria. Our mission is to improve health and advance health equity by providing high quality primary care regardless of a patient's ability to pay. We accept Medicaid, virtually all health insurance plans, and also have a sliding fee scale for all patients who earn less than 200% of Federal Poverty Guidelines, regardless of their insurance status. Our model of care is comprehensive, integrated, and includes not only medical care but also behavioral health, dental care, medication assistance, labs, case management, and referral to community resources – all in one setting.

AHC has a long and established history of developing quality affordable multi-unit family developments with integrated services to promote the empowerment and wellbeing of individuals and families. Neighborhood Health values the technical support, passion, knowledge, and experience that AHC brings to their developments. Neighborhood Health plans to partner with AHC to ensure that residents of Terraces West have access to high quality virtual healthcare services. AHC will provide residents of Terraces West with access to a private, on-site room where they can conduct telehealth visits with our health professionals. Neighborhood Health will not charge Terraces West residents for one telehealth visit per resident per year.

We look forward to the partnership with AHC at Terraces West and wish them well in the application process.

Sincerely,

Basim Khan, MD, MPA
Chief Executive Officer

Tab T:

Funding Documentation

Section is not relevant for this application

Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing



Virginia Housing Free Housing Education Acknowledgement

I, _____, have read, understand, and acknowledge that I have been presented with information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here:
<http://www.virginiahousing.com/renters>.

By signing below, I acknowledge that I have read, and understand the terms of all items contained in this form.

Resident Signature: _____
Resident Name: _____
Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman

RIGHT OF FIRST REFUSAL AGREEMENT
(Terraces at Arlington View West)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March 5, 2024 by and among **AHC TERRACES WEST LLC**, a Virginia limited liability company (the “Owner” or the “Company”), **AHC INC.**, a Virginia nonstock corporation (the “Grantee”), and is consented to by **TERRACES WEST HOUSING CORPORATION**, a Virginia corporation (the “Managing Member”), **AHC INC.**, a Virginia nonstock corporation (the “Investor Member”) and [_____] **SPECIAL LIMITED PARTNER, L.L.C.**, a [_____] [_____] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively 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 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 78-unit apartment project for families located in Arlington, Virginia and commonly known as “Terraces at Arlington View West” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.
- B. The Grantee is a 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 Company that is required by 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 (14th) 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, the Investor Member may elect 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 County of Arlington, 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 Section 1 of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in the Operating Agreement;
- (iii) If to the Grantee, at its principal office address located at 2230 North Fairfax Drive, Suite 100, Arlington, VA 22201; and

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.

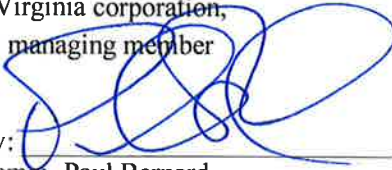
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IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:

AHC TERRACES WEST LLC,
a Virginia limited liability company

By: Terraces West Housing Corporation,
a Virginia corporation,
its managing member



By: _____
Name: Paul Bernard
Title: President

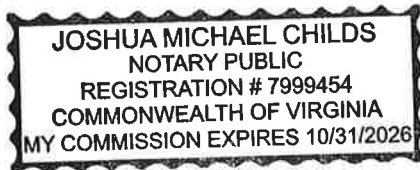
STATE OF Virginia)
) to-wit:
CITY/COUNTY OF Arlington)

On March 5, 2024 before me, the undersigned, a notary public in and for said state, personally appeared Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President of Terraces West Housing Corporation, a Virginia corporation, the managing member of AHC Terraces West LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Joshua Michael Childs

Commission expires: 10-31-2026

Registration No.: 7999454



GRANTEE:

AHC INC.,

a Virginia nonstock corporation

By: 

Name: Paul Bernard

Title: President and CEO

STATE OF Virginia)

) to-wit:

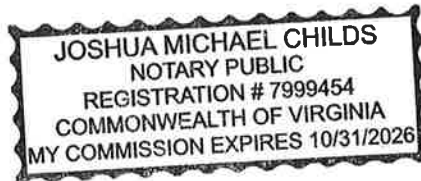
CITY/COUNTY OF Arlington)

On March 5, 2021 before me, the undersigned, a notary public in and for said state, personally appeared Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President and CEO of AHC Inc., a Virginia nonstock corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Joshua Michael Childs

Commission expires: 10-31-2026

Registration No.: 7999454



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

INVESTOR MEMBER:

AHC INC.,
a Virginia nonstock corporation

By: _____
Name: Paul Bernard
Title: President and CEO

STATE OF Virginia)
CITY/COUNTY OF Arlington) to-wit:

On March 5, 2024, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President and CEO of AHC Inc., a Virginia nonstock corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: Joshua Michael Childs
Commission expires: 10-31-2026
Registration No.: 7999454

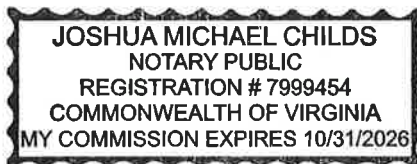


EXHIBIT A

LEGAL DESCRIPTION

Description of Parcels A, B, C, and D, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at a point in the west right-of-way line of South Rolfe Street, said point being the southeast corner of Lot 6, Mrs. Minnie Green Subdivision, as recorded in Deed Book 785 at Page 559; thence with the west right-of-way line of South Rolfe Street, S 12°39'03" E, 332.49 feet to a point at the intersection of the west right-of-way line of South Rolfe Street with the north right-of-way line of 14th Road South; thence with the north right-of-way line of 14th Road South, S 77°20'57" W, 110.00 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 341.60 feet to a point, said point being the southwest corner of the aforementioned Lot 6, Mrs. Minnie Green Subdivision; thence with the south line of Lot 6, N 82°04'57" E, 110.38 feet to the point of beginning and containing an area of 37,075 square feet or 0.8511 acres, more or less.

Description of Parcels E and F, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 and Outlot A, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the west right-of-way line of South Rolfe Street with the south right-of-way line of 14th Road South; thence with the west right-of-way line of South Rolfe Street S 12°39'03" E, 203.79 feet to a point in the north line of Outlot D, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323; thence with the north line of Outlot D, S 82°02'17" W, 110.37 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 194.77 feet to a point, said point being the southwest terminus of 14th Road South; thence with the south right-of-way line of 14th Road South, N 77°20'57" E, 110.00 feet to the point of beginning and containing an area of 21,922 square feet or 0.5033 acres, more or less.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Klein Hornig LLP
1325 G Street NW, Suite 770
Washington, DC 20005
Attn: Erik T. Hoffman

RECORDING
REQUESTED BY: AND
WHEN RECORDED
MAIL TO:

RIGHT OF FIRST
REFUSAL AGREEMENT

~~([Project name] Apartments)~~

RIGHT OF FIRST REFUSAL AGREEMENT
(Terraces at Arlington View West)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of ~~[Closing Date]~~
March 5, 2024 by and among ~~[OWNER ENTITY]~~ **AHC TERRACES WEST LLC**, a Virginia
limited liability company (the “Owner” or the “Company”),

~~[GRANTEE]~~ **AHC INC.**, a Virginia non-stock ~~nonprofit~~ corporation (the “Grantee”), and is
consented to by ~~[MANAGING MEMBER ENTITY]~~ **TERRACES WEST HOUSING**
CORPORATION, a Virginia ~~limited liability company~~ corporation (the “Managing Member”),
~~[INVESTOR ENTITY]~~, a ~~[State Registered]~~ limited liability company **AHC INC.**, a Virginia
nonstock corporation (the “Investor Member”) and ~~[Special Member]~~ _____ **SPECIAL LIMITED**
PARTNER, L.L.C., a ~~[State Registered]~~ _____ _____ limited liability company (the “Special
Member”). The Managing Member, the Investor Member and the Special Member are sometimes
collectively 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 ~~an~~ [Number] a 78-unit apartment project for
families located in ~~[Jurisdiction]~~ Arlington, Virginia and commonly known as “[Project

~~name] Apartments~~ Terraces at Arlington View West” (the “Project”). The real property comprising the Project is legally defined on Exhibit A.

- B. The Grantee is 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. ~~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 Company that is required by 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. ~~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 (14th) 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 ~~for 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. ~~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. ~~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)~~ (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- ~~(ii)~~ (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)~~ (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or
- ~~(iv)~~ (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.~~ C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect 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. ~~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 ~~[Jurisdiction]~~ the County of Arlington, 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. ~~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. ~~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. ~~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. ~~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. ~~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~~Section 1 of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in ~~Schedule A of~~ the Operating Agreement;
- (iii) If to the Grantee, ~~[Grantee Contact Name] [Grantee Mailing Address]~~ at its principal office address located at 2230 North Fairfax Drive, Suite 100, Arlington, VA 22201; and

Section 11. ~~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. ~~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. ~~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.

~~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. ~~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. ~~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. ~~Section 17.~~ Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. ~~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. ~~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. ~~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. ~~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]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:

~~[OWNER ENTITY], a [Virginia] limited liability company~~

~~By: [Managing Member Entity],~~

AHC TERRACES WEST LLC,

a [Virginia] limited liability company

~~By: Terraces West Housing Corporation, its managing member~~ By: Managing Member of MM if applicable

_____ a Virginia corporation,
_____ its managing member

By: ~~Authorized Owner Signatory~~

~~COMMONWEALTH OF VIRGINIA~~ _____
Name: Paul Bernard
Title: President

STATE OF _____)
_____) to-wit:
CITY/COUNTY OF _____)

On _____, 20 __, before me, the undersigned, a notary public in and for said state, personally appeared ~~_____~~ Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~he executed the same in ~~her~~his capacity as ~~_____~~ President of Terraces West Housing Corporation, a Virginia corporation, the managing member of ~~the [Managing Member Entity], which is the managing member of [Owner Entity]~~ AHC Terraces West LLC, a Virginia limited liability company, and that by ~~her~~his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: _____

Commission ~~Expires: -~~ expires: _____

Registration No.: _____

Right of First
Refusal
Agreement
[Project name]
Apartments
Signature Page 1
of 4

GRANTEE:

[_____],

AHC INC.,

a Virginia ~~non-stock nonprofit~~nonstock corporation

By: _____

Name: Paul Bernard

Title: President and CEO

STATE OF _____)

) to-wit:

~~COMMONWEALTH OF VIRGINIA~~ CITY/COUNTY OF _____)

On _____, 20 __, before me, the undersigned, a notary public in and for said state, personally appeared [_____] Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~she~~he executed the same in ~~her~~his capacity as [_____] President and CEO of AHC Inc., a Virginia nonstock corporation, and that by ~~her~~his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: _____

Commission ~~Expires:~~ expires: _____

Registration No.: _____

Right of First Refusal
~~Agreement~~
Agreement
Terraces at Arlington View West
Arlington
Signature Page 2 of 5

The undersigned hereby consents to the foregoing ~~Right~~ right of ~~First Refusal Agreement~~ first refusal agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

TERRACES WEST HOUSING CORPORATION,

~~[MANAGING MEMBER ENTITY]~~, a Virginia ~~limited liability company~~ By: corporation

By: ____

~~COMMONWEALTH OF VIRGINIA~~ _____

Name: Paul Bernard

Title: President

STATE OF _____)
_____) to-wit:
CITY/COUNTY OF _____)

On _ _____, 20 _ __, before me, the undersigned, a notary public in and for said state, personally appeared ~~_____~~ Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that ~~[she]he~~ executed the same in ~~her~~his capacity as ~~_____~~, ~~the sole member of [Managing Member Entity]~~ President of Terraces West Housing Corporation, a Virginia corporation, and that by ~~her~~his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: _ _____

Commission ~~Expires: -~~ expires: _____

Registration No.: _____

Right of First
Refusal
Agreement
[Project name]
Apartments
Signature Page 3
of 4

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

INVESTOR MEMBER:

~~{[INVESTOR ENTITY], a [_____] [_____]
}
~~limited liability company~~~~

AHC INC.,
a Virginia nonstock corporation

By: ~~By:~~ _____

Name: Paul Bernard

Title: President and CEO

STATE OF _____)

_____) to-wit:

CITY/COUNTY OF _____)

On _____, 20____, before me, the undersigned, a notary public in and for said state, personally appeared Paul Bernard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as President and CEO of AHC Inc., a Virginia nonstock corporation, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: _____

Commission expires: _____

Registration No.: _____

The undersigned hereby consents to the foregoing **Right of First Refusal Agreement** as of the date first set forth hereinabove.

SPECIAL MEMBER:

[_ _____] [_ _____] **SPECIAL LIMITED PARTNER,**
L.L.C., a [_ _____] [_ _____] limited liability company

By: [_ _____], LLC, a [_ _____] [_ _____] limited liability company, its manager

By: _____

STATE OF _____)
_____))
CITY/COUNTY OF _____)

On _____, 20 __ __, before me, the undersigned, a notary public in and for said state, personally appeared [_ _____], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as [_ _____], the manager of **[Investor Entity]**, a [_ _____] limited liability company, and [_ _____] **Special Limited Partner, L.L.C.,** a [_ _____] limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public _____

Commission expires _____

**Right of First
Refusal
Agreement
[Project name]
Apartments
Signature Page 4
of 4**

Registration No.: _____

EXHIBIT A

LEGAL DESCRIPTION

~~{insert legal}~~

Description of Parcels A, B, C, and D, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at a point in the west right-of-way line of South Rolfe Street, said point being the southeast corner of Lot 6, Mrs. Minnie Green Subdivision, as recorded in Deed Book 785 at Page 559; thence with the west right-of-way line of South Rolfe Street, S 12°39'03" E, 332.49 feet to a point at the intersection of the west right-of-way line of South Rolfe Street with the north right-of-way line of 14th Road South; thence with the north right-of-way line of 14th Road South, S 77°20'57" W, 110.00 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 341.60 feet to a point, said point being the southwest corner of the aforementioned Lot 6, Mrs. Minnie Green Subdivision; thence with the south line of Lot 6, N 82°04'57" E, 110.38 feet to the point of beginning and containing an area of 37,075 square feet or 0.8511 acres, more or less.

Description of Parcels E and F, Section One, Arlington View, as recorded in Deed Book 1147 at Page 16 and Outlot A, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323 among the land records of Arlington County, Virginia and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the west right-of-way line of South Rolfe Street with the south right-of-way line of 14th Road South; thence with the west right-of-way line of South Rolfe Street S 12°39'03" E, 203.79 feet to a point in the north line of Outlot D, being a portion of vacated 15th Street South, as recorded in Deed Book 1616 at Page 323; thence with the north line of Outlot D, S 82°02'17" W, 110.37 feet to a point in the east line of now-or-formerly Army Navy Country Club as recorded in Deed Book 1211 at Page 341; thence with the east line of now-or-formerly Army Navy Country Club, N 12°39'03" W, 194.77 feet to a point, said point being the southwest terminus of 14th Road South; thence with the south right-of-way line of 14th Road South, N 77°20'57" E, 110.00 feet to the point of beginning and containing an area of 21,922 square feet or 0.5033 acres, more or less.

Document comparison by Workshare Compare on Tuesday, March 12, 2024
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| Description | Tab V-2 Right of First Refusal Agreement 2024 Fillable (1) |
| Document 2 ID | file:///C:/Users/dfojas/OneDrive - Klein Hornig LLP/Documents/PDF Workspace/AVT West/03.12.24/AVTW RE Right of First Refusal Agreement(1128065.4).docx |
| Description | AVTW RE Right of First Refusal Agreement(1128065.4) |
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| Deletions | 96 |
| Moved from | 3 |
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| Style changes | 0 |

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|----------------|-----|
| Format changes | 0 |
| Total changes | 283 |

Tab W:

Internet Safety Plan and Resident Information Form (if internet amenities selected)



Terraces at Arlington View West

Internet Security Plan

The internet service at Terraces at Arlington View West will provide free residential Wi-Fi. The network router will be in a secure area where tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in we will provide tenants with the attached security and safety information and guidelines. We will ask tenants to sign an Acknowledgement and Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

Terraces at Arlington View West

Resident Internet Service – Acknowledgement of Responsibilities

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: _____
Name (Print):

Date



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

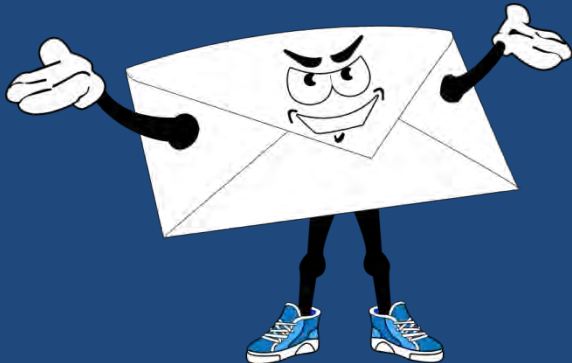
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



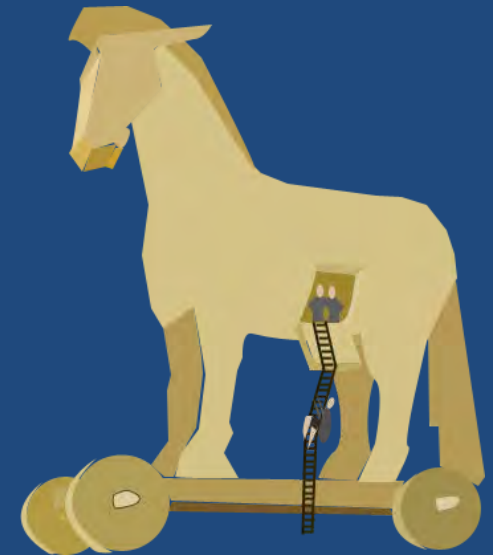
Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219

(804) 786-2071

www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Terraces at Arlington View West

Marketing Plan for units that conform to Section 504 of the Rehabilitation Act

This marketing plan is intended to address the guidelines set forth in Section III(C)(4)(a-i and a-ii) of the Virginia Housing Development Authority's LIHTC Application for Reservation and is designed to ensure that certain units at Terraces at Arlington View West (the "Property") are actively marketed to people with disabilities.

Paradigm Management L.P. ("Paradigm") will manage the Property and will be responsible for all traditional property management functions, including leasing, rent collection, maintenance, record keeping, reporting, development of budgets, monitoring resident income qualifications, and implementing the Marketing Plan.

I. AFFIRMATIVE MARKETING

Terraces at Arlington View West is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this community. It (including its officers, directors, and employees) will not discriminate on the basis of race, creed, color, sex, religion, familial status, age, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Tax Credit program. All interested parties will be provided a copy of the apartment brochure or alternate marketing materials. Any resident who has questions not answered by the leasing staff will be referred to the Regional Property Manager assigned by Paradigm.

1. Section 504 Accessible Units

There will minimum of ten percent (10%) units that are designated as "Section 504 Accessible Units" which will conform to HUD regulations interpreting the accessibility requirements of Section 504 of the Rehabilitation Act. These Accessible Units will actively be marketed to persons with disabilities as defined in the Fair Housing Act and will be held vacant for at least sixty (60) days. During this period, all ongoing marketing efforts will be documented by Paradigm. If a qualified household including a person with a disability is not located within this sixty (60) day timeframe, Paradigm will submit evidence of the marketing to VHDA's Program Compliance Officer and request approval to rent the unit to any income qualified household. Should this request be approved, any lease governing the rental of the Accessible Unit will contain a provision that in the event that a qualified household including a person with a disability applies for the unit, the household occupying the Accessible Unit must move to a vacant unit. Such move will be paid for by the owner.

2. Preference Units (if applicable)

In addition, unless prohibited by an applicable federal subsidy program the Property will provide first leasing preferences for members of targeted populations or persons with a developmental disability. The targeted populations will be identified in an executed MOU and referred by a Virginia Housing-approved referring agency, such as a Community Service Board. The leasing preference shall be applied to not more than ten percent (10%) of the units at any given time. The Property will not establish tenant selection criteria or leasing provision for these individuals that are more restrictive than its standard criteria and provision, the eligibility criteria for the state rental assistance or that are set forth in the MOU.

II. MARKETING AND OUTREACH

Locating people with disabilities to occupy the aforementioned units will be accomplished as follows:

1. Networking

Paradigm will contact additional local centers for independent living and disability services boards and other service organizations via phone and printed communication. The contacts may include, but not be limited to, the following organizations:

- ENDependence Center of Northern Virginia, Inc. (ECNV)
1550 Crystal Drive, Suite 810
Arlington, VA 22202
(703) 525-3268
- Office of Human Rights
2100 Clarendon Blvd, Suite 318
Arlington, VA 22201
(703) 228-3929
- Aging and Disability Services - Department of Human Services
2100 Washington Blvd, 4th Floor
Arlington, VA 22204
(703) 228-1700
- Pathway Homes
10201 Fairfax Blvd., Suite 200
Fairfax, VA 22030
(703) 876-0390
- Community Residences, Inc. (CRi) Headquarters
14160 Newbrook Drive
Chantilly, VA 20151
(703) 842-2300

- PRS - Administration
10455 White Granite Drive, Suite 400
Oakton, VA 22124
(703) 536-9000
- The Property Manager will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS).

2. Internet Advertising

Paradigm utilizes many online internet sources such as virginiahousingsearch.com, paid search, ApartmentGuide.com, Apartments.com, Rent.com, Craigslist.com, and many others. Using lead management software, which helps track apartment leads as they move through the leasing process, Paradigm has found these sources to be very effective in driving directing qualified traffic than other online sources and print publications.

3. Print Media

As most residents utilize the internet for their apartment searches, Print media sources will also be identified that cater to people with disabilities as well as the public at large, but will only be utilized as necessary. These sources may include, but are not limited to rental magazines, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logotype, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

5. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community.

Complete resident satisfaction is a priority to the Paradigm team. Resident referrals and word of mouth are always a valuable source of leases; therefore, from day one, we will promote services to benefit all our residents.

6. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with the Americans with Disabilities Act.

III. PUBLIC AND COMMUNITY RELATIONS

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in the Rental Office. Also posted in the Rental Office are instructions to anyone who feels they have been discriminated against to contact the Property Manager at Paradigm directly. Paradigm encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, physical or mental handicap, political affiliation, source of income, or place of residence or business.

Additionally, a community outreach program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, churches and synagogues, city officials, and other sources of potential qualified residents still to be identified.

IV. TENANT SELECTION AND ORIENTATION

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office will be designed to provide a professional leasing atmosphere, with space set aside specifically for resident interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the resident and the responsibilities which the resident will be expected to assume.

Times of Operation - the Rental Office will be open Monday through Friday from 9:00 A.M. to 5:00 P.M. Applicants will be processed on site in accordance with approved criteria. After hours inquiries will be received by the answering services which will take messages and forward them to the Management Office to handle on the next business day. Move-in process and orientation to property - applicants meet with the Property Manager or designated staff to discuss everything that is available on the property and will be supplied relevant information to assist them in their move.

As all apartments at Terraces at Arlington View West are income restricted either under the Low-Income Housing Tax Credit Program (LIHTC) or the Section 8 Program, additional documentation of all income and assets will be required to ensure households meet the strict qualification requirements.

A third-party credit scoring provider, SafeRent Solutions, is used to review applicants by means of a credit scoring model to determine an applicant's ability to meet his/her rental obligations. Credit scoring utilizes a statistical model for comparing information on bill paying history, the number and type of credit accounts, late payments, outstanding debt, rental history and the age of accounts, to the performance of consumers with similar profiles. The scoring system awards points for each factor that helps predict applicant's creditworthiness and the likelihood of the applicant to make payments when due. This scoring system is specific to the multifamily housing industry and is not a credit score. SafeRent makes a recommendation of accept or decline based on the results.

In addition, Paradigm undertakes a criminal background check for all adult residents in our communities. The criminal background check is performed in a manner designed to eliminate individual discretion (and related fair housing issues) from that process. The enforceability of the criminal background policy is subject to state and local tenant-landlord laws.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

Section is not relevant for this application

Tab Z:

Documentation of team member's Diversity, Equity and
Inclusion Designation

Section is not relevant for this application

Tab AA:

Priority Letter from Rural Development

This section is not relevant for this application.

Tab AB:

Social Disadvantage Certification

This section is not relevant for this application.