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# 2023 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At VHDA No Later Than **12:00 PM**  
Richmond, VA Time On **March 16, 2023**

#### Tax Exempt Bonds

Applications should be received at VHDA at least one month  
before the bonds are *priced* (if bonds issued by VHDA), or 75 days  
before the bonds are *issued* (if bonds are not issued by VHDA)



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

## INSTRUCTIONS FOR THE VIRGINIA 2023 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 16, 2023**. 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.**

**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**

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

- ▶ **VERY IMPORTANT!** Do not use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ 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
- ▶ 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
JD Bondurant	<a href="mailto:jd.bondurant@virginiahousing.com">jd.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Pamela Freeth	<a href="mailto:pamela.swartzenberg-freeth@virginiahousing.com">pamela.swartzenberg-freeth@virginiahousing.com</a>	(804) 343-5563
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861

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## 2023 Low-Income Housing Tax Credit Application For Reservation

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

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Specifications <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>  |
| <input checked="" type="checkbox"/> | Tab A: Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>                           |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>   |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:  |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status   |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)   |
| <input type="checkbox"/>            | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>   |
|                                     | Tab K: Documentation of Development Location:  |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification  |
| <input checked="" type="checkbox"/> | K.2 Location Map   |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation   |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter   |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter  |
| <input type="checkbox"/>            | Tab N: Homeownership Plan  |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter  |
| <input type="checkbox"/>            | Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <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 Operating Budget and Utility Allowances  |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation   |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)   |
| <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 checked="" 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 **2023-C-21**

**A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT**

Application Date: **3/16/23**

1. Development Name: **Legacy Plaza**
2. Address (line 1): **0-12 Ruth Wise Road**  
 Address (line 2):  
 City: **Exmore** State: **VA** Zip: **23350**
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 **Northampton 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: **9301.00**
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 poverty rate of.....
 

3%	10%	12%
<b>FALSE</b>	<b>FALSE</b>	<b>FALSE</b>

**Enter only Numeric Values below:**

13. Congressional District: **2**
- Planning District: **22**
- State Senate District: **6**
- State House District: **100**

14. **ACTION:** Provide Location Map (**TAB K2**)

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

Legacy Plaza is a new construction mixed use development including 2 garden-style buildings and 4 duplex buildings with townhome apartment units. There will be one, two, and three-bedroom apartments with energy efficiency and accessibility features. One of the garden-style buildings will also contain commercial space. The project is located in the New Roads community and is being developed by the New Roads Community Development Group, Inc.

**A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT**

Application Date: **3/16/23**

**16. 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: **Robert Duer**  
 Chief Executive Officer's Title: **Town Manager** Phone: **(757) 442-3114**  
 Street Address: **3305 Main Street**  
 City: **Exmore** State: **VA** Zip: **23350**

Name and title of local official you have discussed this project with who could answer questions for the local CEO: **Taylor Dukes - Zoning Administrator**

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

Chief Executive Officer's Name: **Charles Kolakowski**  
 Chief Executive Officer's Title: **County Manager** Phone: **(757) 678-0440**  
 Street Address: **16404 Courthouse Road**  
 City: **Eastville** State: **VA** Zip: **23347**

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

**ACTION:** Provide Locality Notification Letter at **Tab M** if applicable.

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

Non Profit Pool

or

b. If requesting Tax Exempt Bonds, 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, 2023.

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, 2023, 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 2023 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 dev to this 9% allocation request and the remaining development will be a 4% tax exempt bond ap FALSE

If true, provide name of companion development [Redacted]

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

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

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 due the Authority, including reservation fees and monitoring fees, by electronic payment (ACH c TRUE

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

**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.*

Owner Name: Legacy Plaza, LLC

Developer Name: New Road Community Development Group, Inc.

Contact: M/M  Ms.  First: Ava MI: Last: Gabrielle-Wise

Address: 3281 Broad Street, PO Box 1296

City: Exmore St.  VA  Zip: 23350

Phone: (201) 401-8547 Ext. Fax:

Email address: avagabrielle@ussustainabledevelopmentcorp.com

Federal I.D. No. 922068054 (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.

Jeffrey Michael Meyer - jmeyer@vacdc.org (804) 543-2208

- 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)**

**2. a. Principal(s) of the General Partner:** List names of individuals and ownership interest.

Names **	Phone	Type Ownership	% Ownership
Legacy Plaza Management, LLC	(201) 401-8547	MM	#####
New Road Community Development Group			0.000% <i>need.</i>
Ava Gabrielle-Wise, President			0.000% <i>need.</i>
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%

**C. OWNERSHIP INFORMATION**

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			0.000%
			0.000%

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The above should include 100% of the GP or LLC member interest.

### C. OWNERSHIP INFORMATION

**\*\*** These should be the names of individuals who make up the General Partnership, not simply the names of entities which may comprise those components.

**ACTION:**

- a. Provide Principals' Previous Participation Certification **(Mandatory TAB C)**
- b. 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. Indicate if at least one principal listed above 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 FALSE

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

### 3. Developer Experience:

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

FALSE 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. **(Tab P)**

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

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. **(Tab P)**

**D. SITE CONTROL**

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

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

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

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

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

Applicant controls site by (select one):

Select Type:  Purchase Contract

Expiration Date: 12/31/24

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..... 12/31/24 .

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: New Road Community Development Group, Inc.

Address: 3281 Broad Street, PO Box 1296

City: Exmore St.: VA Zip: 23350

Contact Person: Ava Gabrielle-Wise Phone: (201) 401-8547

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>
New Road Community Developm	#####	Fee simple	100.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Sara Langan	This is a Related Entity.	FALSE
Firm Name:	Applegate & Thorne-Thomsen	DEI Designation?	FALSE
Address:	425 S Financial Place, Chicago IL 60605		
Email:	slangan@att-law.com	Phone:	(312) 491-4451
2. Tax Accountant:	Mike Vicars	This is a Related Entity.	FALSE
Firm Name:	Dooley & Vicars	DEI Designation?	FALSE
Address:	1100 Boulders Parkway, Suite 600, N Chesterfield VA 23225		
Email:	mike@dvcpas.com	Phone:	(804) 355-2808
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Role:	
		Phone:	
4. Management Entity:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
5. Contractor:	Warren Thomas	This is a Related Entity.	FALSE
Firm Name:	RMT Construction	DEI Designation?	TRUE
Address:	1040 Old Bonair Rd, Richmond, VA 23235		
Email:	wthomas@rmt-construction.com	Phone:	(804) 683-9545
6. Architect:	Steven J Cirile	This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:	stevencirile@aol.com	Phone:	(443) 235-5476
7. Real Estate Attorney	Lynwood Lewis	This is a Related Entity.	FALSE
Firm Name:	Custis, Dix, Lewis and Custis	DEI Designation?	FALSE
Address:	23345 Counsel Drive, Accomac VA 23301		
Email:	llewis@lwlewislaw.com	Phone:	(757) 787-2770
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:			
Email:		Role:	
		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 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 c 0
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... FALSE
- d. This development is an existing RD or HUD S8/236 development..... FALSE  
**Action:** (If True, provide required form in **TAB Q**)

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

- i. Applicant agrees to waive all rights to any developer's fee or other fees associated with acquisition..... FALSE
- ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline..... FALSE

**2. Ten-Year Rule For Acquisition Credits**

- a. All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% basis/\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement..... FALSE
- b. All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),..... FALSE
  - i. Subsection (I)..... FALSE
  - ii. Subsection (II)..... FALSE
  - iii. Subsection (III)..... FALSE
  - iv. Subsection (IV)..... FALSE
  - v. Subsection (V)..... FALSE
- c. The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)..... FALSE
- d. There are different circumstances for different buildings..... FALSE  
**Action:** (If True, provide an explanation for each building in Tab K)

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

a. Credits are being requested for rehabilitation expenditures..... FALSE

**b. Minimum Expenditure Requirements**

i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... FALSE

ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... FALSE

iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... FALSE

iv. There are different circumstances for different buildings..... FALSE

**Action:** (If True, provide an explanation for each building in Tab K)

**G. NONPROFIT INVOLVEMENT**

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

**All Applicants** - Section 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 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**)

**B. Type of involvement:**

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

or

Nonprofit meets eligibility requirements for nonprofit pool and points. TRUE

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

The nonprofit organization involved in this development is: ▶ Other

Name: New Road Community Development Group, Inc.

Contact Person: Ava Gabrielle-Wise

Street Address: 3281 Broad Street PO Box 1296

City: Exmore State: ▶ VA Zip: 23350

Phone: ##### Contact Email: ivagabrielle@ussustainabledevelopmentcorp.com

**G. NONPROFIT INVOLVEMENT**

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

Specify the nonprofit entity's percentage ownership of the general partnership 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 meeting Virginia Housing's specifications. **(TAB V)**  
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

**Name of qualified nonprofit:** New Road Community Development Group, 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)**

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

**H. STRUCTURE AND UNITS INFORMATION**

**# General Information**

a. Total number of <b>all</b> units in development	35	bedrooms	73
Total number of <b>rental</b> units in development	35	bedrooms	73
Number of low-income rental units	35	bedrooms	73
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	35	bedrooms	73
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.....		59,252.00	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		6,325.00	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		2,280.00	
g. Total Usable Residential Heated Area.....		50,647.00	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .		100.00%	
i. Exact area of site in acres .....	2.667		
j. Locality has approved a final site plan or plan of development.....		TRUE	
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development.			
<b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....		FALSE	

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**# UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	772.00	SF	5	5
2BR Garden	1170.00	SF	22	22
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	1628.00	SF	6	6
2+ Story 3BR Townhouse	2310.00	SF	2	2
2+ Story 4BR Townhouse	0.00	SF	0	0
			35	35

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

**# Structures**

- a. Number of Buildings (containing rental units)..... 6
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 3

d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use: retail

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

**H. STRUCTURE AND UNITS INFORMATION**

g. Indicate **True** for all development's structural features that apply:

i. Row House/Townhouse	<u>TRUE</u>	v. Detached Single-family	<u>FALSE</u>
ii. Garden Apartments	<u>TRUE</u>	vi. Detached Two-family	<u>FALSE</u>
iii. Slab on Grade	<u>TRUE</u>	vii. Basement	<u>FALSE</u>
iv. Crawl space	<u>FALSE</u>		

h. Development contains an elevator(s). TRUE

If true, # of Elevators. 2

Elevator Type (if known) \_\_\_\_\_

i. Roof Type ▶ Combination

j. Construction Type ▶ Combination

k. Primary Exterior Finish ▶ Combination

**# Site Amenities (indicate all proposed)**

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

l. Describe Community Facilities: \_\_\_\_\_

m. Number of Proposed Parking Spaces 66

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 s TRUE

If **True**, Provide required documentation (**TAB K3**).

**H. STRUCTURE AND UNITS INFORMATION**

**# 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.

**# Market Study Data: (MANDATORY)**

Obtain the following information from the **Market Study** conducted in connection with this tax credit application:

Project Wide Capture Rate - LIHTC Units	13.60
Project Wide Capture Rate - Market Units	
Project Wide Capture Rate - All Units	13.60
Project Wide Absorption Period (Months)	5

**J. ENHANCEMENTS**

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

- a. **New Construction:** must meet all criteria for EPA 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.

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

**ACTION:** Provide RESNET rater certification (**TAB F**)

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

**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.
- 50.00% b1. Percentage of brick covering the exterior walls.
- 50.00% 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.
- FALSE c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
- TRUE d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- f. *Not applicable for 2022 Cycles*
- FALSE g. Each unit is provided free individual high speed internet access.
- or
- FALSE h. Each unit is provided free individual WiFi access.
- TRUE i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE j. Full bath fans are equipped with a humidistat.
- FALSE k. Cooking surfaces are equipped with fire prevention features
- or
- TRUE l. Cooking surfaces are equipped with fire suppression features.
- FALSE m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- 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)
- 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 | U.S. Green Building Council LEED certification | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification                           |

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

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

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

- |                               |                                     |                                |                         |
|-------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> TRUE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|-------------------------------|-------------------------------------|--------------------------------|-------------------------|

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

77% of Total Rental Units

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

If not, please explain:

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

**I. UTILITIES**

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	16	19	22	0
Air Conditioning	0	8	9	11	0
Cooking	0	7	8	9	0
Lighting	0	26	30	35	0
Hot Water	0	15	18	21	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$72	\$84	\$98	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**FALSE**

a. Any development in which (i) the greater of 5 units or 10% of 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

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

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

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

**TRUE**

b. Any development in which ten percent (10%) of the 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.**

# **Special Housing Needs/Leasing Preference:**

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

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

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

##### Supportive Housing (as described in the Tax Credit Manual)

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

**K. SPECIAL HOUSING NEEDS**

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

**Action:** Provide Relocation Plan and Unit Delivery Schedule **(Mandatory if tenants are displaced -**

**# 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: Accomack-Northampton Regional Housing Authority

Contact person: Elaine Meil

Title: Executive Director

Phone Number: (757) 787-2936

**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: 8  
% of total Low Income Units 23%

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

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

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

First Name: Ava

Last Name: Gabrielle-Wise

Phone Number: (201) 401-8547 Email: avagabrielle@ussustainabledevelopmentcorp.org



**L. UNIT DETAILS**

**1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEG**

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

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

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
35	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
35	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
18	51.43%	50% Area Median
17	48.57%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
35	100.00%	<b>Total</b>

- b. The development plans to utilize average income..... FALSE  
 If true, should the points based on the units assigned to the levels above be waived and therefore not required for cor  
 20-30% Levels FALSE 40% Levels FALSE 50% levels FALSE

**2. Unit Detail 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.

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	50% AMI	3	3	800.00	\$575.00	\$1,725
Mix 2	1 BR - 1 Bath	60% AMI	2	1	800.00	\$650.00	\$1,300
Mix 3	2 BR - 1.5 Bath	50% AMI	11		900.00	\$710.00	\$7,810
Mix 4	2 BR - 1.5 Bath	60% AMI	11		900.00	\$850.00	\$9,350
Mix 5	3 BR - 2 Bath	50% AMI	4		1200.00	\$825.00	\$3,300
Mix 6	3 BR - 2 Bath	60% AMI	4		1200.00	\$950.00	\$3,800
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0

L. UNIT DETAILS

Mix 12									\$0
Mix 13									\$0
Mix 14									\$0
Mix 15									\$0
Mix 16									\$0
Mix 17									\$0
Mix 18									\$0
Mix 19									\$0
Mix 20									\$0
Mix 21									\$0
Mix 22									\$0
Mix 23									\$0
Mix 24									\$0
Mix 25									\$0
Mix 26									\$0
Mix 27									\$0
Mix 28									\$0
Mix 29									\$0
Mix 30									\$0
Mix 31									\$0
Mix 32									\$0
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Mix 34									\$0
Mix 35									\$0
Mix 36									\$0
Mix 37									\$0
Mix 38									\$0
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Mix 43									\$0
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Mix 45									\$0
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Mix 51									\$0
Mix 52									\$0
Mix 53									\$0
Mix 54									\$0
Mix 55									\$0
Mix 56									\$0
Mix 57									\$0
Mix 58									\$0
Mix 59									\$0
Mix 60									\$0
Mix 61									\$0
Mix 62									\$0
Mix 63									\$0
Mix 64									\$0
Mix 65									\$0
Mix 66									\$0
Mix 67									\$0

**L. UNIT DETAILS**

Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
<b>TOTALS</b>			35	4			\$27,315

<b>Total</b>	<b>35</b>	<b>Net Rentable SF: TC Units</b>	<b>43,988.00</b>
<b>Units</b>		<b>MKT Units</b>	<b>0.00</b>
		<b>Total NR SF:</b>	<b>43,988.00</b>

**Floor Space Fraction (to 7 decimals) 100.00000%**

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$1,500
2. Office Salaries			\$1,785
3. Office Supplies			\$3,300
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$26,000
	<u>8.09%</u> of EGI	<u>\$742.86</u> Per Unit	
6. Manager Salaries			\$18,720
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$300
9. Auditing			\$4,500
## Bookkeeping/Accounting Fees			\$2,500
## Telephone & Answering Service			\$950
## Tax Credit Monitoring Fee			\$1,225
## Miscellaneous Administrative			\$1,000
<b>Total Administrative</b>			<b>\$61,780</b>

**Utilities**

## Fuel Oil			\$0
## Electricity			\$4,000
## Water			\$22,000
## Gas			\$0
## Sewer			\$22,000
<b>Total Utility</b>			<b>\$48,000</b>

**Operating:**

## Janitor/Cleaning Payroll			\$0
## Janitor/Cleaning Supplies			\$0
## Janitor/Cleaning Contract			\$0
## Exterminating			\$1,000
## Trash Removal			\$5,000
## Security Payroll/Contract			\$0
## Grounds Payroll			\$0
## Grounds Supplies			\$250
## Grounds Contract			\$2,000
## Maintenance/Repairs Payroll			\$10,000
## Repairs/Material			\$1,500
## Repairs Contract			\$500
## Elevator Maintenance/Contract			\$15,000
## Heating/Cooling Repairs & Maintenance			\$300
## Pool Maintenance/Contract/Staff			\$0
## Snow Removal			\$500
## Decorating/Payroll/Contract			\$0
## Decorating Supplies			\$300
## Miscellaneous			\$1,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$37,350</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

## Real Estate Taxes	\$30,000
## Payroll Taxes	\$3,000
## Miscellaneous Taxes/Licenses/Permits	\$1,500
## Property & Liability Insurance	\$37,000
## Fidelity Bond	\$75
## Workman's Compensation	\$450
## Health Insurance & Employee Benefits	\$4,650
## Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$76,675</b>

**Total Operating Expense** **\$223,805**

<b>Total Operating Expenses Per Unit</b>	\$6,394	<b>C. Total Operating Expenses as % of</b>	69.60%
--	---------	--	--------

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Mini \$12,900

<b>Total Expenses</b>	<b>\$236,705</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	Complete	Ava Gabrielle-Wise
b. Site Acquisition	12/31/23	Ava Gabrielle-Wise
c. Zoning Approval	Complete	Ava Gabrielle-Wise
d. Site Plan Approval	Complete	Ava Gabrielle-Wise
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	8/1/23	Ava Gabrielle-Wise
ii. Conditional Commitment	10/1/23	Ava Gabrielle-Wise
iii. Firm Commitment	11/1/23	Ava Gabrielle-Wise
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	8/1/23	Ava Gabrielle-Wise
ii. Conditional Commitment	10/1/23	Ava Gabrielle-Wise
iii. Firm Commitment	11/1/23	Ava Gabrielle-Wise
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application		
ii. Conditional Commitment		
iii. Firm Commitment		
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
<b>2. Formation of Owner</b>		
<b>3. IRS Approval of Nonprofit Status</b>	Complete	Ava Gabrielle-Wise
<b>4. Closing and Transfer of Property to Owner</b>	12/31/23	Ava Gabrielle-Wise
<b>5. Plans and Specifications, Working Drawings</b>	7/1/23	Ava Gabrielle-Wise
<b>6. Building Permit Issued by Local Government</b>	8/1/23	Ava Gabrielle-Wise
<b>7. Start Construction</b>	2/1/24	Ava Gabrielle-Wise
<b>8. Begin Lease-up</b>	10/1/24	Ava Gabrielle-Wise
<b>9. Complete Construction</b>	12/31/24	Ava Gabrielle-Wise
<b>10. Complete Lease-Up</b>	6/1/25	Ava Gabrielle-Wise
<b>11. Credit Placed in Service Date</b>	12/31/24	Ava Gabrielle-Wise

**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

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.

<b>Item</b>	<b>(A) Cost</b>	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b><u>Must Use Whole Numbers Only!</u></b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	4,559,998	0	0	4,559,998
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	1,000,000	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	5,559,998	0	0	4,559,998
f. Earthwork	1,197,500	0	0	1,197,500
g. Site Utilities	665,000	0	0	665,000
h. Renewable Energy	0	0	0	0
i. Roads & Walks	228,105	0	0	228,105
j. Site Improvements	21,640	0	0	21,640
k. Lawns & Planting	35,000	0	0	35,000
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	150,000	0	0	150,000
q. Other Site work	166,500	0	0	166,500
<b>Total Land Improvements</b>	2,463,745	0	0	2,463,745
<b>Total Structure and Land</b>	8,023,743	0	0	7,023,743
r. General Requirements	320,950	0	0	320,950
s. Builder's Overhead	320,950	0	0	320,950
( 4.0% Contract)				
t. Builder's Profit	481,424	0	0	481,424
( 6.0% Contract)				
u. Bonds	314,153	0	0	314,153
v. Building Permits	74,008	0	0	74,008
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Insurance	75,000	0	0	75,000
z. Other 2: Letter of Credit	0	0	0	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$9,610,228</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,610,228</b>

**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		
MUST USE WHOLE NUMBERS ONLY!	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"	(D)	
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	20,000	0	0	20,000
b. Architecture/Engineering Design Fee ##### /Unit)	400,000	0	0	400,000
c. Architecture Supervision Fee \$0 /Unit)	0	0	0	0
d. Tap Fees	40,000	0	0	40,000
e. Environmental	10,000	0	0	10,000
f. Soil Borings	20,000	0	0	20,000
g. Green Building (Earthcraft, LEED, etc.)	25,000	0	0	25,000
h. Appraisal	10,000	0	0	10,000
i. Market Study	3,750	0	0	3,750
j. Site Engineering / Survey	10,000	0	0	10,000
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	20,000	0	0	20,000
n. Construction Interest ( 7.0% fo 14 months)	200,000	0	0	200,000
o. Taxes During Construction	10,000	0	0	10,000
p. Insurance During Construction	50,000	0	0	50,000
q. Permanent Loan Fee ( 0.0% )	0	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	0	15,000
u. Accounting	0	0	0	0
v. Title and Recording	35,000	0	0	35,000
w. Legal Fees for Closing	50,000	0	0	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	52,660	0	0	0
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	160,000	0	0	0
ad. Contingency	488,960	0	0	488,960
ae. Security	0	0	0	0
af. Utilities	20,000	0	0	20,000

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify soft cost reserve	20,000	0	0	20,000
(2) Other* specify	0	0	0	0
(3) Other* specify	0	0	0	0
(4) Other* specify	0	0	0	0
(5) Other* specify	0	0	0	0
(6) Other* specify	0	0	0	0
(7) Other* specify	0	0	0	0
(8) Other* specify	0	0	0	0
(9) Other* specify	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$1,660,370</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,397,710</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$11,270,598</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,007,938</b>
<b>3. Developer's Fees</b>	<b>1,000,000</b>	<b>0</b>	<b>0</b>	<b>1,000,000</b>
<b>Action:</b> Provide Developer Fee Agreement (Tab A)				
<b>4. Owner's Acquisition Costs</b>				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	<b>\$12,270,598</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,007,938</b>

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building

**Maximum Developer Fee:** \$1,331,648

Proposed Development's Cost per Sq Foot \$207 **Meets Limits**  
 Applicable Cost Limit by Square Foot: \$239

Proposed Development's Cost per Unit \$350,589 **Proposed Cost per Unit exceeds limit**  
 Applicable Cost Limit per Unit: \$288,464

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	12,270,598	0	0	11,007,938

**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	11,007,938
---	---	------------

**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	3,302,381
c. For Green Certification (Eligible Basis x 10%)		0

**Total Adjusted Eligible basis**

0	14,310,319
---	------------

**5. Applicable Fraction**

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

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

0	0	14,310,319
---	---	------------

**7. Applicable Percentage**

9.00%	9.00%	9.00%
-------	-------	-------

(Beginning in 2021, All Tax Exempt requests should use the standard 4% rate and all 9% requests should use the standard 9% rate.)

**8. Maximum Allowable Credit under IRC §42**

\$0	\$0	\$1,287,929
-----	-----	-------------

(Qualified Basis x Applicable Percentage)  
(Must be same as BIN total and equal to or less than credit amount allowed)

\$1,287,929 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.	Not Yet known			\$5,000,000	
2.					
3.					
Total Construction Funding:				\$5,000,000	

**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)
				<i>(Whole Numbers only)</i>				
1.	VH REACH Mixed Use Mixed Income			\$2,000,000	\$62,300	0.50%	35	35
2.	DHCD VHTF			\$700,000	\$3,500	0.50%		30
3.	DHCD HIEE			\$950,000		0.00%		30
4.	DHCD HOME			\$700,000	\$3,500	0.50%		30
5.	Sponsor Loan (Town of Exmore)			\$500,000		0.00%		30
6.	Sponsor Loan (HUD award)			\$500,000		0.00%		30
7.								
8.								
9.								
10.								
Total Permanent Funding:				\$5,350,000	\$69,300			

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					

**Q. SOURCES OF FUNDS**

Total Permanent Grants:

\$0

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	Sponsor Loan (Town of Exmore)		\$500,000
2.	Sponsor Loan (HUD award)		\$500,000
3.	DHCD HOME		\$700,000
4.			
5.			
Total Subsidized Funding			\$1,700,000

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$2,000,000
g.	HOME Funds	\$700,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$700,000
k.	Other: HUD award	\$500,000
l.	Other: Town of Exmore	\$500,000

Market-Rate Loans

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

Grants\*

a.	CDBG	\$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:

[Empty text box for listing financing and credit enhancements]

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

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

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

c. **FALSE** Other [Empty text box]

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. Equity that Sponsor will Fund:

i. Cash Investment	\$0
ii. Contributed Land/Building	\$0
iii. Deferred Developer Fee	\$500,000 (Note: Deferred Developer Fee cannot be negative.)
iv. 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** \$500,000

**2. Equity Gap Calculation**

a. Total Development Cost		\$12,270,598
b. Total of Permanent Funding, Grants and Equity	-	\$5,850,000
c. Equity Gap		\$6,420,598
d. Developer Equity	-	\$642
e. Equity gap to be funded with low-income tax credit proceeds		\$6,419,956

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

a. Actual or Anticipated Name of Syndicator: Virginia Community Development Corporation (VCDC)

Contact Person:	Jeffrey Michael Meyer	Phone:	(804) 543-2208
Street Address:	1840 W Broad Street, Suite 200		
City:	Richmond	State:	VA
		Zip:	23220

b. Syndication Equity

i. Anticipated Annual Credits	\$738,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.870
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$737,926
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$6,419,956

c. Syndication: Private

d. Investors: Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$6,419,956

**5. Net Equity Factor**

Must be equal to or greater than 85% 86.9999737101%

**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>\$12,270,598</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$5,850,000</u>
3. Equals Equity Gap		<u>\$6,420,598</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>86.9999737101%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$7,380,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$738,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,287,929</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$738,000</u>
Credit per LI Units	<u>\$21,085.7143</u>	<b>Combined 30% &amp; 70% PV Credit Requested</b>
Credit per LI Bedroom	<u>\$10,109.5890</u>	
		<b>\$738,000</b>

9. **Action:** Provide Attorney’s Opinion (**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	\$27,315
Plus Other Income Source (list) <u>commercial</u>	\$1,500
Equals Total Monthly Income:	<u>\$28,815</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$345,780
Less Vacancy Allowance <u>7.0%</u>	<u>\$24,205</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b><u>\$321,575</u></b>

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

Total Monthly Income for Market Rate Units:	\$0
Plus Other Income Source (list): <u></u>	<u>\$0</u>
Equals Total Monthly Income:	<u>\$0</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$0
Less Vacancy Allowance <u>0.0%</u>	<u>\$0</u>
<b>Equals Annual Effective Gross Income (EGI) - Market Rate Units</b>	<b><u>\$0</u></b>

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

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

a. Annual EGI Low-Income Units	<u>\$321,575</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$321,575</u>
d. Total Expenses	<u>\$236,705</u>
e. Net Operating Income	<u>\$84,870</u>
f. Total Annual Debt Service	<u>\$69,300</u>
g. Cash Flow Available for Distribution	<u>\$15,570</u>

## 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	321,575	328,007	334,567	341,258	348,084
Less Oper. Expenses	236,705	243,806	251,120	258,654	266,414
Net Income	84,870	84,201	83,447	82,604	81,670
Less Debt Service	69,300	69,300	69,300	69,300	69,300
Cash Flow	15,570	14,901	14,147	13,304	12,370
Debt Coverage Ratio	1.22	1.22	1.20	1.19	1.18

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	355,045	362,146	369,389	376,777	384,312
Less Oper. Expenses	274,406	282,638	291,117	299,851	308,846
Net Income	80,639	79,508	78,272	76,926	75,466
Less Debt Service	69,300	69,300	69,300	69,300	69,300
Cash Flow	11,339	10,208	8,972	7,626	6,166
Debt Coverage Ratio	1.16	1.15	1.13	1.11	1.09

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	391,999	399,839	407,835	415,992	424,312
Less Oper. Expenses	318,112	327,655	337,485	347,609	358,038
Net Income	73,887	72,184	70,351	68,383	66,274
Less Debt Service	69,300	69,300	69,300	69,300	69,300
Cash Flow	4,587	2,884	1,051	-917	-3,026
Debt Coverage Ratio	1.07	1.04	1.02	0.99	0.96

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**

<b>Number of BINS:</b>	6
------------------------	---

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).

**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.		2		1-2 Ruth Wise Road		Exmore	VA	23350					\$0					\$0	\$817,732		9.00%	\$73,596
2.		2		3-4 Ruth Wise Road		Exmore	VA	23350					\$0					\$0	\$817,733		9.00%	\$73,596
3.		2		5-6 Ruth Wise Road		Exmore	VA	23350					\$0					\$0	\$817,732		9.00%	\$73,596
4.		2		7-8 Ruth Wise Road		Exmore	VA	23350					\$0					\$0	\$817,733		9.00%	\$73,596
5.		12		0 Ruth Wise Road Blding A		Exmore	VA	23350					\$0					\$0	\$4,906,395		9.00%	\$441,576
6.		15		0 Ruth Wise Road Building B		Exmore	VA	23350					\$0					\$0	\$6,132,994		9.00%	\$551,969
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

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

Totals from all buildings

\$0

\$0

\$0

\$0

\$14,310,319

\$1,287,929

Number of BINS: 6

**V. STATEMENT OF OWNER**

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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 Legacy Plaza, LLC

By: Ava Gabrielle-Wise
Its: Authorized Signatory
(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: SCOTT GARY ROGERS  
Virginia License#: 017078  
Architecture Firm or Company: SOLUTIONS IPM, LLC

By: Scott G. Rogers

Its: DIRECTOR OF ARCHITECTURE / ASSOCIATE  
(Title)

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

**W. LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Y	0 to 10	10.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>25.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	13.85%	Up to 40	27.71
d. Tax abatement on increase of property's value	Y	0 or 5	5.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	N	Up to 20	0.00
<b>Total:</b>			<b>37.71</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			61.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Provides approved resident services or eligible childcare services	N	0 or 15	0.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	77%	Up to 15	11.57
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			147.57

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$66,400	\$71,300

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	5.71%	Up to 15	4.29
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	51.43%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	51.43%	Up to 50	50.00
Total:			69.29

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	N	0 or 5	0.00
b. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
c. Developer experience - 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 ite	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. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			0.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	142.33
b. Cost per unit		Up to 100	26.70
Total:			169.03

7. BONUS POINTS:

a. Extended compliance	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	<u>0.00</u>
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	<u>0.00</u>
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	<u>0.00</u>
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	<u>5.00</u>
g. Commitment to electronic payment of fees	Y	0 or 5	<u>5.00</u>
	Total:		<u><u>70.00</u></u>
400 Point Threshold - all 9% Tax Credits			<b>TOTAL SCORE:</b>
300 Point Threshold - Tax Exempt Bonds			<b><u><u>518.60</u></u></b>

**Enhancements:**

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance material	40	40.00
c. Sub metered water expense	5	0.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	0.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	0.00
l. Cooking surfaces equipped with fire suppression features	2	2.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	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>61.00</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: 61.00**

X. Development Summary

Summary Information 2023 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Legacy Plaza

Cycle Type: 9% Tax Credits Requested Credit Amount: \$738,000  
 Allocation Type: New Construction Jurisdiction: Northampton County  
 Total Units: 35 Population Target: General  
 Total LI Units: 35  
 Project Gross Sq Ft: 59,252.00 Owner Contact: Ava Gabrielle-Wise  
 Green Certified? TRUE

**Total Score**  
**518.60**

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$5,350,000	\$152,857	\$90	\$69,300
Grants	\$0	\$0		
Subsidized Funding	\$1,700,000	\$48,571		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$8,023,743	\$229,250	\$135	65.39%
General Req/Overhead/Profit	\$1,123,324	\$32,095	\$19	9.15%
Other Contract Costs	\$463,161	\$13,233	\$8	3.77%
Owner Costs	\$1,660,370	\$47,439	\$28	13.53%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$1,000,000	\$28,571	\$17	8.15%

**Total Uses** \$12,270,598 \$350,589

Income		
Gross Potential Income - LI Units		\$345,780
Gross Potential Income - Mkt Unit:		\$0
Subtotal		\$345,780
Less Vacancy %	7.00%	\$24,205
<b>Effective Gross Income</b>		\$321,575

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$61,780	\$1,765
Utilities	\$48,000	\$1,371
Operating & Maintenance	\$37,350	\$1,067
Taxes & Insurance	\$76,675	\$2,191
<b>Total Operating Expenses</b>	\$223,805	\$6,394
Replacement Reserves	\$12,900	\$369
<b>Total Expenses</b>	\$236,705	\$6,763

Cash Flow	
EGI	\$321,575
Total Expenses	\$236,705
<b>Net Income</b>	\$84,870
Debt Service	\$69,300
<b>Debt Coverage Ratio (YR1):</b>	<b>1.22</b>

**Total Development Costs**

Total Improvements	\$11,270,598
Land Acquisition	\$0
Developer Fee	\$1,000,000
<b>Total Development Costs</b>	<b>\$12,270,598</b>

Proposed Cost Limit/Sq Ft: \$207  
 Applicable Cost Limit/Sq Ft: \$239  
 Proposed Cost Limit/Unit: \$350,589  
 Applicable Cost Limit/Unit: \$288,464

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	5
# of 2BR	28
# of 3BR	2
# of 4+ BR	0
<b>Total Units</b>	<b>35</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	18
60% AMI	35	17
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 30

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

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

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

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

Combined Max	\$1,287,929
Credit Requested	\$738,000
% of Savings	42.70%
Sliding Scale Points	142.33

**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	\$12,270,598
Total Square Feet	59,252.00
Proposed Cost per SqFt	\$207.09
Applicable Cost Limit per Sq I	\$239.00
% of Savings	13.35%
Total Units	35
Proposed Cost per Unit	\$350,589
Applicable Cost Limit per Uni	\$288,464
% of Savings	-21.54%
Max % of Savings	13.35%
Sliding Scale Points	26.70

# Tab A:

Organizational Documents, developer fee agreement and Org Chart for this deal  
(MANDATORY)

## LEGACY PLAZA, LLC OPERATING AGREEMENT

This Operating Agreement (this "*Agreement*") of **Legacy Plaza, LLC**, a Virginia Limited Liability Company (the "*Company*"), dated February 7, 2023 is hereby entered into by the undersigned persons (each a "*Member*" and collectively, the "*Members*").

In consideration of mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**1. Name.** The name of the Company is: **Legacy Plaza, LLC**

**2. Purposes and Powers.** The Company is organized for the purpose of engaging in any lawful act or activity for which a limited liability company may be organized under the laws of the Commonwealth of Virginia. The Company will have the power to make and perform all contracts and to engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the Commonwealth of Virginia. In addition, the Company, without limiting the foregoing authority, is authorized: (A) to acquire and hold real and personal property in the name of the Company and to dispose of same; (B) to borrow funds, execute and issue promissory notes and other evidences of indebtedness, and secure the same by mortgage, deed of trust, pledge, or other lien or security interest, for the purpose of securing indebtedness of the Company; and (C) to enter into, perform, and carry out contracts, incur and discharge obligations, and engage in other activities that may be necessary and proper for the protection and benefit of the Company and the accomplishment of its purposes and objectives.

**3. Term.** The Company's existence commenced January 31, 2023 (the date of filing and acceptance of the Company's Articles of Organization in the Office of the State Corporation Commission of the Commonwealth of Virginia) and the Company's existence will terminate as determined herein, or otherwise as provided by Virginia law.

**4. Members; Additional Members.** The Members names, initial capital contribution and initial membership interests in the Company (the "*Membership Interests*") are set forth on **EXHIBIT A** attached hereto (the "*Schedule of Members*"). Additional Members may be added upon the prior written approval of all Members. To the extent additional Members have been approved, the Schedule of Members may be amended by the Company without the consent of the Members to include such additional Members upon the execution by such additional Members of a counterpart signature page hereto. The Schedule of Members may also be amended by the Company without the consent of the Members to delete any reference to a Member to the extent such Member no longer holds a membership interest in the Company.

**5. Transfer or Voluntary Withdrawal of a Member.** Except as otherwise provided herein, no Member may assign, sell, transfer, pledge, or otherwise dispose of or encumber his respective interest without the express prior written consent of all other Members.

Any such action without such prior written consent will be null and void as against the Company.

**6. Capital Contributions; Capital Accounts.** The initial capital of the Company will consist of dollars and that property with the agreed value indicated, shown opposite each Member's name on the Schedule of Members. Such contributions will entitle them to the interest in the Company capital shown opposite their name on the Schedule of Members. Each Member will each contribute capital to the Company from time to time as agreed upon by the Members. Unless otherwise agreed, any additional contributions to the capital of the Company will be made on a pro rata basis in accordance with their respective interests in the Company (as reflected in the Schedule of Members). Additional contributions to the capital of the Company will be made in cash unless otherwise agreed by the Members. No Member will have the right to withdraw or reduce his contribution to the capital of the Company. An individual capital account will be maintained for each Member to which will be credited or charged capital contributions or withdrawals of cash or property.

**7. Management of the Company.** The management, operation and policies of the Company are vested exclusively in the Members. The Members shall have the power on behalf and in the name of the Company to carry out and implement any and all of the objects and purposes of the Company. The Members will have, and is hereby vested with, full power and authority to execute and deliver such documents and instruments and to do all other things by and on behalf of the Company which are consistent herewith, including hiring, contracting with and/or obtaining assistance from any third party consultants, advisors and contractors as needed to carry out the purposes of the Company. Notwithstanding anything contained herein to the contrary, the Members may hire or appoint a Manager to manage the day to day operations of the Company in lieu of such operation by the Members. Notwithstanding anything contained herein to the contrary, the Members do hereby appoint **Legacy Plaza Management LLC** the Manager of the Company.

**8. Distributions to Members.** The net cash profits of the Company may be distributed among the Members from time to time as determined by the Members in their sole discretion. Undistributed net cash profits will be added to the members' capital accounts, pro rata. Net losses will be borne by all Members pro rata in accordance with the amounts of their then respective capital accounts. The term "net cash profits" of the Company will mean gross income from the Company less operating expenses. The respective amounts of the Members' capital in the Company may be returned to them, in whole or in part, in cash or in property, from time to time in the absolute discretion of the Members. Such return will be pro rata to all Members in accordance with the amounts of their respective capital contributions. No Member will have the right to demand or receive property other than cash in return for his contribution. No Member will have the right to demand the return of his capital prior to the dissolution of the Company.

**9. Dissolution.** Upon the dissolution of the Company, the Members will proceed to the liquidation of the Company, and the proceeds of such liquidation will be applied and distributed in the following order of priority:

(a) The affairs of the Company shall be wound up and terminated under the direction of the Members. All matters relating to the liquidation of the Company shall be determined by the Members.

(b) The proceeds of liquidation shall be distributed by the Company in payment of its liabilities in the following order:

- (i) to creditors, other than Members, in the order of priority established by law;
- (ii) Members in repayment of loans made to the Company; and
- (iii) to all Members in accordance with the positive balances in their Capital Accounts. If a Member's capital account has a deficit balance (after giving effect to all contributions, distributions and allocations for all taxable years, including the year in which such liquidation occurs), such Member shall have no obligation to contribute to the capital of the Company to restore such deficit balance to zero.

**10. Binding on Heirs, etc.** Except as otherwise provided for herein, this Agreement will be binding upon and inure to the benefit of the parties signatory hereto, their respective successors and assigns.

**11. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of the Agreement will be interpreted as if such provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

**12. Miscellaneous.** The terms and provisions of this Agreement may only be modified, amended or waived with the written consent of the Member or Members holding 75% of the interest of the outstanding Membership Interests of the Company. This Agreement will be construed in accordance with the laws of the Commonwealth of Virginia. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral.

IN WITNESS WHEREOF, the undersigned parties have signed this Operating Agreement as of the date set forth opposite their names.

**MEMBER:**

Legacy Plaza, LLC

By: *Ava Gabrielle-Wise*  
Legacy Plaza Management, LLC, Managing Member  
New Roads Development Group, Inc., its Managing Member  
by Ava Gabrielle-Wise, its President

**EXHIBIT A**

**SCHEDULE OF MEMBERS AND MEMBERSHIP INTERESTS**

<u>Name</u>	<u>Membership Interest</u>
Legacy Plaza Management, LLC	100%

# Legacy Plaza Organizational Chart



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") made as of March 1, 2023, by and between **New Road Development Group, Inc**, a Virginia not for profit corporation (the "Developer") and **Legacy Plaza, LLC**, a Virginia limited liability company (the "Company").

### WITNESSETH:

WHEREAS, the Company has been formed to develop, construct, ground lease, maintain and operate certain property as low-income residential rental housing, to be known as **Legacy Plaza**, to be located at 11366 Jane Pittman Road in the Town of Exmore Virginia (the "Project"); and

WHEREAS, the Project, following the completion of construction, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(1) of the Code).

WHEREAS, the Developer has provided and will continue to provide certain services with respect to the Project during the acquisition, development, rehabilitation and initial operating phases thereof.

WHEREAS, in consideration for such services, the Company has agreed to pay to the Developer certain fees computed in the manner stated herein.

**NOW, THEREFORE**, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

Section 1. Development Services.

(a) The Developer has performed certain services relating to the development of the Project and shall oversee the development and construction of the Project, and shall perform the services and carry out the responsibilities with respect to the Project as are set forth herein, and such additional duties and responsibilities as are reasonably within the general scope of such services and responsibilities and are designated from time to time by the Company.

(b) The Developer's services shall be performed in the name and on behalf of the Company and shall consist of the duties set forth in subparagraphs (i)-(xiii) below of this Section 1(b) and as provided elsewhere in this Agreement; provided, however, that if the performance of any duty of the Developer set forth in this Agreement is beyond the reasonable control of the Developer, the Developer shall nonetheless be obligated to (i) use its best efforts to perform such duty and (ii) promptly notify the Company that the

performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

(i) Negotiate and cause to be executed in the name and on behalf of the Company any agreements for architectural, engineering, testing or consulting services for the Project, and any agreements for the construction of any improvements or tenant improvements to be constructed or installed by the Company or the furnishing of any supplies, materials, machinery or equipment therefor, or any amendments thereof, provided that no agreement shall be executed nor binding commitment made until the terms and conditions thereof and the party with whom the agreement is made have been approved by the managing member of the Company (“Managing Member”) unless the terms, conditions, and parties comply with guidelines issued by the Managing Member concerning such agreements;

(ii) Assist the Company in identifying sources of construction financing for the Project and negotiate the terms of such financing with lenders;

(iii) Establish and implement appropriate administrative and financial controls for the design and construction of the Project, including but not limited to:

(A) coordination and administration of the Project architect, the general contractor, and other contractors, professionals and consultants employed in connection with the design or rehabilitation of the Project;

(B) administration of any construction contracts on behalf of the Company;

(C) participation in conferences and the rendering of such advice and assistance as will aid in developing economical, efficient and desirable design and construction procedures;

(D) the rendering of advice and recommendations as to the selection of subcontractors and suppliers;

(E) the review and submission to the Company for approval of all requests for payments under any architectural agreement, general contractor's agreement, or any construction loan agreements with any lending institutions providing funds for the benefit of the Company for the design or construction of any improvements;

(F) the submission of any suggestions or requests for changes which could in any reasonable manner improve the design, efficiency or cost of the Project;

(G) applying for the maintaining in full force and effect any and all governmental permits and approvals required for the lawful construction of the Project;

(H) compliance with all terms and conditions applicable to the Company or the Project contained in any governmental permit or approval required or obtained for the lawful construction of the Project, or in any insurance policy affecting or covering the Project, or in any surety bond obtained in connection with the Project;

(I) furnishing such consultation and advice relating to the construction of the Project as may be reasonably requested from time to time by the Company;

(J) keeping the Company fully informed on a regular basis of the progress of the design and construction of the Project, including the preparation of such reports as are provided for herein or as may reasonably be requested by the Company and which are of a nature generally requested or expected of construction managers or similar owner's representatives on similar projects;

(K) giving or making the Company's instructions, requirements, approvals and payments provided for in the agreements with the Project architect, general contractor, and other contractors, professionals and consultants retained for the Project; and

(L) at the Company's expense, filing on behalf of and as the attorney-in-fact for the Company any notices of completion required or permitted to be filed upon the completion of any improvement(s) and taking such actions as may be required to obtain any certificates of occupancy or equivalent documents required to permit the occupancy of the Project.

(iv) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or

construction of the Project, and in addition to verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

(v) If requested to do so by the Company, perform on behalf of the Company all obligations of the Company with respect to the design or construction of the Project contained in any loan agreement or security agreement in connection with the Project, or in any lease or rental agreement relating to space in the Project, or in any agreement entered into with any governmental body or agency relating to the terms and conditions of such construction, provided that copies of such agreements have been provided by the Company to the Developer or the Company has otherwise notified the Developer in writing of such obligations;

(vi) To the extent requested to do so by the Company, prepare and distribute to the Company a critical path schedule, and periodic updates thereto as necessary to reflect any material changes, but in any event not less frequently than quarterly, other design or construction cost estimates as required by the Company, and financial accounting reports, including monthly progress reports on the quality, progress and cost of construction and recommendations as to the drawing of funds from any loans arranged by the Company to cover the cost of design and construction of the Project, or as to the providing of additional capital contributions should such loan funds for any reason be unavailable or inadequate;

(vii) At the Company's expense, obtain and maintain insurance coverage for the Project, the Company, the management agent of the Project ("Management Agent"), and the Developer and its employees, at all times until final completion of construction of the Project, in accordance with an insurance schedule approved by the Company, which insurance shall include general public liability insurance covering claims for personal injury, including but not limited to bodily injury, or property damage, occurring in or upon the Property or the streets, passageways, curbs and vaults adjoining the Property. Such insurance shall be in a liability amount approved by the Company;

(viii) To the extent applicable to the construction of the Project, comply with all present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices having jurisdiction over the Project. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent

contractors performing work in connection with the construction of the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

(ix) Assemble and retain all contracts, agreements and other records and data as may be necessary to carry out the Developer's functions hereunder. Without limiting the foregoing, the Developer will prepare, accumulate and furnish to the Company and the appropriate governmental authorities, as necessary, data and information sufficient to identify the market value of improvements in place as of each real property tax lien date, and will take application for appropriate exclusions from the capital costs of the Project for purposes of real property ad valorem taxes;

(x) Coordinate and administer the design and construction of all interior tenant improvements to the extent required under any leases or other occupancy agreements to be constructed or furnished by the Company with respect to the initial leasing of space in the Project, whether involving building standard or non-building standard work;

(xi) Use its best efforts to accomplish the timely completion of the Project in accordance with the approved plans and specifications and the time schedules for such completion approved by the Company;

(xii) At the direction of the Company, implement any decisions of the Company made in connection with the design, development and construction of the Project or any policies and procedures relating thereto, exclusive of leasing activities; and

(xiii) Perform and administer any and all other services and responsibilities of the Developer which are set forth in any other provisions of this Agreement, or which are requested to be performed by the Company and are within the general scope of the services described herein.

Section 2. Limitations and Restrictions. Notwithstanding any provisions of this Agreement, the Developer shall not take any action, expend any sum, make any decision, give any consent, approval or authorization, or incur any obligation with respect to any of the following matters unless and until the same has been approved by the Company:

(a) Approval of all construction and architectural contracts and all architectural plans, specifications and drawings prior to the construction and/or alteration of any improvements contemplated thereby, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost

thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

(c) Making any expenditure or incurring any obligation by or on behalf of the Company or the Project involving a sum in excess of \$25,000 or involving a sum of less than \$25,000 where the same relates to a component part of any work, the combined cost of which exceeds \$25,000, except for expenditures made and obligations incurred pursuant to and specifically set forth in a construction budget approved by the Company (the "Construction Budget") or for such matters as may be otherwise expressly delegated to the Developer by the Company;

(d) Making any expenditure or incurring any obligation which, when added to any other expenditure, exceeds the Construction Budget or any line item specified in the Construction Budget, except for such matters as may be otherwise expressly delegated in writing to the Developer by the Company; or

(e) Expending more than what the Developer in good faith believes to be the fair and reasonable market value at the time and place of contracting for any goods purchased or leased or services engaged on behalf of the Company or otherwise in connection with the Project.

### Section 3. Accounts and Records.

(a) The Developer on behalf of the Company, shall keep such books of account and other records as may be required and approved by the Company, including, but not limited to, records relating to the costs of construction advances. The Developer shall keep vouchers, statements, receipted bills and invoices and all other records, in the form approved by the Company, covering all collections, if any, disbursements and other data in connection with the Project prior to final completion of construction. All accounts and records relating to the Project, including all correspondence, shall be surrendered to the Company, upon demand without charge therefor.

(b) The Developer shall cooperate with the Management Agent to facilitate the timely preparation by the Management Agent of such reports and financial statements as the Management Agent is required to furnish pursuant to the management agreement between the Company and the Management Agent ("Management Agreement").

(c) All books and records prepared or maintained by the Developer shall be kept and maintained at all times at the place or places approved by the Company, and shall be available for and subject to audit, inspection and copying by the Management Agent, the Company or any representative or auditor thereof or supervisory or regulatory authority, at the times and in the manner set forth in the Company Agreement.

### Section 4. Obligation To Complete Construction.

The Developer shall complete the construction of the Project or cause the same to be completed in a good and workmanlike manner, free and clear of all mechanic's, materialmen's or similar liens, and shall equip the Project or cause the same to be equipped with all necessary and appropriate fixtures, equipment and articles of personal property, including refrigerators and ranges, provided for in the loan and other documents governing the development and operation of the Project and in the plans and specifications for the Project.

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to one million and No/100 Dollars (\$1,000,000.00). The Development Amount shall be deemed to have been earned as follows:

- (i) Twenty percent (20%) as of the date of this Agreement;
- (ii) Eighty percent (80%) upon substantial completion of the Project;

The Development Amount shall be paid from and only to the extent of the Company's available cash, in installments as follows:

- (i) Zero percent (0 %) on initial equity funding of the Project;
- (ii) Eighty percent (80%) upon substantial completion of the Project; and
- (iii) Twenty percent (20 %) upon achievement of 100 % occupancy for the Project.

Any installment of the Development Amount not paid when otherwise due hereunder shall be deferred without interest and shall be paid from next available cash, provided, however, that any unpaid balance of the Development Amount shall be due and payable in all events at the earlier of (i) the thirteenth anniversary of the date of this Agreement, or (ii) if the Project qualifies for Tax Credits under Code Section 42, then the end of the Project's compliance period.

Section 6. Applicable Law.

This Agreement, and the application or interpretation hereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7. Binding Agreement.

This Agreement shall be binding on the parties hereto, their heirs, executors, personal representatives, successors and assigns. As long as the Developer is not in default under this Agreement, the obligation of the Company to pay the Development Amount shall not be affected by any change in the identity of the Managing Member of the Company.

Section 8. Headings.

All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

Section 9. Terminology.

All personal pronouns used in this Agreement, whether used in the 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 10. Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Partners and shall not inure to the benefit of any creditor of the Company other than a Partner, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first written above.

COMPANY:

**Legacy Plaza, LLC**, a Virginia limited liability company

By: Legacy Plaza Management, LLC a Virginia limited liability company

By: Ava Gabrielle-Wise  
Name: Ava Gabrielle-Wise  
Title: Authorized Signatory

DEVELOPER:

New Road Development Group, Inc.

By: Ava Gabrielle-Wise  
Name: Ava Gabrielle-Wise  
Title: President

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, January 31, 2023

This is to certify that the certificate of organization of

### **Legacy Plaza, LLC**

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business.

Effective date: January 31, 2023



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)

### Previous Participation Certification Instructions

#### General Instructions

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- 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. 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.

#### Definitions

*Development* - the proposed multifamily rental housing development.

*Participants* - the principals who will participate in the ownership of the development.

*Principal* - any person (including any individual, joint venture, partnership, limited liability company, corporation, nonprofit organization, trust, or any other public or private entity) that (i) with respect to the proposed development, will own or participate in the ownership of the proposed development or (ii) with respect to an existing multifamily rental property, has owned or participated in the ownership of such property, all as more fully described herein below. The person who is the owner of the proposed development or multifamily rental property is considered a principal. In determining whether any other person is a principal, the following guidelines shall govern:

- In the case of a partnership which is a principal (whether as the owner or otherwise), all general partners are also considered principals, regardless of the percentage interest of the general partner;
- In the case of a public or private corporation or organization or governmental entity that is a principal (whether as the owner or otherwise), principals also include the president, vice president, secretary, and treasurer and other officers who are directly responsible to the board of directors or any equivalent governing body, as well as all directors or other members of the governing body and any stockholder having a 25% or more interest;
- In the case of a limited liability company (LLC) that is a principal (whether as the owner or otherwise), all members are also considered principals, regardless of the percentage interest of the member;
- In the case of a trust that is a principal (whether as the owner or otherwise), all persons having a 25% or more beneficial ownership interest in the assets of such trust;
- In the case of any other person that is a principal (whether as the owner or otherwise), all persons having a 25% or more ownership interest in such other person are also considered principals; and
- Any person that directly or indirectly controls, or has the power to control, a principal shall also be considered a principal.

## Appendices continued

### **Please follow guidelines below for listing principals.**

- If the owner is a partnership, list the names of all GPs, regardless of % interest in the General Partnership.
- If the owner is an LLC, list the names of all members regardless of % interest.
- If the owner is a Corporation (public or private), Organization or Governmental Entity, list the names of officers who are directly responsible to the Board of Directors (or equivalent) and any stockholder having a 25% or more interest.
- If the owner is a Trust, list the names of all persons having a 25% or more beneficial ownership interest in the assets of the trust.
- If the owner is an Individual, list the name of anyone having a 25% or more ownership interest of the named individual.

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 call the Tax Credit Allocation Department at 804-343-5518.

**Previous Participation Certification**

Development Name \_\_\_\_\_

Name of Applicant (entity) \_\_\_\_\_

**I hereby certify that:**

1. All the statements made by me 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.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, 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 the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, 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; and
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 of its employees.
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

## Appendices continued

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 in 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.

*Ava Gabrielle-Wise*

\_\_\_\_\_  
Signature

Ava Gabrielle-Wise

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
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 \_\_\_\_\_

Name of Applicant \_\_\_\_\_

**INSTRUCTIONS:**

1. A Schedule A is required for every individual that makes up the GP or Managing Member - does not apply to principals of publicly traded corporations.
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 \_\_\_\_\_

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*  YES  NO

	Development Name and 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.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

# Appendices continued

## List of LIHTC Developments (Schedule A)

Development Name Legacy Plaza  
 Name of Applicant Legacy Plaza, LLC

**INSTRUCTIONS:**

1. **A Schedule A is required for every individual that makes up the GP or Managing Member -** does not apply to principals of publicly traded corporations.
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 New Road Community Development Group, Inc.

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*  YES  NO

	Development Name and 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.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

# Appendices continued

## List of LIHTC Developments (Schedule A)

Development Name Legacy Plaza  
 Name of Applicant Legacy Plaza, LLC

**INSTRUCTIONS:**

1. **A Schedule A is required for every individual that makes up the GP or Managing Member -** does not apply to principals of publicly traded corporations.
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 Ava Gabrielle-Wise

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?\*      YES    NO

	Development Name and 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.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

# **Tab E:**

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

## REAL ESTATE CONTRACT OF PURCHASE

**THIS CONTRACT OF PURCHASE** (hereinafter "Contract") is made as of March 7, 2023 between **NEW ROAD COMMUNITY DEVELOPMENT GROUP, INC.**, whose address is 3280 Broad Street, Exmore, Virginia 23350, owner of record of the Property herein (the "Seller", whether one or more), and **LEGACY PLAZA, LLC**, whose address is 3280 Broad Street, Exmore, Virginia 23350 (the "Purchaser", whether one or more). Unless otherwise specified herein, the acceptance date of this Contract shall be the date of acceptance as inserted in the blank above the signature of the Seller below.

**1. Real Property:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (the "Property"), located in Northampton County, Virginia, and described as:

Tax Map Number:

OIOAI-08-00-000000A - Parcel B New Road Community  
OIOAI-08-00-000000B - Parcel A New Road Community  
OIOAI-08-00-0000017 - Lot 17 New Road Community  
OIOAI-08-00-0000018 - Lot 18 New Road Community  
OIOAI-08-00-0000019 - Lot 19 New Road Community  
OIOAI-08-00-0000020 - Lot 20 New Road Community  
OIOAI-08-00-0000021 - Lot 21 New Road Community  
OIOAI-08-00-0000022 - Lot 22 New Road Community

**2. Purchase Price:** The parties hereto agree that the purchase price is to be determined by an Appraisal performed by a licensed Appraiser agreed to by the parties and the appraised amount to be reflected as the purchase price in an Addendum to the Contract.

**\$N/A Other Financing Terms:** This is a cash transaction.

**\$0.00 Deposit:** *N/A*.

**Balance of the Purchase Price:** To be paid by Purchaser with certified or cashier's check or wired funds to the Settlement Agent at Settlement.

**Total Purchase Price** for real property to be determined as set forth above.

**3. Financing:** No financing contingency.

**4. Settlement Agent and Possession:** Settlement shall be made at the offices of **Lynwood W. Lewis, Jr.**, ("Settlement Agent") located at 23345 Counsel Drive, Accomac, Virginia 23301 **on or about December 31, 2024** ("Settlement Date"). Possession shall be given at Settlement, unless otherwise agreed in writing by the parties.

**5. Brokerage Fee:** No commission is due.

## 6. Required Disclosures

### a.) Mechanics' and Materialmen's Liens

#### NOTICE

Virginia law (Virginia Code § 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of; (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials; or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. (See Standard Provision J on Exhibit A.)

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

**b.) Adjoining Property:** Seller makes no representations as to matter affecting adjacent parcels, and Purchaser should exercise whatever due diligence that Purchaser deems necessary with respect to adjacent parcels.

**c.) Title Insurance Notification:** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

**d.) Notice to Purchaser:** Purchaser should exercise whatever due diligence Purchaser deem necessary with respect to information on any sexual offender registered under Chapter 23, Section 19.2-387 et seq. of Title 19. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000.

**e.) Notice to Purchaser Regarding Settlement Agent and Settlement Services:** Choice of Settlement Agent: You have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the Contract between the parties. If part of the Purchase Price is financed, your lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party of the transaction for the purpose of providing legal services to that party.

Escrow, closing and settlement services guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

7. **Standard Provisions:**

A. **Deposit:** \$000.00

B. **Expenses and Prorations:** The parties hereto agree that each shall pay their own closing costs and fees for this transaction. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement.

C. **Title:** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of general warranty containing English covenants of title, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller may, at Seller's expense, take such action as is necessary to cure the defect. If Seller declines or acting in good faith is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser and the Deposit returned to Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph but not longer than 60 days.

D. **Risk of Loss:** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either; (i) terminating this Contract in which event the Deposit shall be returned to Purchaser; or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all the Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

E. **Affidavits and Certificates:** Seller shall deliver to Purchaser an affidavit on a form acceptable to Purchaser's lender, if applicable, signed by Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property, or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid. Seller shall also deliver to Purchaser applicable non-foreign status and state residency certificates and applicable 1099 IRS certificates.

F. **Assignment:** This Contract may be assigned by Buyer upon written notice to Seller.

G. **Inspection Period:** The Seller and the Purchaser agree that the Purchaser shall be allowed the right of entry on the property, for a period of 30 days following the date of this Contract for the purpose of conducting such physical surveys, environmental surveys, and audits, inspections, tests, borings, and the like as the Purchaser may, in its discretion, deem appropriate.

In the event that the Property is not suitable to the Purchaser in all regards, the Purchaser may terminate this Contract during the Inspection Period and receive a full refund of its Deposit, whereupon neither party shall have any further liability to any other party to this Contract. However, if the Purchaser does

not terminate this Contract during the Inspection Period, conditions precedent to Closing are waived and the Inspection Period is terminated.

Should the Purchaser terminate this Contract during the Inspection Period, the Purchaser shall provide to the Seller the results of any and all test, audits, or surveys accomplished on the Property, at no cost to the Seller.

- H. Contingencies:** The County of Northampton and all other applicable governmental authorities, approving the subdivision survey, together with all other documents, reports and studies as may be required by such applicable governmental authority, as submitted by Buyer, satisfactory to Buyer. Nothing herein shall be deemed to require Buyer to revise any survey, agreement, documents, report or study previously submitted by Buyer for such governmental approval, provided, however, that Buyer may, in its sole discretion, revise any of the foregoing.
- I. Real Estate Commission:** The Seller and Buyer hereby acknowledge that no real estate agent was involved in this sale and each agrees to hold the other harmless from any claim for a commission by reason of any action on their part.
- J. Acceptance of the Deed:** The acceptance of the General Warranty Deed by the Buyer shall be deemed to be the full performance and discharge of every agreement and obligation of Seller herein contained and expressed, with the exception of any paragraph which specifically states that it survives closing.
- K. Severability:** If any provision of this Contract shall be invalid, the other provisions hereof shall not be effected thereby and shall remain in full force and effect.
- L. Further Actions:** Each party hereto shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to the Purchaser and to vest in each party all rights, interest and benefits intended to be confirmed by this Contract.
- M. Miscellaneous:**
- 1.) The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, heirs, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.
  - 2.) This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Facsimile documents and signatures shall be deemed original documents and signatures.
  - 3.) The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns; that unless amended in writing by Seller and Buyer, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties or representations not

herein contained, and that it shall be construed under the laws of the Commonwealth of Virginia

4.) SELLER WARRANTIES

- a.) Seller warrants that it is the record owner of the Property
- b.) Seller warrants that there are no actions, suits, proceedings or investigation pending or, to the Seller's actual or constructive knowledge, threatened against or affecting the Property, or arising out of Seller's conduct on the Property.
- c.) Seller warrants that, to the best of its knowledge, the Seller is in substantial compliance with the laws, orders and regulations of each governmental department, commission, board or agency, having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.
- d.) Seller warrants that the Seller is not a party to, nor subject to, nor bound by any contract or lease of any kind relating to the Property, with the exception of such contracts and leases as are set forth on the attached Schedule B.

8. **Seller's and Purchaser's Options:** In the event that the total cost of fulfilling Seller's obligations set forth in Paragraphs 8.C in Standard Provisions exceeds \$500.00 total, Seller shall have the option to: (i) pay the total cost; or (ii) pay \$500.00 to the Purchaser and to refuse to pay any excess over that amount. If the Seller elects (ii), Purchaser shall have the option to accept the Property in its present condition, in which case Seller shall pay \$500.00 to Purchaser at Settlement or terminate this Contract and recover the Deposit.

9. **Acceptance:**

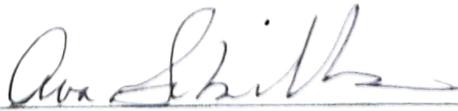
This Contract when signed by Buyer shall be deemed an offer and shall remain in effect, unless withdrawn, until the 9<sup>th</sup> day of Mar, 2024 at 5:00 p.m. If not accepted within that time by Seller by a delivery of a signed copy of this Contract to Buyer or Buyer's designated representative, this Contract shall become null and void.

Seller accepts this Contract at 3:25 a.m./p.m. on the 9<sup>th</sup> day of March, 23.

WITNESS the following signatures and seals.

NEW ROAD DEVELOPMENT GROUP, INC.

3/7/23  
DATE

BY  (SEAL)  
MANAGING MEMBER  
SELLER

COMMONWEALTH of Virginia,  
County of Northampton, to-wit:

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of March, 2023 by  
Karamiah Jimenez

Karamiah R. Jimenez (SEAL)  
Notary Public

My Commission expires: 08/31/2025



**LEGACY PLAZA, LLC**

3-9-2023  
**DATE**

BY [Signature] (SEAL)  
**MANAGING MEMBER**  
**PURCHASER**

Commonwealth of Virginia,  
County of Northampton, to-wit:

The foregoing instrument was acknowledged before me this 9 day of March, 2023  
by Karamiah Jimenez

Karamiah R. Jimenez  
Notary Public

My commission expires: 8/31/2025





NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2641	Due Date:	12/05/2022
Account No.	10000358		

## REAL ESTATE BILL 2022

\*009249/23 MULTI D-009249

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

**Inquiries:**

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12711	010A1-08-00-000000A PARCEL A NEW ROAD COMMUN	18,000		0	18,000	0.760	136.80	0.00	136.80

**PLEASE READ THE REVERSE SIDE OF THIS BILL  
FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

OR  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	136.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$136.80</b>

*Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.*

Account Number:  Bill Number:  RPC:  Bill Year:

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	136.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$136.80</b>

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

Daytime Telephone #:



NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2642	Due Date:	12/05/2022
Account No.	10000358		

## REAL ESTATE BILL 2022

\*009249/23 MULTI D-009249

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

**Inquiries:**

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

Page 1 of 2

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12712	010A1-08-00-000000B PARCEL B	23,100		0	23,100	0.760	175.56	0.00	175.56

**PLEASE READ THE REVERSE SIDE OF THIS BILL FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

OR  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	175.56
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$175.56</b>

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 Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.

Account Number:  Bill Number:  RPC:  Bill Year:

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	175.56
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$175.56</b>

Daytime Telephone #:

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

00002082022200002642700000175562



NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2598	Due Date:	12/05/2022
Account No.	408820		

## REAL ESTATE BILL 2022

\*006027/1 PRSRT D-006027



NEW ROAD COMMUNITY DEVELOPMENT  
 PO BOX 1296  
 EXMORE VA 23350-1296

### Inquiries:

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12673	010A1-08-00-0000017 LOT 17 NEW ROAD COMMUNITY	5,500		0	5,500	0.760	41.80	0.00	41.80

**PLEASE READ THE REVERSE SIDE OF THIS BILL FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

OR  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.

Account Number:  Bill Number:  RPC:  Bill Year:

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

NEW ROAD COMMUNITY DEVELOPMENT  
 PO BOX 1296  
 EXMORE, VA 23350

Daytime Telephone #:

00002082022200002598100000041806



NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2599	Due Date:	12/05/2022
Account No.	10000358		

## REAL ESTATE BILL 2022

### Inquiries:

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

\*009249/23 MULTI D-009249

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

Page 1 of 2

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12674	010A1-08-00-0000018 LOT 18 NEW ROAD COMMUNITY	5,500		0	5,500	0.760	41.80	0.00	41.80

**PLEASE READ THE REVERSE SIDE OF THIS BILL FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

**OR**  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.

Account Number:  Bill Number:  RPC:  Bill Year:

Current Taxes	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

Daytime Telephone #:

00002082022200002599900000041806



NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2600	Due Date:	12/05/2022
Account No.	10000358		

## REAL ESTATE BILL 2022

\*009249/23 MULTI D-009249

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

**Inquiries:**

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

Page 1 of 2

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12675	010A1-08-00-0000019 LOT 19 NEW ROAD COMMUNITY	5,500		0	5,500	0.760	41.80	0.00	41.80

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<https://www.co.northampton.va.us/payments>

OR  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

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 Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.

Account Number:  Bill Number:  RPC:  Bill Year:

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

Daytime Telephone #:

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

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NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2601	Due Date:	12/05/2022
Account No.	10000358		

## REAL ESTATE BILL 2022

\*009249/23 MULTI D-009249

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

**Inquiries:**

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12676	010A1-08-00-0000020 LOT 20 NEW ROAD COMMUNITY	5,000		0	5,000	0.760	38.00	0.00	38.00

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**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

OR  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	38.00
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$38.00</b>

*Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.*

Account Number:  Bill Number:  RPC:  Bill Year:

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	38.00
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$38.00</b>

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

Daytime Telephone #:

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NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2602	Due Date:	12/05/2022
Account No.	10000358		

## REAL ESTATE BILL 2022

### Inquiries:

For questions regarding payment please contact the Treasurer's Office at **(757) 678-0450**

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at **(757) 678-0446**.

\*009249/23 MULTI D-009249

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12677	010A1-08-00-0000021 LOT 21 NEW ROAD COMMUNITY	5,500		0	5,500	0.760	41.80	0.00	41.80

**PLEASE READ THE REVERSE SIDE OF THIS BILL FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

**OR**  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

*Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.*

Account Number:  Bill Number:  RPC:  Bill Year:

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

Daytime Telephone #:

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

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NORTHAMPTON COUNTY  
 CYNTHIA S. BRADFORD - TREASURER  
 PO BOX 598  
 EASTVILLE, VA 23347

TEMP-RETURN SERVICE REQUESTED

Bill Number	2603	Due Date:	12/05/2022
Account No.	10000358		

## REAL ESTATE BILL 2022

\*009249/23 MULTI D-009249

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE VA 23350-1296

### Inquiries:

For questions regarding payment please contact the Treasurer's Office at (757) 678-0450

For questions regarding the assessment or license fee, please contact the Commissioner of Revenue at (757) 678-0446.

Page 1 of 2

RPC	Description	Land Value	Building value	Deferred Amount	Total Assessed	Rate	Assessed Tax	Tax Relief	Total
12678	010A1-08-00-0000022 LOT 22 NEW ROAD COMMUNITY	5,500		0	5,500	0.760	41.80	0.00	41.80

**PLEASE READ THE REVERSE SIDE OF THIS BILL FOR IMPORTANT INFORMATION**

**CREDIT CARD PAYMENT INSTRUCTIONS**  
<https://www.co.northampton.va.us/payments>

**OR**  
**CALL 1-888-272-9829**  
**Enter Jurisdiction Code 6228**

Total Current	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

Please make check payable to Northampton County Treasurer and return this portion with your payment. Your cancelled check will serve as your receipt.

Account Number:  Bill Number:  RPC:  Bill Year:

Envelopes must be postmarked on or before midnight of the due date.  
 10% Penalty - 10% Interest per year if not paid by due date.  
 No Paid Receipts unless requested.

Current Taxes	41.80
Amount Delinquent	0.00
Payments	0.00
<b>Total Due By 12/05/2022</b>	<b>\$41.80</b>

NEW ROAD COMMUNITY DEVELOPMENT GROU  
 EXMORE A VIRGINIA CORPORATION  
 PO BOX 1296  
 EXMORE, VA 23350

Daytime Telephone #:

00002082022200002603900000041806

# **Tab F:**

RESNET Rater Certification (MANDATORY)

## R. RESNET Rater Certification

### RESNET Rater Certification of Development Plans

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

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

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

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

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

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

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

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

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

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

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

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

#### Additional Optional Certifications

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

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

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





## Legacy Phase II Multi-Family Project (duplexes) 2023 LIHTC Pre-Review Comments

### Project Address

Ruth Wise Rd  
Exmore, VA 23350

### Project Summary

Legacy Phase II Multi-Family Project (duplexes) is a new construction low-rise multifamily development, comprised of 8 units located in Exmore, VA. New Road Community Development Group, Inc. plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking certification under the ENERGY STAR Multifamily New Construction Program V1.1 (ESMFNC). This level of certification requires the project to have a maximum HERS index in compliance with the Energy Star for Homes V3 floating target HERS score for townhomes and completion of all ENERGY STAR required checklists. Additionally the project is seeking certification under the Earthcraft Multifamily Program which requires a HERS of 70 at most and at least 150 points on the Multifamily New Construction workbook. Steven J. Cirile of Steven J. Cirile LLC is the primary architect contact for the project.

### Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.1 based on the proposed scope and plans provided by the project team dated February 27<sup>th</sup>, 2023. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 67. The following outlines the scope as it is currently modeled.

#### Enclosure:

- R-19 batt insulation over vented crawlspace
- R-20 Grade I cavity insulation in exterior above grade walls & R-20 rim and band
- R-13 Grade I cavity insulation in all adiabatic locations
- R-49 attic insulation
- 0.21 U-Value for opaque doors
- 0.30 U-Value/0.27 SHGC windows & glass doors

#### Mechanicals:

- Air Source Heat Pumps, 16 SEER, 9 HSPF
- 0.95 EF Electric storage water heater, 40 gallon
- 5 ACH<sub>50</sub> 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
- Renewaire EV90 providing fresh air



Lights & Appliances:

- ES rated kitchen appliances
  - 616 kWh/yr refrigerator
  - 295 kWh/yr dishwasher
- Advanced lighting 100% LED

Please let me know if you have any questions or if the above information does not accurately capture your current scope.

Sincerely,

A handwritten signature in black ink that reads "Katy Maher".

Katy Maher  
*Project Manager, Viridiant*



## Legacy Phase II Multi-Family Project (multifamily building) 2023 LIHTC Pre-Review Comments

### Project Address

Ruth Wise Rd  
Exmore, VA 23350

### Project Summary

Legacy Phase II Multi-Family Project (multifamily building) is a new construction low-rise multifamily development, comprised of 27 units located in Exmore, VA. New Road Community Development Group, Inc. plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking certification under the ENERGY STAR Multifamily New Construction Program V1 (ESMFNC). This level of certification requires the project to have a maximum HERS index in compliance with the ESMFNC floating target HERS score and completion of all ENERGY STAR required checklists. Additionally the project is seeking certification under the Earthcraft Multifamily Program which requires a HERS of 70 at most and at least 150 points on the Multifamily New Construction workbook. Steven J. Cirile of Steven J. Cirile LLC is the primary architect contact for the project.

### Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.1 based on the proposed scope and plans provided by the project team dated February 27<sup>th</sup>, 2023. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 64. The following outlines the scope as it is currently modeled.

#### Enclosure:

- R-10 slab edge insulation
- R-20 Grade I cavity insulation in exterior above grade walls & R-15 rim and band
- R-13 Grade I cavity insulation in all adiabatic locations
- R-49 attic insulation
- 0.21 U-Value for opaque doors
- 0.32 U-Value/0.27 SHGC windows & glass doors

#### Mechanicals:

- Air Source Heat Pumps, 19 SEER, 8.5 HSPF2
- 0.95 EF Electric storage water heater, 40 gallon
- 5 ACH<sub>50</sub> 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
- Renewaire EV90 providing fresh air



Lights & Appliances:

- ES rated kitchen appliances
  - 300 kWh/yr refrigerator
  - 295 kWh/yr dishwasher
- Advanced lighting 100% LED

Please let me know if you have any questions or if the above information does not accurately capture your current scope.

Sincerely,

A handwritten signature in black ink that reads "Katy Maher".

Katy Maher  
*Project Manager, Viridiant*

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: Le66mXKd

## HERS® Index Score:

# 58

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

## Annual Savings

# \$1,642

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

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

ENERGY STAR v3.1

ENERGY STAR v3

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

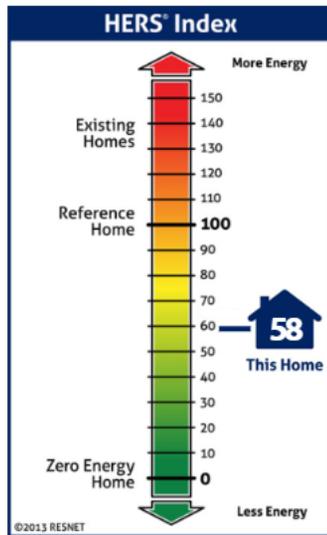
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	2,244 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.18 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: vwYYPK0L

## HERS® Index Score:

# 57

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

## Annual Savings

# \$1,494

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

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

ENERGY STAR v3.1

ENERGY STAR v3

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

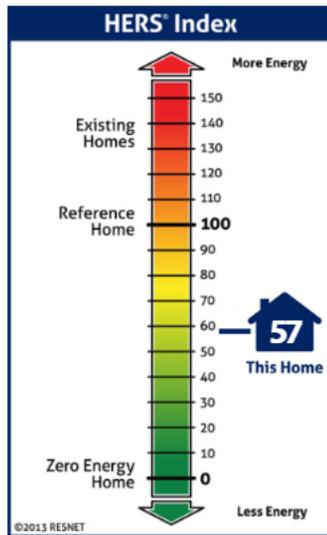
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Townhouse, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	2,037 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.2 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-19

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: LK55xbgv

## 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](http://www.hersindex.com)

## Annual Savings

# \$700

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

**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:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

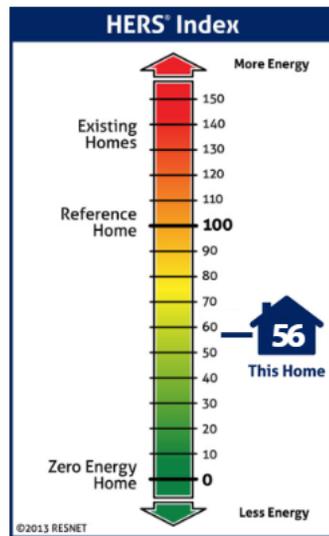
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	786 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.33 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: vg00OwB2

## 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](http://www.hersindex.com)

## Annual Savings

# \$745

\*Relative to an average U.S. home

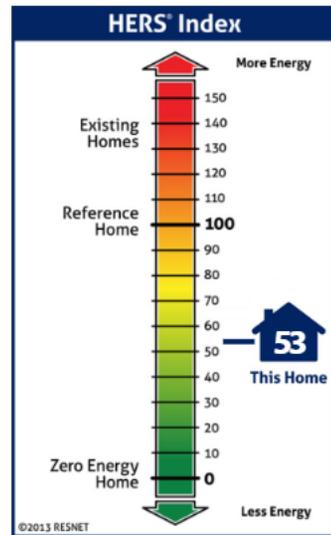
**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

**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:	786 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.33 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/14/23 at 10:00 AM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: L-6091Bd

## 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](http://www.hersindex.com)

## Annual Savings

# \$996

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

**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:** Katy Maher

ESNET ID: 2430236

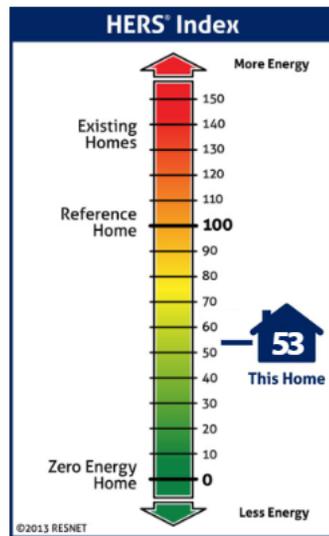
**Rating Company:** Viridian

1431 W. Main Street, Richmond, VA 23220

**Rating Province:** Viridian

1431 W. Main Street, Richmond, VA 23220

  
Katy Maher, Certified Energy Rater  
Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,222 ft <sup>2</sup>
Number of Bedroom:	2
Primary Heating System:	Air Source Heat Pump - Electric - HS-F2
Primary Cooling System:	Air Source Heat Pump - Electric - 19 SEER
Primary Water Heating:	Residential Water Heater - Electric - 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM @ 41 watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.33 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Adiabatic, R-13
Window: Type:	U-Value: 0.32, SHGC: 0.2
Foundation Walls:	N/A
Framed Floor:	N/A

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-14

Registry ID:

Ekotrope ID: vobbA45d

## HERS® Index Score:

# 49

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

## Annual Savings

# \$1,062

\*Relative to an average U.S. home

**Home:**  
Ruth Wise Road  
Exmore, VA 23350

**Builder:**

**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:** Katy Maher

RESNET ID: 2430236

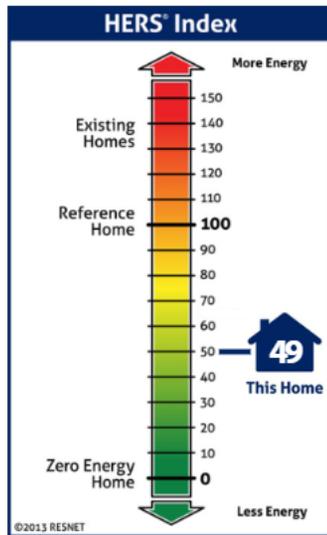
**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220

  
Katy Maher, Certified Energy Rater  
Digitally signed: 3/14/23 at 10:00 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,225 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50
Ventilation:	55 CFM • 41 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.33 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-20
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



**Project Name:** Legacy Phase II Multi-Family Project  
**Construction Type:** New Construction  
**Energy Efficiency Path:** ENERGY STAR

Unit Type	Quantity	HERS	ENERGY STAR Target
1BR Top	2	53	67
1BR Bottom/Mid	3	56	69
2BR Bottom/Mid	14	53	66
2BR Top	8	49	63
Duplex Plan 1	2	58	71
Duplex Plan 2	6	57	77
<b>Projected Project HERS - Weighted Average</b>		<b>53</b>	

# **Tab G:**

Zoning Certification Letter (MANDATORY)

**TOWN OF EXMORE**

P. O. Box 647 ♦ 3305 Main Street ♦ Exmore, Virginia 23350

Ph: (757) 442-3114 ♦ Fax: (757) 442-4038

**Zoning Certification**

**Date** February 1, 2023

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

**RE:** ZONING CERTIFICATION

Name of Development Legacy Plaza

Name of Owner/Applicant Legacy Plaza, LLC

Name of Seller/Current Owner New Road Community Development Group, Inc.

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

**Development Description:**

Development Address  
Ruth Wise Road, Exmore Virginia 23350

**Legal Description**

All that certain lots or parcels of land, situate in Northampton County, Virginia, designated as Lots A, B, 17, 18, 19, 20, 21, 22 that subdivision plat entitled A Plat of Survey New Road Community Located Near Exmore, Franktown District Northampton County, Virginia made by Shore Engineering, Inc. dated February 25, 1997, which is recorded in the Clerk's Office for the Circuit Court of Northampton County in Plat Book 26 Pages 20 and 21.

**Proposed Improvements**

- New Construction: 43 #Units 6 #Buildings 55000 Approx. Total Floor Area Sq. Ft.
- Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.
- Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings \_\_\_\_\_ Approx. Total Floor Area Sq. Ft.

**TOWN OF EXMORE**

P. O. Box 647 ♦ 3305 Main Street ♦ Exmore, Virginia 23350

Ph: (757) 442-3114 ♦ Fax: (757) 442-4038

Current Zoning: Mixed Residential (RM) allowing a density of \_\_\_\_\_ units per acre, and the following other applicable conditions:

\_\_\_\_\_

\_\_\_\_\_

Other Descriptive Information

\_\_\_\_\_

\_\_\_\_\_

**Local Certification**

Check one of the following as appropriate:

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

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

Date February 1, 2023

Signature 

Printed Name Taylor Dukes

Title of Local Official or Civil Engineer Public Works Manager

Phone 757-442-3114

## Legacy Plaza – legal description

010A1-08-00-000000A - Parcel B New Road Community

010A1-08-00-000000B - Parcel A New Road Community

010A1-08-00-0000017 - Lot 17 New Road Community

010A1-08-00-0000018 - Lot 18 New Road Community

010A1-08-00-0000019 - Lot 19 New Road Community

010A1-08-00-0000020 - Lot 20 New Road Community

010A1-08-00-0000021 - Lot 21 New Road Community

010A1-08-00-0000022 - Lot 22 New Road Community

# **Tab H:**

Attorney's Opinion (MANDATORY)

March 16, 2023

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

RE: 2023 Tax Credit Reservation Request or 2024 Forward Allocation Tax Credit Request

Name of Development: Legacy Plaza  
Name of Owner: Legacy Plaza, LLC

Gentlemen:

The 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 16, 2023 (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, 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.
4. The information set forth in the Unit Details section of the Application as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of

low-income housing.

7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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 or forward allocation 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.**

Sincerely,

*Applegate & Thorne-Thomsen, P.C.*

Applegate & Thorne-Thomsen, P.C.

# 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)

**V. Nonprofit Questionnaire**

**Nonprofit Questionnaire**

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

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

**1. General Information**

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

Indicate funding sources and amount used to pay for office space

\_\_\_\_\_  
\_\_\_\_\_

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

## Appendices continued

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

---

---

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

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

Describe the duties of all staff members:

---

---

---

---

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

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

---

---

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

---

---

n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.

---

---

---

---

o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses \_\_\_\_\_

---

---

---

---

# Appendices continued

## 2. Nonprofit Formation

a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_

---

---

---

b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?

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

---

---

---

c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?

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

---

---

---

d. Does any for-profit organization or local housing authority have the right to make such appointments?

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

---

---

---

e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?

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

---

---

---

f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?

YES    NO

## 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.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 3. Nonprofit Involvement

a. Is the nonprofit assured of owning an interest in the Development (either directly or through a wholly owned subsidiary) throughout the Compliance Period (as defined in §42(i)(1) of the Code)?

YES     NO

(i) Will the nonprofit own at least 10% of the general partnership/owning entity?

YES     NO

(ii) Will the nonprofit own 100% of the general partnership interest/owning entity?

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b. (i) Will the nonprofit be the managing member or managing general partner?

YES     NO    If yes, where in the partnership/operating agreement is this provision specifically referenced?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## 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?

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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:

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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:

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(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):

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(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 :

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## 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?

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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:

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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.

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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.

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(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?

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## 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.

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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.

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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:

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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:

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## 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:

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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.

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#### 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:

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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:

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## 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

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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:

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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:

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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:

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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:

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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:

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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).

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## 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).

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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:

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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:

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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:

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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:

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# 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 \_\_\_\_\_

Owner/Applicant \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Title

Date \_\_\_\_\_

\_\_\_\_\_

Nonprofit

By Ava Gabrielle-Wise President

Board Chairman

By Ava Gabrielle-Wise Executive Manager

Executive Director

**Not Applicable**

**Tab J:**

Relocation Plan and Unit Delivery Schedule

(MANDATORY-Rehab)

# Tab K:

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification

## RESOLUTION

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Town Council of the Town of Exmore, Virginia, desire to designate the area (the "Area") described on Exhibit A attached hereto as a revitalization area;

NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

(1) the facilities in the Area are subject to one or more of the following conditions: dilapidation, obsolescence; overcrowding; and

(2) 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 the Area and will induce other persons and families to live within the Area and thereby create a desirable economic mix of residents in the Area.

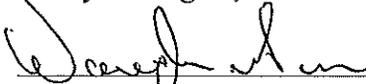
NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Area is hereby designated as a revitalization area.

NOW, THEREFORE, BE IT HEREBY FURTHER DETERMINED that the following portions of the buildings are to be located in the Area are necessary for the revitalization of the Area:

42,000 sf in multi-family buildings, one with 7,000 sf of commercial space.

ORDAINED by the Mayor and Council at its regular meeting held on August 1, 2022.

Approved this 1<sup>st</sup> day of August, 2022

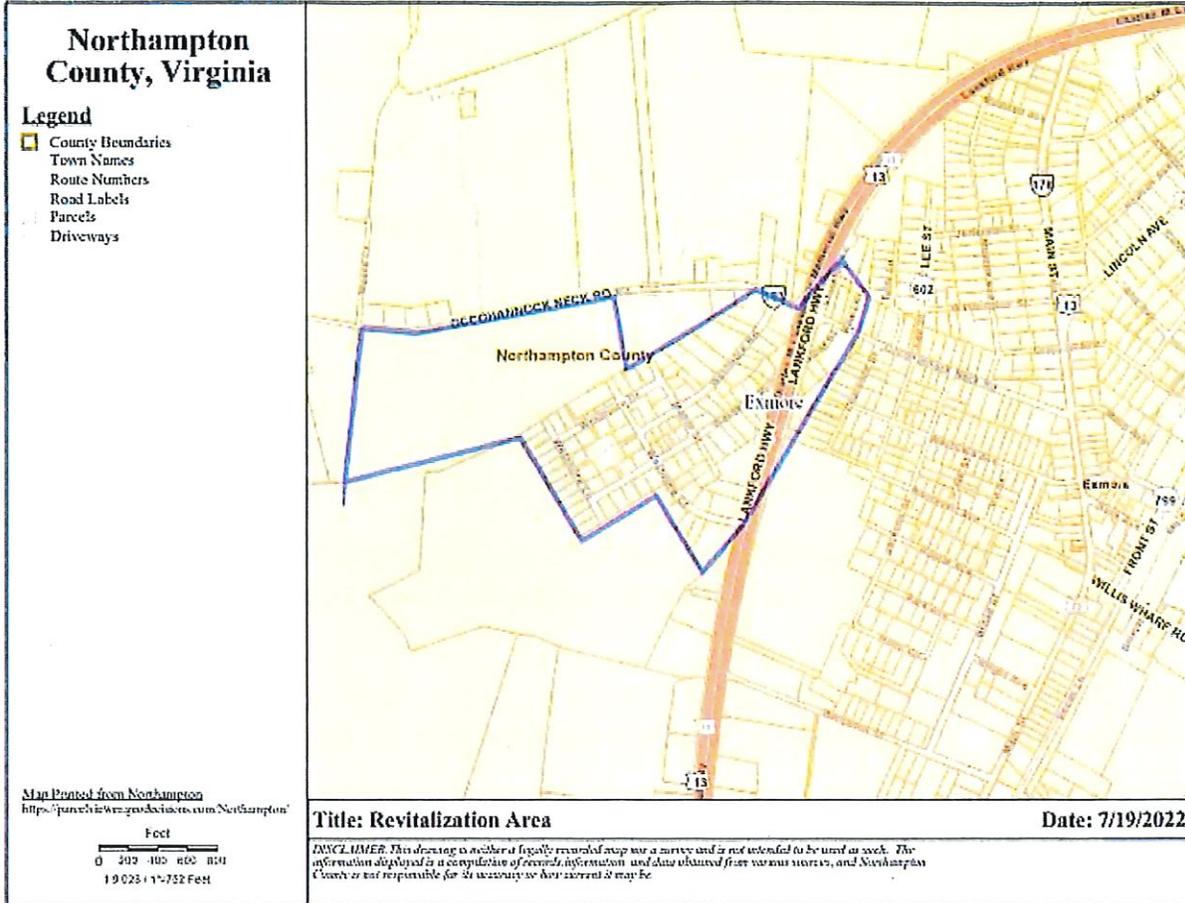
APPROVED:   
Douglas Greer, Mayor

---

At a regular meeting of the Town Council of the Town of Exmore, Virginia, held in the meeting room of the J. Guy Lawson Municipal Building, 3305 Main Street, Exmore, Virginia, on the 1<sup>st</sup> day of August, 2022 at 7:00 pm. Motion was made by Councilman Sturgis, seconded by Councilman Heaster, to adopt the Resolution designating the area (the "Area") described on Exhibit A attached hereto as a revitalization area; and was passed unanimously.

  
Ethel Parks, Town Clerk

EXHIBIT A



# Tab K.2

Location Map

## Site Boundaries Confirmation

23-015

Legacy Plaza in Northampton County, VIRGINIA

### Location Map

23-015 Legacy Plaza



# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation



Civil Engineers  
Land Planners  
Landscape Architects  
Surveyors

Appendices continued

Surveyor's Certification of Proximity to Transportation

**General Instructions**

1. This form must be included with the Application.
2. This Letter must be submitted under the Surveyor's or Engineer's Corporate Letterhead.
3. Any change in this form may result in a reduction of points under the scoring system.
4. If you have any questions, please call the Tax Credit Allocation Department 804-343-5518.

Date 2/22/2023

To Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

RE: 2023 Tax Credit Reservation Request

Name of Development Legacy Plaza

Name of Owner Legacy Plaza, LLC

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

2,640 feet or 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.

Firm Name Atlantic Group & Associates, Inc.

By Christopher Carbaugh

Its Managing Partner

Title

# **Tab L:**

PHA / Section 8 Notification Letter

## Appendices continued

### PHA or Section 8 Notification Letter

If you have any questions, please call the Tax Credit Department at 804-343-5518.

#### **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.

# Appendices continued

## PHA or Section 8 Notification Letter

Date February 1, 2023

To Elaine Meil, Executive Director  
Accomack Northampton Regional Housing Auth  
PO Box 417, 23372 Front St Accomac VA 23301

RE: Proposed Affordable Housing Development

Name of Development Legacy Plaza

Name of Owner New Road Community Development Group, Inc.

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 December 31, 2024 (date).

**The following is a brief description of the proposed development:**

Development Address Ruth Wise Road, Exmore, Virginia 23350

Proposed Improvements:

New Construction: 51 #Units 8 #Buildings

Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

Proposed Rents:

Efficiencies: \$ \_\_\_\_\_ /month

1 Bedroom Units: \$ 685 /month

2 Bedroom Units: \$ 780 /month

3 Bedroom Units: \$ 1095 /month

4 Bedroom Units: \$ \_\_\_\_\_ /month

Other Descriptive Information:

2 multi-family buildings w/ 1 and 2 bedroom units

Appendices continued

**PHA or Section 8 Notification Letter**

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757) 442 - 4509 .

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

Sincerely yours,

Name Ava Gabrielle-Wise

Title President, New Road Community Development Group, Inc.

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

Seen and Acknowledged By E. Parakkal

Printed Name: Elaine K. Mal

Title Executive Director

Phone 757 787 - 2800

Date 2-1-23

# **Tab M:**

Locality CEO Response Letter



## TOWN OF EXMORE

P. O. Box 647 ♦ 3305 Main Street ♦ Exmore, Virginia 23350

Ph: (757) 442-3114 ♦ Fax: (757) 442-4038

February 1, 2023

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

Virginia Housing Tracking Number: 2023 C-21  
Development Name: Legacy Plaza  
Name of Owner/Applicant: Legacy Plaza, LLC

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the Town of Exmore. Accordingly, Town of Exmore supports the allocation of federal housing tax credits requested by Legacy Plaza, LLC for this development.

Yours truly,

Signature  
Robert Duer

Town Manager

Not Applicable

**Tab N:**

Homeownership Plan

# **Tab O:**

Plan of Development Certification Letter



## TOWN OF EXMORE

P. O. Box 647 ♦ 3305 Main Street ♦ Exmore, Virginia 23350

Ph: (757) 442-3114 ♦ Fax: (757) 442-4038

### Plan of Development Certification

**DATE:** February 1, 2023

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

**RE:** PLAN OF DEVELOPMENT CERTIFICATION

Name of Development:	<u>Legacy Plaza</u>
Name of Owner/Applicant:	<u>Legacy Plaza, LLC</u>
Name of Seller/Current Owner:	<u>New Road Community Development Group, Inc.</u>

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

#### DEVELOPMENT DESCRIPTION:

Development Address:

Ruth Wise Road,  
Exmore, Virginia 23350

Legal Description:

All that certain lots or parcels of land, situate in Northampton County, Virginia, designated as Lots A,B, 17,18,19,20,21,22 on  
that subdivision plat entitled A Plat of Survey New Road Community Located Near Exmore, Franktown District  
Northampton County, Virginia made by Shore Engineering, Inc. dated February 25, 1997, which is recorded  
in the Clerk's Office for the Circuit Court of Northampton County in Plat Book 26 Pages 20 and 21.

Plan of Development Number: \_\_\_\_\_

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>35</u>	# Units	<u>6</u>	# Buildings	<u>55000</u>	Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	<u>          </u>	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area
<input type="checkbox"/> Rehabilitation:	<u>          </u>	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area

Other Descriptive Information:

\_\_\_\_\_  
\_\_\_\_\_

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

- The proposed development described above has an approved final plan of development or site plan (as applicable to the site). No further plan of development or site plan approval is required before issuance of a building permit.
- The proposed development is an existing development with proposed renovations and no additional plan of development approval is needed.

The above plan of development approval is in effect until: December 31, 2025

  
\_\_\_\_\_  
Signature  
Taylor Dukes  
\_\_\_\_\_  
Public Works Manager  
\_\_\_\_\_  
757-442-3114  
\_\_\_\_\_  
February 1, 2023  
\_\_\_\_\_

## Legacy Plaza – legal description

010A1-08-00-000000A - Parcel B New Road Community

010A1-08-00-000000B - Parcel A New Road Community

010A1-08-00-0000017 - Lot 17 New Road Community

010A1-08-00-0000018 - Lot 18 New Road Community

010A1-08-00-0000019 - Lot 19 New Road Community

010A1-08-00-0000020 - Lot 20 New Road Community

010A1-08-00-0000021 - Lot 21 New Road Community

010A1-08-00-0000022 - Lot 22 New Road Community

# Not Applicable

## **Tab P:**

Developer Experience documentation and Partnership agreements (Please submit this TAB as a separate stand alone document)

# **Tab Q:**

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



Board of Supervisors of Northampton County  
P.O. Box 66 • Eastville, Virginia 23347

Charles Kolakowski  
County Administrator

PHONE: 757-678-0440  
FAX: 757-678-0483

BOARD OF SUPERVISORS  
John R. Coker, Chairman  
Oliver H. Bennett, Vice Chairman  
L. Dixon Leatherbury  
M.E. "Betsy" Mapp  
Ernest L. Smith, Jr.

March 8, 2023

Mr. J. D. Bondurant  
Director of Tax Credit Programs  
601 S. Belvidere Street  
Richmond, VA 23220

Dear Mr. Bondurant:

Northampton County is pleased to extend our support to the Legacy Plaza multi-family and mixed used development project in Exmore, Virginia. In keeping with the stated commitment in our ordinance to *“establish an incentive to encourage developers to assist with solutions for housing needs; and “to promote a full range of housing choices and to encourage the construction and continued existence of moderately priced housing”*, Northampton County is committed to the development of the 35-units of multifamily housing that is proposed in the Low-Income Housing Tax Credit application.

Northampton County acknowledges Virginia State Code Section 58.1-3295.1. “Assessment of real property; residential rental apartments”, where it states that certain affordable rental properties shall be assessed using the income approach. The County will honor a request from Legacy Plaza to receive the tax consideration if the project follows the requirements of Code.

Please feel free to contact this office with any questions.

Kindest regards,

CHARLES KOLAKOWSKI  
County Administrator

# **Tab R:**

Documentation of Operating Budget and Utility Allowances



February 2, 2023

Ava Gabrielle-Wise  
 New Road Community Development Group, Inc.  
 11360 Manor St  
 Exmore, VA 23350  
 avagabrielle@ussustainabledevelopmentcorp.com

RE: Annual Utility Allowance for Legacy Phase II Multi-Family Project

Dear Ms. Gabrielle-Wise,

Please see the following Annual Utility Allowance (UA) for Legacy Phase II Multi-Family Project located in Exmore, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity: Accomack Northampton Electric Cooperative  
 Water: Town of Exmore Trash: N/A  
 Sewer: Town of Exmore

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 15.77	\$ 18.75	\$ 21.74	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 7.36	\$ 8.75	\$ 10.15	N/A
Cooking	Electric	Tenant	N/A	\$ 6.31	\$ 7.50	\$ 8.70	N/A
Lighting	Electric	Tenant	N/A	\$ 25.23	\$ 30.01	\$ 34.79	N/A
Hot Water	Electric	Tenant	N/A	\$ 14.72	\$ 17.50	\$ 20.29	N/A
Water	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Sewer	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
<b>Total UA costs (Unrounded)</b>			\$ -	\$ 69.39	\$ 82.52	\$ 95.67	\$ -

*\*Allowances only for Legacy Phase II Multi-Family Project as an EarthCraft Gold project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

Katy Maher  
 Project Manager

Not Applicable

**Tab S:**

Supportive Housing Certification

## LEGACY PLAZA – HEALTHY HOMES INITIATIVE

March 6, 2023

Ms. Regina Taylor  
Eastern Shore Health District  
Nurse Manager Senior  
23191 Front Street  
P. O. Box 177  
Accomac, VA 23301-0177

Dear Ms. Taylor,

We are pleased to have the opportunity to work with the Eastern Shore Health District in raising awareness about healthy living with the residents of our coming housing development, Legacy Plaza. Legacy Plaza will be a 35-unit development community. The development project includes 27 units in two multi-family and mixed-use buildings. for seniors and physically challenged residents (see attached rendering and video) and 8 duplexes for families.

The program will provide residents with technology that permits them to view the Virginia Department of Health's Partner Resource Webinar Series each month. Residents may follow-up with appropriate staff at the partner agencies. to address health related issues or needs.

**Prior webinar offerings of the program include:**

Take Care of Your Heart This Heart Health Month – American Heart Association – February 2023

RSV, Flu, and COVID-19: Understanding Today's Respiratory Viral Landscape – VDH – January 2023

Education and Resources for Better Health – Health Quality Innovators – December 2022

Breast Cancer Awareness: What You Can Do All Year Long – VA Breast Cancer Foundation – Nov 2022

Domestic Violence is Everyone's Problem – How the Church Can Help – YWCA - October 2022

Child Passenger Seat Safety and Traffic Safety (Drive Smart Virginia) – VDH – September 2022

As the buildings will have high speed internet available, every new tenant will be provided with access to technology through which they can follow the monthly webinars to raise awareness on a plethora of health issues. Once a year, staff of the Eastern Shore Health District will be invited to visit the Legacy Plaza community room to discuss health related information with the residents to encourage healthy living.

We look forward to working with you on this project.

Kindest regards,

Ava Gabrielle-Wise  
President

# LEGACY PLAZA – HEALTHY HOMES INITIATIVE

## Memorandum of Understanding

This memorandum of understanding between the Legacy Plaza, LLC and the Eastern Shore Health District for the Legacy Plaza Healthy Homes Initiative will avail the residents of the Legacy Plaza project with a plethora of health-related webinars.

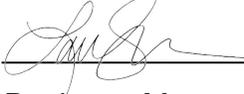
Legacy Plaza will offer the residents access to technology that will allow them to view monthly webinars and the Eastern Shore Health District will visit the site at least once a year to share health-related information with residents. Residents will be able to register for and schedule any VDH and partner services that are available online using the Legacy Plaza provided technology.

This agreement will remain in place for 36 months and is renewable and cancellable at any time by either party with written notice.

Legacy Plaza, LLC

Signed: *Ava Gabrielle-Wise*  
Title: President  
Date: March 13, 2023

Eastern Shore Health District

Signed:   
Title: Business Manager C  
Date: 03/10/2023

# **Tab T:**

Funding Documentation



## TOWN OF EXMORE

P. O. Box 647 ♦ 3305 Main Street ♦ Exmore, Virginia 23350

Ph: (757) 442-3114 ♦ Fax: (757) 442-4038

February 2, 2023

JD Bondurant  
Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

Dear Mr. Bondurant:

The Town of Exmore supports the development of the Legacy Phase II project in the New Roads Community of Exmore. In August 2022, the town resolved the area where the project is located a "revitalization area" in accordance with Section 36-55.30:2.A of the Code of Virginia 1950.

In Phase I of the Legacy Project, the Town supported the effort with the in-kind contribution of demolition and infrastructure. In Phase II, we anticipate similar support of the project, particularly with infrastructure improvements that are anticipated to begin in mid-2023.

The Town is set to receive a CDBG award for infrastructure improvements. A portion of which will be used to support residential dwellings in the New Road Community including the development projects that are currently underway like the Phase II project. As such, the Town anticipates that approximately \$500,000 of the funds that are committed to the LMI community will be expended in the New Road Community area that includes the Legacy Phase II project.

Respectfully,

H. Taylor Dukes III  
Public Utilities Director/ Zoning Administrator



THE NEW ROAD COMMUNITY DEVELOPMENT GROUP, INC.

March 3, 2023

Mr. JD Bondurant  
Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23220

Dear Mr. Bondurant:

Attached please find a copy of the executed agreement with HUD for infrastructure improvements in the Legacy Phase II project. In 2022, the New Road Community Development Group, Inc was awarded \$500,000 for site development of the Legacy Phase II project on Ruth Wise Road in Exmore.

Kindest regards,

*Ava Gabrielle-Wise*

Ava Gabrielle-Wise  
President



OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WASHINGTON, D.C. 20410-1000

February 28, 2023

Ms. Ava Gabrielle-Wise  
President  
New Road Community Development Group of Exmore, Inc.  
3281 Broad Street  
Exmore, VA 23350-1296  
Email: avagabrielle@ussustainabledevelopmentcorp.com

RE: FY2022 EDI Community Project Funding Grant Number B-22-CP-VA-0899:  
Fully Executed Award Documents

Dear Ms. Gabrielle-Wise:

The Department of Housing and Urban Development, Office of Community Planning and Development, Congressional Grants Division is providing the fully executed Grant Agreement and counter signed HUD Form 1044 – Assistance/Award Amendment Form to you for the subject grant. This Grant Agreement, signed by both parties, obligates your grant, and readies you to incur costs (i.e. spend your grant funds) and submit requests for reimbursement. Please retain these documents, along with a copy of the completed SF1199a and banking materials that you submitted and the Grant Award Instructions as part of your records for this award.

As a reminder, your project is subject to requirements under the National Environmental Protection Act (NEPA) and HUD's NEPA - implementing regulations at 24 CFR Part 50 and 24 CFR Part 58. Environmental reviews must be completed by HUD Under Part 50 or environmental review is complete when the Responsible Entity (RE) certifies the review and a Request for Release of Funds and Certification is approved by HUD CPD Field Office Director through issuance of the 7015.16 Authority to Use Grant Funds, as applicable. Note, any cost incurred prior to completion of the Environmental Review and execution of the grant agreement are not eligible for reimbursement. Locate your nearest HUD Regional Environmental Officer here: <https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/#region-i-regional-and-field-environmental-officers>

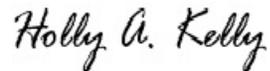
As provided in the FY2022 EDI CPF Grant Guide, the Disaster Recovery Grant Reporting (DRGR) system is the portal through which you will request payment and submit your semi-annual reports and any accomplishments. Please note that the DRGR Administrator for your account has been setup in the DRGR system. The user for the account is the individual that was listed as the point of contact per your SF424 (under Applicant Information). That point of contact will receive an email from the DRGR Helpdesk with the User ID, temporary password, and the DRGR PIN. The DRGR PIN for this award is 20899 The email will include additional instruction on accessing DRGR for the first time .

Also, please note that the DRGR Administrator for your organization will need to add at least one additional user to complete the draw down process. Please refer to the Grant Award Instruction, Section 4, that is attached to this email for guidance on this process.

If you or your staff have any questions regarding next steps, please review the attached Grant Award Instructions and feel free to contact your Grant Officer, Shaina Glover, CPD Congressional Grants Division, at [Shaina.Y.Glover@hud.gov](mailto:Shaina.Y.Glover@hud.gov)

The Department looks forward to working with you on this project.

Sincerely,



Holly A. Kelly  
Director  
Congressional Grants Division

Attachments:

Grant Award Instructions

Fully Executed EDI Community Project Funding Grant Agreement

Counter signed HUD Form 1044 – Assistance/Award Amendment Form

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-VA-0899**

**Grantee Name:** New Road Community Development Group of Exmore, Inc.

**Grantee Address:** 3281 Broad Street Exmore, VA 23350

**Grantee's Unique Entity Identifier (UEI):** KNMVJ687DX95

**Federal Award Identification Number (FAIN)** B-22-CP-VA-0899

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and New Road Community Development Group of Exmore, Inc. (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and the Explanatory Statement for Division L of that Act, 2022, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement). This Grant Agreement includes and incorporates the Grantee's assurances and certifications, which are attached as Appendix 9.

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Grant obligation, for the purpose of this Grant Agreement, refers to the date the designated HUD official signs this Grant Agreement.

Grantee, for the purpose of this Grant Agreement, may also be referred to as "recipient."

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$500,000 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Federal funds provided under this Grant Agreement (Grant Funds) must be used for the Grantee's "project" as identified in the table included in the Explanatory Statement and as further described in the project narrative in Appendix 1 to this Grant Agreement. The project narrative in Appendix 1 may be amended in accordance with conditions under 2 CFR 200.308, provided that the Grantee does not change its project in a manner that would conflict with the express language of the Explanatory Statement.

B. Approved Budget. The Grantee's approved budget in Appendix 2 to this Grant Agreement is the most recent line-item budget submitted by the Grantee and approved by HUD for this project. The Grantee may change the amounts budgeted for each activity only as provided by 2 CFR 200.308 and this Grant Agreement.

C. Changes to Project Narrative or Budget. To request HUD's approval for a change in the project narrative or budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter, submitted by email to the assigned Grant Officer, must include both justification for the change and a revised line-item budget that includes the requested change. The Grantee is prohibited from changing its budget in a manner that would conflict with the express language of the Explanatory Statement or the cost limitations provided in Article III, paragraphs C and D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website.

The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change and revised budget. If approved, the Grantee must update its budget information in Disaster Recovery Grant Reporting (DRGR) before the Grantee expends Grant Funds in accordance with an approved change.

D. Unless explicitly stated in the Explanatory Statement and documented in the approved budget in Appendix 2, no more than 20 percent of the total grant amount may be used for planning and management development costs, as described under 24 CFR 570.205, or administrative costs, as described under 24 CFR 570.206. Program income and eligible activities identified in the description of the Grantee's "project" in the Explanatory Statement are not subject to this spending limit.

This Grant Agreement is not otherwise subject to the Community Development Block Grant regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. The Grantee may not use any grant funds to reimburse costs incurred before the date HUD signed this Grant Agreement.

F. As authorized under 2 CFR 200.307(e)(2), program income must be used for the purposes and under the conditions of this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant.

G. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education,

the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR Part 200,

Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

H. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

I. The Grantee is responsible for managing the project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the project, the grant closeout, and compliance with all applicable federal requirements.

The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. Subawards are subject to the requirements that apply to pass-through entities under 2 CFR Part 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR Part 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR Part 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may commit or expend grant funds or local funds for project activities (other than for planning, management, development and administration activities)

until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR Part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR Part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR Part 87 and for disclosure using Standard Form- LLL (SF-LLL), “Disclosure of Lobbying Activities.” In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. “Person” is as defined by 24 CFR Part 87. Consistent with these requirements, the Grantee must sign the certification that is included in Appendix 8 and return it to HUD with this signed agreement.

Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe’s sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR Part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, if applicable to the Grantee's project. Pursuant to HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), any funds obligated by HUD and the Grantee on or after November 14, 2022, are subject to BABA requirements, unless excepted by a waiver.

For Tribal recipients/Grantees, including Tribes and TDHEs, HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance" (87 FR 26221), establishes that any funds obligated by HUD and the Grantee on or after May 14, 2023, are subject to BABA requirements, unless excepted by a waiver.

Additional information on BABA will be available at  
[https://www.hud.gov/program\\_offices/general\\_counsel/BABA](https://www.hud.gov/program_offices/general_counsel/BABA)

Q. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

R. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR Part 2424.

S. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down grant funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down grant funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the activities and budget HUD approved under this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in the document titled "Grant Award Instructions" that accompanies the Grant Agreement.

D. The Grantee must only enter activities in DRGR that are described in the Approved Budget (Appendix 2).

E. The Grantee must expend all Grant funds in accordance with the activity and budget information in DRGR.

F. Each drawdown of grant funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

G. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article IV of this Grant Agreement. The Grantee must expend program income before drawing down grant funds through DRGR.

H. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any grant funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

## **ARTICLE VI. Program-Specific Reporting Requirements.**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the January or June after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives indicated in the Grantee's project narrative, the reasons why established goals were not met, if appropriate, and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. The performance reports must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives indicated in the Grantee's Project Narrative (Appendix 1), the reasons for slippage if established objectives were not overruns.

D. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>

E. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

F. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

G. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>

This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

#### **ARTICLE VII. Project Closeout.**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant funds and completed the activities described in the Project Narrative (Appendix 1). HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No later than 120 calendar days after the Period of Performance, Grantee shall provide to HUD the following documentation:

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.
4. A final performance report providing a comparison of actual accomplishments with each of the project commitments and objectives in the approved application, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

**ARTICLE VIII. Default.**

A default under this Grant Agreement shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the federal government or the Grantee by any third party.

**ARTICLE IX. HUD Contact Information.**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email [CPFGrants@hud.gov](mailto:CPFGrants@hud.gov)

**This agreement is hereby executed on behalf of the parties as follows:**

**GRANTEE**

New Road Community Development Group, Inc.

(Name of Organization)

BY:   
(Signature of Authorized Official)

Ava Gabrielle-Wise, President  
(Typed Name and Title of Authorized Official)

February 1, 2023  
(Date)

**HUD**

BY: \_\_\_\_\_  
Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

**APPENDIX 1 – Project Narrative**

**APPENDIX 2 – Approved Budget**

**APPENDIX 3 – Grantee’s Indirect Cost Rate Information**

**OPTION 1:** The Grantee will not use an indirect cost rate to charge its indirect costs to the grant. [This option must be checked if the Grantee has not provided its indirect cost rate information to HUD as specified in the Community Project Funding Grant Guide.]

**OPTION 2:** The Grantee is authorized to use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant, provided that each rate identified meets the applicable requirements under 2 CFR part 200 (including appendices).

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[This schedule must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –  
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

*1. General Reporting Requirement*

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*2. Proceedings About Which Grantee Must Report*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### *3. Reporting Procedures*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

### *4. Reporting Frequency*

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### *5. Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
[NONE]

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

**APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons**

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**APPENDIX 8 – Grantee's Assurances and Certifications**

Included under this Appendix 9 are:

- Grantee's Certification Regarding Lobbying
- Grantee's Standard Form SF 424 B, Assurances for Nonconstruction Programs
- Grantee's Standard Form SF 424 D, Assurances for Construction Programs.
- Grantee's Standard Form SF- LLL Disclosure of Lobbying Activities
- Grantee's Request for Release of Funds Form 7015.15 and Certification

**Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
(Signature of Authorized Official)

Ava Gabrielle-Wise, President

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

February 1, 2023

\_\_\_\_\_  
(Date)



# 2023 AFFORDABLE AND SPECIAL NEEDS HOUSING AWARDED PROJECTS

January 10, 2023

Organization	Project Name	Award
Charlottesville Redevelopment and Housing Authority	Sixth Street Phase One	\$4,100,000
Hopewell Redevelopment and Housing Authority	The Rendezvous	\$4,100,000
Arlington Partnership for Affordable Housing	Marbella North Nine	\$3,800,000
Arlington Partnership for Affordable Housing	Marbella South Four	\$3,800,000
The Community Builders	Broad Creek Resyndication Phase 1	\$2,900,000
Wesley Housing Development Corporation	The Lamb Center	\$2,900,000
People Incorporated Housing Group	Lightfoot Apartments	\$2,890,000
Arlington Partnership for Affordable Housing	Dominion Square - Tysons North Four	\$2,700,000
Arlington Partnership for Affordable Housing	Dominion Square - Tysons South Four	\$2,700,000
Marlyn Development Corporation	The Arbors at 29 North	\$2,700,000
TRG Community Development LLC	Lexington Senior Apartments	\$2,700,000
Virginia United Methodist Housing Development Corporation	Wesley Apartments	\$2,700,000
Wesley Housing Development Corporation	First Christian Church of Falls Church	\$2,700,000
Better Housing Coalition Sponsored	Lafayette Gardens	\$2,518,502
The Community Builders	Creighton Phase B	\$2,500,640
Virginia Supportive Housing	Gosnold II Apartments	\$2,500,000
Taft-Mills Group	Middlebrook Trace II	\$2,491,723
Culpeper Community Development Corp.	Parkside Apartments	\$2,310,000
Better Housing Coalition	Carter Woods III	\$2,250,000
Enterprise Community Development	Brookland Park Apartments - Nehemiah	\$2,182,128
Virginia Beach Community Development Corporation	Tranquility at the Lakes II	\$2,100,996
Newport News Redevelopment and Housing Authority	Orcutt Townhomes 1	\$2,100,000
S. L. Nusbaum Realty Co.	Blaine Landing Phase III	\$1,967,176
Community Housing Partners	Crestview Senior	\$1,940,000
Community Housing Partners	Stroubles Ridge - Phase I	\$1,700,000
People Incorporated Housing Group	Whites Mill Point II Apartments	\$1,695,000
Landmark Asset Services Inc	Claremont School Apartments	\$1,465,000
Piedmont Housing Alliance	Southwood Apartments B	\$1,421,127
Hopewell Redevelopment and Housing Authority	Piper Square Apartments	\$1,400,000
Greater Charlottesville Habitat for Humanity	Southwood Neighborhood Revitalization Phase 1	\$1,391,908
Piedmont Housing Alliance	Southwood Apartments A	\$1,300,000
The Hanson Company	Newport Gardens	\$1,100,000
South River Development Corporation	Fairfax Hall	\$976,457
Alexandria Housing Development Corporation	Seminary Road Phase 1	\$700,000
Alexandria Housing Development Corporation	Seminary Road Phase 2	\$700,000
Alexandria Housing Development Corporation	Seminary Road Phase 3	\$700,000
Better Housing Coalition	Colbrook II	\$700,000

Bristol Redevelopment and Housing Authority	Bonham Circle & Moore Street	\$700,000
Lynx Ventures Inc.	7000 Carnation	\$700,000
New Road Community Development Group Inc.	Legacy Phase I	\$700,000
New Road Community Development Group Inc.	Legacy Phase II - Homeownership Units	\$700,000
New Road Community Development Group Inc.	Legacy Phase II - Rental Units	\$700,000
SCG Development Partners LLC	One University Family	\$700,000
SCG Development Partners LLC	One University Senior	\$700,000
The Franklin Johnston Group	Princedale Apartments	\$700,000
The Lawson Companies	700 West 44	\$700,000
The Lawson Companies	Market Heights Apartments - 4%	\$700,000
The Lawson Companies	Market Heights Apartments - 9%	\$700,000
The Lawson Companies	Miller's Rest Apartments	\$700,000
The Maggie Walker Community Land Trust	Bensley Agrihood	\$700,000
Hanover and King William Habitat for Humanity Inc.	South Taylor and Arlington	\$697,930
Project:Homes	New Construction Homes in Richmond	\$691,995
Urban Hope Inc.	Urban Hope Renewal Project	\$600,000
Chesapeake Bay Housing Inc.	Daffodil Gardens Phase Two	\$515,000
Commonwealth Catholic Charities Housing Corporation	Saint Elizabeth Apartments	\$400,000
Pathway Homes Inc.	Pathway Homes Renovating Support	\$200,000
Piedmont Housing Alliance	Fifeville Rehab	\$113,823
	<b>TOTAL</b>	<b>\$93,119,405</b>



# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

## Virginia Housing Renter Education Program

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

### Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of \_\_\_\_\_ (Apartments):

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

# Appendices continued

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO: \_\_\_\_\_

## RIGHT OF FIRST REFUSAL AGREEMENT

### Legacy Plaza

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **Legacy Plaza, LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **New Roads Development Group, Inc.**, a Virginia not for profit corporation (the "Grantee"), and is consented to by **Legacy Plaza Management, LLC**, a Virginia limited liability company (the "Managing Member"), **VCDC Equity Fund 27, L.L.C.**, a Virginia limited liability company (the "Investor Member") and **VAHM, L.L.C.** a Virginia 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 a **35-unit apartment** project for families located **in the Town of Exmore, Virginia** and commonly known as "**Legacy Plaza**" (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. 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

## Appendices continued

reserves of the Partnership that is required by 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.

## Appendices continued

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.

### 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 **Northampton County, 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,**”

## Appendices continued

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).

## Appendices continued

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

### Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, New Road Community Development Group, Inc.,  
3281 Broad Street, PO Box 1296, Exmore VA 23350

### 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.

## Appendices continued

### 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 nonprofit 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

## Appendices continued

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.

# Appendices continued

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

**OWNER:**

**Legacy Plaza, LLC** a Virginia limited liability company

By: **Legacy Plaza Management, LLC** a Virginia limited liability company, its Managing Member

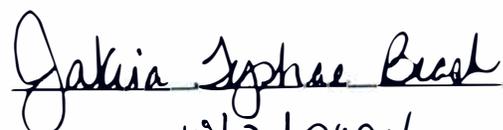
By: New Roads Development Group, Inc., its Managing Member

By: 

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Northampton

On March 7, 20 23, before me, the undersigned, a notary public in and for said state, personally appeared Ava Gabrielle Wise, 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 s/he executed the same in her/his capacity as the President of New Roads Development Group, Inc., the managing member of Legacy Plaza Management, LLC, which is the managing member of Legacy Plaza, LLC 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: 10/31/2024

Registration No.: 7907798



# Appendices continued

## GRANTEE:

New Roads Development Group Inc, a Virginia not for profit corporation

By: *Ava Gabrielle Wise*

Name: *Ava Gabrielle Wise*

Title: *President*

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF *Northampton*

On *March 7*, 20*23*, before me, the undersigned, a notary public in and for said state, personally appeared *Ava Gabrielle Wise*, 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 New Roads Community Development Group, Inc., 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: *Jakeia Tyshae Beach*

Commission Expires: *10/31/2024*

Registration No.: *7907798*



# Appendices continued

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

## MANAGING MEMBER:

**Legacy Plaza Management, LLC**, a Virginia limited liability company

By: New Roads Development Group, Inc., its Managing Member

By: *[Handwritten Signature]*

COMMONWEALTH OF VIRGINIA

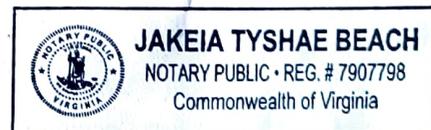
CITY/COUNTY OF Northampton

On March 7, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Ava Gabrielle Wist, 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 s/he executed the same in her/his capacity as president of New Roads Development Group, Inc., the sole member of Legacy Plaza Management, LLC, 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: *Jakeia Tyshae Beach*

Commission Expires: 10/31/2024

Registration No.: 7907798



# Appendices continued

The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**INVESTOR MEMBER:**

**VCDC Equity Fund 27, LLC**, a Virginia limited liability company

By: Virginia Housing Capital Corporation, its Managing Member

By: \_\_\_\_\_

**SPECIAL MEMBER:**

**VAHM, L.L.C.** a Virginia limited liability company

By: **Housing Capital Corporation of Virginia**, a Virginia non-stock corporation, its sole member

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 \_\_\_\_\_ of Virginia Housing Capital Corporation the manager of **VCDC Fund 27, L.L.C.**, a Virginia limited liability company, and **VAHMC, L.L.C.**, 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 \_\_\_\_\_

Commission expires \_\_\_\_\_

Right of First Refusal Agreement  
Legacy Plaza  
Signature Page 4 of 4

**EXHIBIT A**

**LEGAL DESCRIPTION**

[insert legal]

## Legacy Plaza – legal description

010A1-08-00-000000A - Parcel B New Road Community

010A1-08-00-000000B - Parcel A New Road Community

010A1-08-00-0000017 - Lot 17 New Road Community

010A1-08-00-0000018 - Lot 18 New Road Community

010A1-08-00-0000019 - Lot 19 New Road Community

010A1-08-00-0000020 - Lot 20 New Road Community

010A1-08-00-0000021 - Lot 21 New Road Community

010A1-08-00-0000022 - Lot 22 New Road Community

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

# Draft Internet Security Plan

## Network Security:

### 1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

### 2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

### 3. Standard

#### 3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements  
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS

- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Equipment

### 1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

### 2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

### 3. Policy

#### 3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

#### 3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

### 3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

### 3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

### 3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosecteam will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosecteam in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Internet Acceptable Use Policy (AUP)

All users of Internet services agree to and must comply with this Acceptable Use Policy (AUP). does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, may remove, block, filter, or restrict by any other means any materials that, in sole discretion, may be illegal, may subject to liability, or which may violate this AUP. may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of 's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- **Reselling the services:** Reselling the Services without 's authorization.

- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by .

requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

may take any one or more of the following actions, or other actions not listed, at 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially

including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information.            advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF.            PROVIDES ACCESS TO THE INTERNET AND THE NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE            NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES            FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed: \_\_\_\_\_



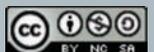
The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

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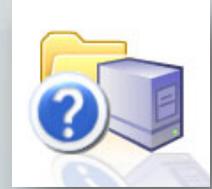
[www.NetLiteracy.org](http://www.NetLiteracy.org)





## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

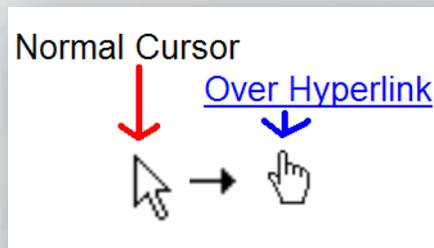


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

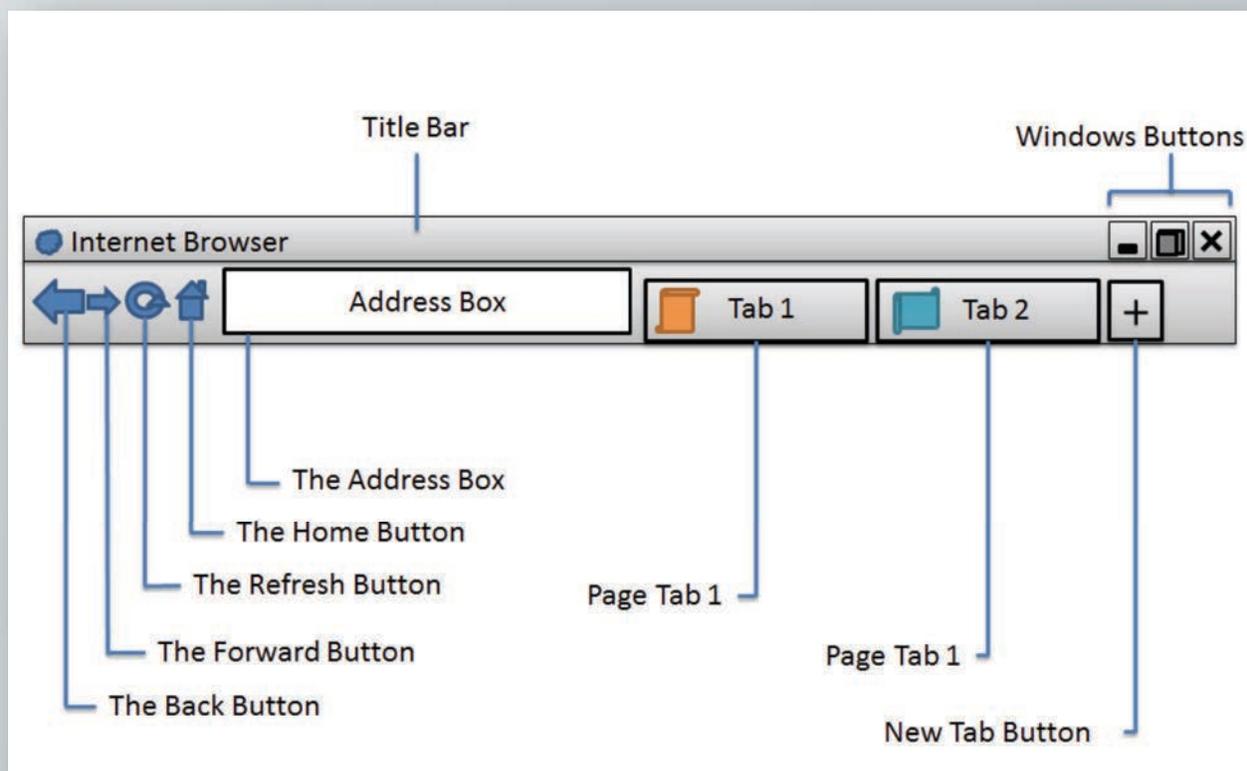
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).





## The Buttons

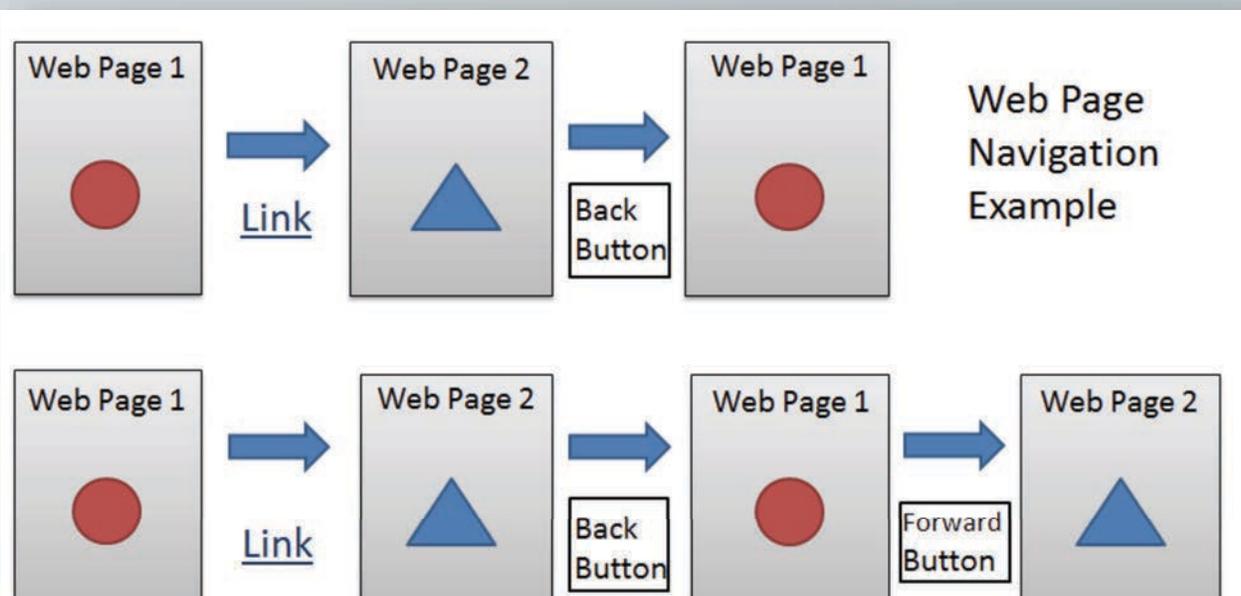
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

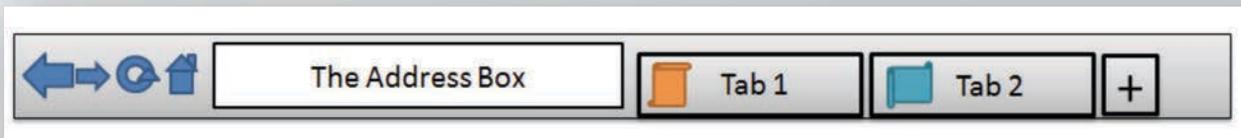
**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.





## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



<http://www.google.com>

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www**- Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.(dot)**- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name**- Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**“.” (dot)**- See previous Definition

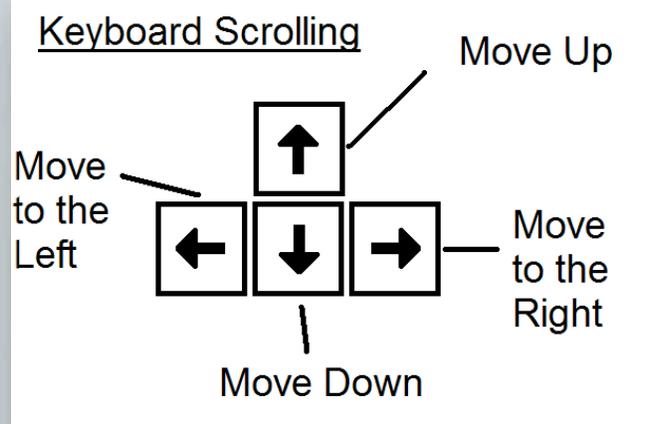
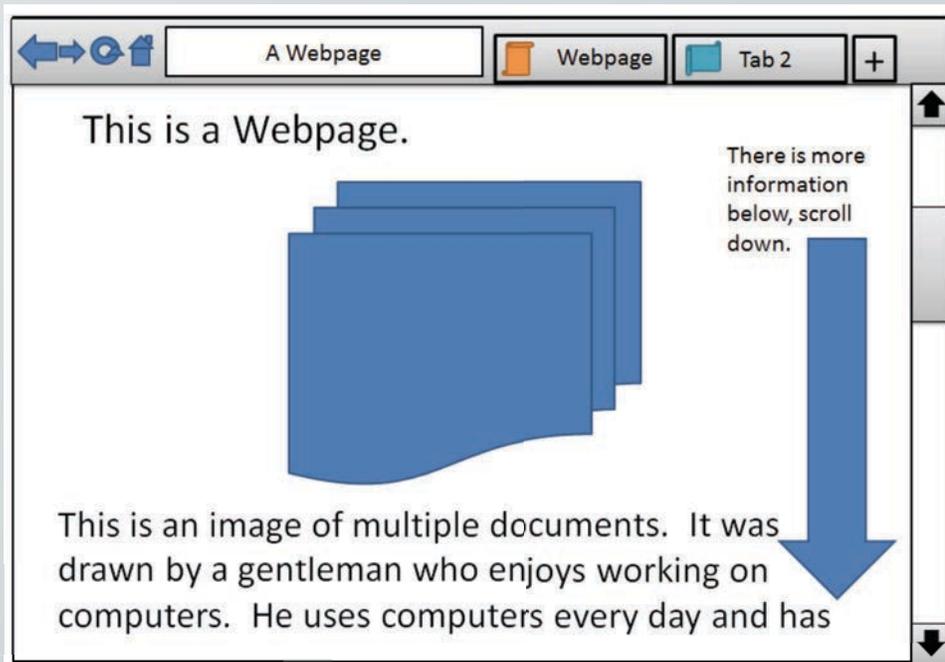
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



## Scrolling on Webpages

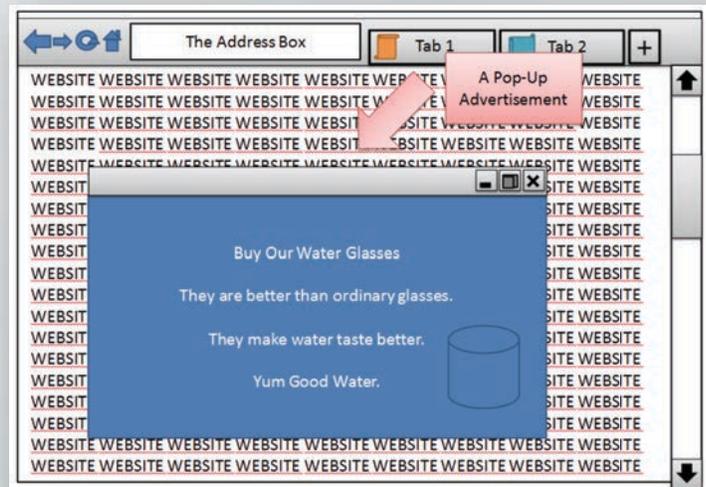
One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



## Pop Up Advertisements



On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.

### Searching the Internet

Because there are so many things on the Internet, it is

frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

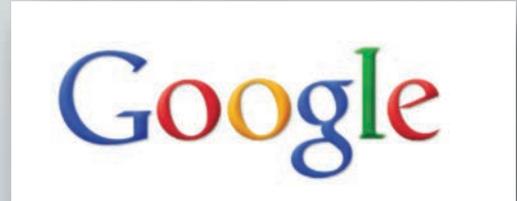
A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

# Legacy Plaza LLC

## Exmore, Virginia

### Low Income Housing Tax Credit Application for Reservation

#### VHDA Accessibility Requirements for Section 504 of the Rehabilitation Act

#### Marketing Plan

Legacy Plaza, LLC is proposing to construct 4 townhouse and 2 garden style buildings in the Town of Exmore. The new construction will result in a total of 35 one, two and three bedroom apartments and will utilize proceeds from the sale of Low Income Housing Tax Credits. This initiative is being undertaken in accordance with the requirements of VHDA's QAP for projects qualifying for the Accessible Supportive Housing set-aside of credits.

A minimum of five (5) apartments at the complex are designed to serve persons with physical disabilities. Accordingly, the following will apply:

- (1) Renovation and new construction on such apartments will conform to HUD regulations defining the accessibility requirements of Section 504 of the Rehabilitation Act.
- (2) Marketing for residents to occupy these units will be targeted to people with special needs. These fully accessible apartments will include zero step entrances, open floor plans, roll under sinks and counters, ranges with front controls, wide doors and hallways, and fully accessible bathrooms. All of the building amenities and services will be on accessible pathways.
- (3) People with intellectual and developmental disabilities will be given a first preference for occupancy.
- (4) Unless the unit is rented to a qualified disabled resident, units will be held vacant for a minimum of 60 days during which ongoing marketing efforts are documented and reported to VHDA's program compliance officer before being authorized to rent to non-disabled household.

Contacts will be made to the organizations below in advance of the completion of the rehabilitation project to insure that the apartments are occupied as quickly as possible by the people who need them.

Further, throughout the compliance period, regular contacts will be made with residents of such units to determine if their needs have changed. Contacts will also be made regularly to those local organizations at initial occupancy but also throughout the term of the lease.

- Accomack County Department of Social Services  
PO Box 210  
Accomac, VA 23301  
Mary Parker, Director 757 787 1530
- Center for Independent Living  
4364 Lankford Hwy, Suite A,  
Exmore, VA 23350  
Althea Pittman, Executive  
Director 757 442 0100

In addition to the above, the property will affirmatively market to the target population as follows:

- Registering Legacy Plaza and vacancies on VirginiaHousing Search.com
- Registering the Legacy and vacancies on accessva.org
- Registering the Legacy Plaza in the Virginia Housing Directory
- Communicating regularly with the appropriate personnel at the Virginia Department of Behavioral Health and Developmental Services Housing Team regarding vacancies at the property.
- Communicating regularly with the Asset Management staff at VHDA.

Not Applicable

**Tab Y:**

Inducement Resolution for Tax Exempt Bonds

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation



## RMT Construction & Development Group, LLC

WarrenThomas  
P.O. Box 8963  
Richmond, VA 23225  
Phone: (804) 464-2673  
Fax: (804) 464-2691  
[wthomas@rmt-construction.com](mailto:wthomas@rmt-construction.com)  
[www.rmt.construction.com](http://www.rmt.construction.com)

Certification Number: 674176

**SWaM Certification Type:**

Small Start Date: 11-05-2018

Women-Owned Start Date: 11-05-2018

Minority-Owned Start Date: 11-05-2018

Business Ethnicity: Black or African American

SWaM Expiration Date: 11-05-2023

**NIGP Code and Description:**

90921	Building Construction, Industrial (Warehouse, etc.)
90922	Building Construction, Non-Residential (Office Bldg., etc.)
90923	Building Construction, Residential (Apartments, etc.)
90954	Home Construction, Single Family
91200	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES)
92544	General Construction: Management, Scheduling, Cost Estimation - Engineering
95826	Construction Management Services

Pcard: Y

Business Category: Construction

Not Applicable

**Tab AA:**

Priority Letter from Rural Development

Not Applicable

**TAB AB:**

Social Disadvantage Certification