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# 2026 Federal Low Income Housing Tax Credit Program for Virginia

## Application For Reservation

### **Deadline for Submission**

#### 9% Competitive Credits

Applications and Fees Must Be Received

No Later Than **12:00 PM** Richmond, VA Time On **March 12, 2026**

#### Tax Exempt Bonds

Applications and Fees Must Be Received

No Later Than **12:00 PM** Richmond, VA Time for one of the available  
4% credit rounds- **January 15, 2026, July 1, 2026** or **October 1, 2026.**

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



## INSTRUCTIONS FOR THE VIRGINIA 2026 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 365. 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 all credits:

Applicants should submit the application package via Procorem prior to the application deadline, which is **12:00 PM** Richmond Virginia time for each round. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

**Please Note:**

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

There should be distinct files which should include the following:

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

**IMPORTANT:**

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

Disclaimer:

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

Entering Data:

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

**Please Note:**

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

Assistance:

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

**Virginia Housing LIHTC Allocation Staff Contact Information**

Name	Email	Phone Number
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
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
Hadia Ali	<a href="mailto:hadia.ali@virginiahousing.com">hadia.ali@virginiahousing.com</a>	(804) 343-5873

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## 2026 Low-Income Housing Tax Credit Application For Reservation

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

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b> - Invoice information will be provided in your Procorem Workcenter                        |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | PDF Copy of the <b>Signed</b> Tax Credit Application with Attachments (Tabs A-AB) <b>(MANDATORY)</b>                                 |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b> |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative <b>(MANDATORY if Rehab)</b>                                       |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>                            |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>                                |
| <input checked="" type="checkbox"/> | Electronic Copy of Signed Previous Participation Agreement   |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab A: Chart of ownership structure with percentage of interests (see manual for details) <b>(MANDATORY)</b>                         |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab C: Syndicator's or Investor's Letter of Intent <b>(MANDATORY)</b>  |
| <input type="checkbox"/>            | Tab D: <i>Any supporting documentation related to List of LIHTC Developments or Previous Participation Agreement</i>                 |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification and Sample HERS certificates <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template <b>(MANDATORY)</b>   |
| <input type="checkbox"/>            | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>   |
|                                     | The following documents <b>need not be submitted unless requested</b> 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 if Rehab)</b>  |
|                                     | Tab K: Documentation of Development Location:  |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification  |
| <input checked="" type="checkbox"/> | K.2 Surveyor's Certification of Proximity To Public Transportation using Virginia Housing template                                   |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter   |
| <input type="checkbox"/>            | Tab M: <i>(left intentionally blank)</i>   |
| <input type="checkbox"/>            | Tab N: Homeownership Plan  |
| <input type="checkbox"/>            | Tab O: Plan of Development Certification Letter  |
| <input type="checkbox"/>            | Tab P: Zero Energy or Passive House documentation for prior allocation by this developer   |
| <input type="checkbox"/>            | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property  |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Utility Allowance Calculation  |
| <input type="checkbox"/>            | Tab S: Supportive Housing Certification  |
| <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 type="checkbox"/>            | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form  |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504  |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds  |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Veteran Owned Small Business certification   |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development   |
| <input checked="" type="checkbox"/> | Tab AB: Ownership's Veteran Owned Small Business Certification   |

VHDA TRACKING NUMBER

2026-C-104

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/10/2026

1. Development Name: Moorefield Station 9
  2. Address (line 1): Parcel E-24 (2.9 acres) at intersection of  
 Address (line 2): Moorefield Blvd & Jefferson Park St  
 City: Ashburn State: VA Zip: 20148
  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 Loudoun 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: 6110.31
  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 or by the locality**. TRUE
  11. Development is located in an **Opportunity Zone** (with a binding commitment for funding). FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
  12. Development is located in a census tract with a household poverty rate of:
 

	3%	10%	12%
	TRUE	FALSE	FALSE
  13. Development is located in a medium or high-level economic development jurisdiction based on table. TRUE
  14. Development is located on land owned by federally or Virginia recognized Tribal Nations. FALSE
- Enter only Numeric Values below:**
15. Congressional District: 10
  - Planning District: 6
  - State Senate District: 32
  - State House District: 26

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

Moorefield Station is a 249-unit affordable multifamily community built on Parcel E-24 of the Claude Moore Foundation's master planned site. This application contemplates a 4%/9% LIHTC hybrid deal on the whole site, with 128 4% LIHTC and 121 9% LIHTC units.

VHDA TRACKING NUMBER

2026-C-104

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/10/2026

17. 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: Eric Keeler  
 Chief Executive Officer's Title: Director Phone: (703) 737-8323  
 Street Address: 1 Harrison St SE  
 City: Leesburg State: VA Zip: 20175

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

New Construction

or

b. If requesting Tax Exempt Bond credits, select the round.

[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 (skip for TE Credits)**

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, 2026.

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, 2026, 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 2026 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

New Construction

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

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

**5. Planned Combined 9% and 4% Developments**

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

If true, provide name of companion development: Moorefield Station 4

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

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

Total Units within 9% allocation request?	121
Total Units within 4% Tax Exempt allocation Request?	128
Total Units:	249

% of units in 4% Tax Exempt Allocation Request: 51.41%

**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:** 50

Definition of selection:

Development will be subject to an extended use agreement of 35 additional years after the 15-year compliance period for a total of 50 years.

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

**Virginia Housing offers the Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. See Login at top right of our website. An invoice for your application fee along with access information was provided in your development's assigned Procorem work center.**

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

a. Owner Name: Moorefield Station 9, LLC

Developer Name: SCG Development Partners, LLC

Contact: M/M ▶ Mr. First: Stephen MI: P. Last: Wilson

Address: 8245 Boone Blvd., Suite 640

City: Tysons Corner St. ▶ VA Zip: 22182

Phone: (703) 942-6610 Ext.  Fax:

Email address: SPW@scgdevelopment.com

Federal I.D. No. 414267129 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ limited liability company Formation State: ▶ Virginia

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

Charles Margolis, CNM@scgdevelopment.com, 703-942-6610

- ACTION:**
- a. Provide Certification from Virginia State Corporation Commission (**Mandatory TAB B**)
  - b. Complete the Principals' Previous Participation Certification tabs within this spreadsheet. Include signed in Application PDF, along with ROFR, if applicable.

b. TRUE Indicate if at least one principal listed within Org Chart has a Veteran-Owned Small Business Certification and has at least 25% ownership interest in the controlling general partner or managing member as defined in the manual.

**ACTION:** If true, provide Virginia Housing Veteran Owned Small Business Certification (**TAB AB**)

c. FALSE Indicate True if the owner meets the following statement:

**An applicant with a principal that, within three years prior to the current application, beginning with deals awarded in 2025, received an IRS Form 8609 for placing a separate 9% development in service without returning credits to or requesting additional credits from the issuing housing finance agency, will be permitted to increase the amount of developer's fee included in the development's eligible basis by 10%.**

If True above, what property placed in service?

**D. SITE CONTROL**

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

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

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

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

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

Applicant controls site by (select one):

Select Type:  Option

Expiration Date: 12/31/2027

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 12/31/2027.

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: Claude Moore Charitable Foundation

Address: 11350 Random Hills Road, #730

City: Fairfax St.: Virginia Zip: 22030

Contact Person: Jack Vega Phone: (703) 934-1147

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

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

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

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

**E. DEVELOPMENT TEAM INFORMATION**

**Complete the following as applicable to your development team.**

► Indicate Veteran Owned Small Business designation (as defined in the manual) to each team member (if applicable). You can mark True for 3 members to receive the full 10 points.

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

1. Tax Attorney:	Allison Domson	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen		
Address:	200 South 10th Street, Suite 1600	Veteran Owned Small Bus?	FALSE
City, State, Zip	Richmond, VA 23219		
Email:	Adomson@williamsmullen.com	Phone:	(804) 420-6915
2. Tax Accountant:	Ashley Bell, CPA	This is a Related Entity.	FALSE
Firm Name:	SC&H Group		
Address:	7900 Westpark Drive, Suite A50	Veteran Owned Small Bus?	FALSE
City, State, Zip	Tysons Corner, VA 22102		
Email:	Abell@SCHGroup.com	Phone:	(410) 793-1818
3. Consultant:	Tom Gibson	This is a Related Entity.	FALSE
Firm Name:	Gibson Spyre LLC		
Address:	1403 Prince Street	Veteran Owned Small Bus?	TRUE
City, State, Zip	Alexandria, VA 22314	Role:	LIHTC Consultant
Email:	TGibson@GibsonSpyreLLC.com	Phone:	(703) 772-1239
4. Management Entity:	Jan Haub	This is a Related Entity.	FALSE
Firm Name:	Paradigm Property Management, LLC		
Address:	1515 North Courthouse Road, Suite 600	Veteran Owned Small Bus?	FALSE
City, State, Zip	Arlington, VA 22201		
Email:	jhaub@paradigmcos.com	Phone:	(571) 482-5922
5. Contractor:	David Kuncheff	This is a Related Entity.	FALSE
Firm Name:	James G. Davis Construction Corporation		
Address:	12530 Parklawn Drive	Veteran Owned Small Bus?	FALSE
City, State, Zip	Rockville, MD 20852		
Email:	dkuncheff@davisconstruction.com	Phone:	(301) 255-2130
6. Architect:	Steve Saville	This is a Related Entity.	FALSE
Firm Name:	Davis, Carter, Scott, Ltd.		
Address:	8614 Westwood Center Drive, Suite 800	Veteran Owned Small Bus?	FALSE
City, State, Zip	Tysons, VA 22182		
Email:	ssaville@dcsdesign.com	Phone:	(703) 556-9275

**E. DEVELOPMENT TEAM INFORMATION**

7.	Real Estate Attorney:	Allison Domson	This is a Related Entity.	FALSE
	Firm Name:	Williams Mullen		
	Address:	200 South 10th Street, Suite 1600	Veteran Owned Small Bus?	FALSE
	City, State, Zip	Richmond, VA 23219		
	Email:	Adomson@williamsmullen.com	Phone:	(804) 420-6915
8.	Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
	Firm Name:	Astoria, LLC		
	Address:	3450 Lady Marian Ct.	Veteran Owned Small Bus?	FALSE
	City, State, Zip	Midlothian, VA 23113		
	Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
9.	Other 1:	Tim Farinholt	This is a Related Entity.	FALSE
	Firm Name:	Tim's Garage & Consulting LLC		
	Address:	2308 Park Avenue	Veteran Owned Small Bus?	TRUE
	City, State, Zip	Richmond, VA 23220	Role:	LIHTC UD Consultant
	Email:	tfarinholt@timsgarage.org	Phone:	(804) 412-5798
10.	Other 2:	Dan Lagana, CEO	This is a Related Entity.	FALSE
	Firm Name:	Building Momentum, LLC		
	Address:	5380 Eisenhower Ave, Suite C	Veteran Owned Small Bus?	TRUE
	City, State, Zip	Alexandria, VA 22304	Role:	Development Consultant
	Email:	dan@buildmo.com	Phone:	(703) 635-8384
11.	Other 3:		This is a Related Entity.	FALSE
	Firm Name:			
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip		Role:	
	Email:		Phone:	
12.	Other 4:		This is a Related Entity.	FALSE
	Firm Name:			
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip		Role:	
	Email:		Phone:	
13.	Other 5:		This is a Related Entity.	FALSE
	Firm Name:			
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip		Role:	
	Email:		Phone:	

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

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

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

b. This development has received a previous allocation of credits FALSE  
 If so, when was the most recent year that this development received credits?             
 If this is a preservation deal,  
 what date did this development enter its Extended Use Agreement period?           

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

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

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

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

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

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

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

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

i. Subsection (I) FALSE

ii. Subsection (II) FALSE

iii. Subsection (III) FALSE

iv. Subsection (IV) FALSE

v. Subsection (V) FALSE

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

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

---

**F. REHAB INFORMATION**

---

**3. Rehabilitation Credit Information**

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

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

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

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

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

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

**B. Type of involvement:**

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

or

FALSE Nonprofit meets eligibility requirements for nonprofit pool and points.

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

The nonprofit organization involved in this development is: ▶

Name:

Contact Person:

Street Address:

City:  State: ▶  Zip:

Phone:  Contact Email:

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

**Name of qualified nonprofit:** \_\_\_\_\_

**or indicate true if Local Housing Authority Name of Local Housing Authority** **FALSE** \_\_\_\_\_

- 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.

**Do not select if extended compliance is selected on Request Info Tab**

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

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	121	bedrooms	247
Total number of <b>rental</b> units in development	121	bedrooms	247
Number of low-income rental units	121	bedrooms	247
Percentage of rental units designated low-income	100.00%		
b. Number of new units:	121	bedrooms	247
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			213,031.33 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)			60,600.53 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding)			0.00
g. Total Usable Residential Heated Area			152,430.80 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b>			100.00%
i. Exact area of site in acres	2.890		
j. Locality has approved a final site plan or plan of development. If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).		FALSE	
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits		FALSE	

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

a. Specify the average size and number per unit type:

*LIHTC Units can not be greater than Total Rental Units*

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
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	864.27	SF	22	22
2BR Garden	1280.24	SF	72	72
3BR Garden	1527.39	SF	27	27
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			121	121

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

**3. Structures**

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

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

**H. STRUCTURE AND UNITS INFORMATION**

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

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

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

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

m. Number of Proposed Parking Spaces 174  
 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 or proffered public bus stop. TRUE

If True, Provide required documentation (TAB K2).

**5. Plans and Specifications**

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

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

- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

c. **All Tax Exempt 4% Applications must submit plans and specifications complete at least through Design Development (DD) phase for all design disciplines.** Reference the separate Minimum Design and Construction Requirements document for a full list of submission requirements for New Construction and Rehabilitation projects.

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

**J. ENHANCEMENTS**

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

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

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

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

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

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

**REQUIRED:**

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

- TRUE** a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 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.
- TRUE** c. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- TRUE** d. Cooking surfaces are equipped with fire suppression features as defined in the manual
- TRUE** e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
- or
- FALSE** f. Full bath fans are equipped with a humidistat.
- TRUE** g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE** h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service where it does not already exist.
- TRUE** i. Each unit is provided free individual high-speed internet access.  
*(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)*
- TRUE** j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- FALSE** k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
- or
- TRUE** l. All Construction types: each unit is equipped with a permanent dehumidification system.
- TRUE** m. All interior doors within units are solid core.
- TRUE** n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at **Tab F**.
- TRUE** o. 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"/> FALSE | Earthcraft Gold or higher certification | <input type="checkbox"/> TRUE  | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | LEED Certification                      | <input type="checkbox"/> FALSE | Enterprise Green Communities (EGC) Certification                           |

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

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

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

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

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

- |                               |  |
|-------------------------------|--|
| <input type="checkbox"/> TRUE | a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.     |
| <input type="checkbox"/> 121  | b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:<br>100% of Total Rental Units |

No Market Units listed on Structure 1a.

- 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>FALSE</u> |
| Cooking?            | <u>FALSE</u> | Trash Removal? | <u>TRUE</u>  |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	19	21	26	30	0
Air Conditioning	6	6	8	9	0
Cooking	5	6	7	9	0
Lighting	32	35	44	52	0
Hot Water	16	17	21	25	0
Water	19	21	22	24	0
Sewer	22	26	29	33	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$119	\$132	\$157	\$182	\$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: SBP Energy Model

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

**K. SPECIAL HOUSING NEEDS**

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


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

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

TRUE

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

**All common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.**



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

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

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

FALSE

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

FALSE

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

FALSE

Supportive Housing (as described in the Tax Credit Manual)

FALSE

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

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

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 as described in the manual.)

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

**K. SPECIAL HOUSING NEEDS**

**3. Leasing Preferences**

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

Organization which holds waiting list: Loudoun County DHCD

Contact person: Eric Keeler

Title: Director

Phone Number: (571) 627-6450

**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: 27  
% of total Low Income Units 22%

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

[Download Current CMA List from VirginiaHousing.com](#)

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

**4. Target Population Leasing Preference**

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

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

First Name: Jan

Last Name: Haub

Phone Number: (571) 482-5922 Email: Jhaub@ParadigmCos.com

**K. SPECIAL HOUSING NEEDS**

**5. Rental Assistance**

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

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

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

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

FALSE

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

d. Number of units receiving assistance: 0

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

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

There is an Option to Renew. FALSE

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

**6. Public Housing Revitalization**

Is this development replacing or revitalizing Public Housing Units? FALSE

If so, how many existing Public Housing units? 0

**L. UNIT DETAILS**

**1. Set-Aside Election:**

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

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

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

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
13	10.74%	30% Area Median
0	0.00%	40% Area Median
56	46.28%	50% Area Median
52	42.98%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
121	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
13	10.74%	30% Area Median
0	0.00%	40% Area Median
56	46.28%	50% Area Median
52	42.98%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
121	100.00%	<b>Total</b>

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


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

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

**2. Unit Mix Grid**

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	30% AMI	2	1	638.42	\$789.15	\$1,578
Mix 2	1 BR - 1 Bath	50% AMI	9	1	638.42	\$1,404.71	\$12,642
Mix 3	1 BR - 1 Bath	50% AMI	8		663.24	\$1,404.71	\$11,238
Mix 4	1 BR - 1 Bath	60% AMI	3	1	638.42	\$1,712.03	\$5,136
Mix 5	2 BR - 2 Bath	30% AMI	4	4	903.02	\$949.06	\$3,796
Mix 6	2 BR - 2 Bath	50% AMI	18	2	903.02	\$1,686.61	\$30,359
Mix 7	2 BR - 2 Bath	60% AMI	24	1	903.02	\$2,055.38	\$49,329
Mix 8	2 BR - 2 Bath	30% AMI	4		1001.60	\$949.06	\$3,796

L. UNIT DETAILS

Mix 11	2 BR - 2 Bath	50% AMI	2		944.22	\$1,686.61	\$3,373
Mix 12	2 BR - 2 Bath	60% AMI	7		944.22	\$2,055.38	\$14,388
Mix 13	2 BR - 2 Bath	50% AMI	2		989.41	\$1,686.61	\$3,373
Mix 14	2 BR - 2 Bath	60% AMI	2		989.41	\$2,055.38	\$4,111
Mix 15	2 BR - 2 Bath	50% AMI	2		998.16	\$1,686.61	\$3,373
Mix 16	2 BR - 2 Bath	60% AMI	2		998.16	\$2,055.38	\$4,111
Mix 17	3 BR - 2 Bath	30% AMI	3	1	1102.63	\$1,095.45	\$3,286
Mix 18	3 BR - 2 Bath	50% AMI	9	1	1102.63	\$1,948.45	\$17,536
Mix 19	3 BR - 2 Bath	60% AMI	7	1	1102.63	\$2,374.45	\$16,621
Mix 20	3 BR - 2 Bath	50% AMI	2		1145.96	\$1,948.45	\$3,897
Mix 21	3 BR - 2 Bath	60% AMI	2		1145.96	\$2,374.45	\$4,749
Mix 22	3 BR - 2 Bath	50% AMI	2		1110.59	\$1,948.45	\$3,897
Mix 23	3 BR - 2 Bath	60% AMI	2		1110.59	\$2,374.45	\$4,749
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
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>			121	13			\$214,878

<b>Total Units</b>	<b>121</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>111,221.55</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>111,221.55</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$12,100
2. Office Salaries			\$259,545
3. Office Supplies			\$18,150
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$72,355
<u>3.00%</u> of EGI	<u>\$597.98</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type		\$0
8. Legal			\$12,100
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$6,050
11. Telephone & Answering Service			\$0
12. Tax Credit Monitoring Fee			\$0
13. Miscellaneous Administrative			\$24,200
<b>Total Administrative</b>			<b>\$404,500</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$60,500
16. Water			\$12,100
17. Gas			\$0
18. Sewer			\$24,200
<b>Total Utility</b>			<b>\$96,800</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$3,025
23. Trash Removal			\$24,200
24. Security Payroll/Contract			\$3,025
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$30,250
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$0
30. Repairs Contract			\$108,900
31. Elevator Maintenance/Contract			\$0
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$6,050
35. Decorating/Payroll/Contract			\$6,050
36. Decorating Supplies			\$0
37. Miscellaneous			\$24,200
<b>Totals Operating &amp; Maintenance</b>			<b>\$205,700</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes		\$217,800
39. Payroll Taxes		\$73,810
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$900 per unit	\$108,900
42. Fidelity Bond		\$0
43. Workman's Compensation		\$5,445
44. Health Insurance & Employee Benefits		\$0
45. Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$405,955</b>

**Total Operating Expense** **\$1,112,955**

<b>Total Operating Expenses Per Unit</b>	<u>\$9,198</u>	<b>C. Total Operating Expenses as % of EGI</b>	<u>46.15%</u>
--	----------------	--	---------------

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const./Elderly Minimum) **\$36,300**

<b>Total Expenses</b>	<b>\$1,149,255</b>
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**N. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

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

Complete cost column and basis column(s) as appropriate

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

Must Use Whole Numbers Only!		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
Item	(A) Cost	"30% Present Value Credit"		(D)	
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"	
<b>1. Contractor Cost</b>					
a.	Unit Structures (New)	28,439,377	0	0	28,439,377
b.	Unit Structures (Rehab)	0	0	0	0
c.	Non Residential Structures	0	0	0	0
d.	Commercial Space Costs	0	0	0	0
X e.	Structured Parking Garage	4,148,631	0	0	4,148,631
	<b>Total Structure</b>	32,588,008	0	0	32,588,008
f.	Earthwork	0	0	0	0
g.	Site Utilities	0	0	0	0
X h.	Renewable Energy	400,000	0	0	400,000
i.	Roads & Walks	0	0	0	0
j.	Site Improvements	0	0	0	0
k.	Lawns & Planting	0	0	0	0
l.	Engineering	0	0	0	0
m.	Off-Site Improvements	511,537	0	0	0
n.	Site Environmental Mitigation	0	0	0	0
o.	Demolition	0	0	0	0
p.	Site Work	2,048,329	0	0	2,048,329
q.	Hard Cost Contingency	2,234,626	0	0	2,234,626
	<b>Total Land Improvements</b>	5,194,492	0	0	4,682,955
	<b>Total Structure and Land</b>	37,782,500	0	0	37,270,963
r.	General Requirements	2,615,660	0	0	2,615,660
s.	Builder's Overhead	0	0	0	0
	( 0.0% Contract)				
t.	Builder's Profit	1,743,404	0	0	1,743,404
	( 4.6% Contract)				
u.	Bonds	0	0	0	0
v.	Building Permits	0	0	0	0
w.	Special Construction	0	0	0	0
x.	Special Equipment	0	0	0	0
y.	Other 1: <u>CCIP/SDI</u>	916,884	0	0	916,884
z.	Other 2: <u>Gross Receipts/Cost Cert</u>	86,149	0	0	86,149
aa.	Other 3: <u>Letters of Credit</u>	139,293	0	0	139,293
	<b>Contractor Costs</b>	\$43,283,890	\$0	\$0	\$42,772,353

**Construction cost per unit: \$320,126.11**

**MAXIMUM COMBINED GR, OVERHEAD & PROFIT =**

**\$5,289,550**

**ACTUAL COMBINED GR, OVERHEAD & PROFIT =**

**\$4,359,064**

**O. PROJECT BUDGET - OWNER COSTS**

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	349,079	0	0	349,079
b. Architecture/Engineering Design Fee \$8,733 /Unit)	1,056,638	0	0	1,056,638
c. Architecture Supervision Fee \$2,183 /Unit)	264,160	0	0	264,160
d. Tap Fees	1,605,617	0	0	1,605,617
e. Environmental	12,000	0	0	12,000
f. Soil Borings	32,346	0	0	32,346
g. Green Building (Earthcraft, LEED, etc.)	26,955	0	0	26,955
h. Appraisal	12,000	0	0	12,000
i. Market Study	12,000	0	0	12,000
j. Site Engineering / Survey	329,983	0	0	329,983
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	94,343	0	0	94,343
m. Construction Loan Origination Fee	653,135	0	0	600,000
n. Construction Interest ( 7.2% for 27 months)	2,875,000	0	0	2,750,000
o. Taxes During Construction	194,076	0	0	194,076
p. Insurance During Construction	805,417	0	0	805,417
q. Permanent Loan Fee ( 0.0% )	0			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	75,474	0	0	75,474
v. Title and Recording	260,000	0	0	130,000
w. Legal Fees for Closing	215,640	0	0	100,000
x. Mortgage Banker	177,183	0	0	75,000
y. Tax Credit Fee	235,500			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	794,973	0	0	794,973
ab. Organization Costs	1,000			
ac. Operating Reserve	1,137,864			
ad. Soft Costs Contingency	202,163			
ae. Security	0	0	0	0
af. Utilities	56,606	0	0	56,606
ag. Supportive Service Reserves	0			

**O. PROJECT BUDGET - OWNER COSTS**

(1) Other* specify: Const Testing/Insp.	83,560	0	0	83,560
(2) Other* specify: Proffers	161,730	0	0	161,730
(3) Other* specify: Syndication Legal	50,000	0	0	0
(4) Other* specify: Predev Loan Costs	188,685	0	0	188,685
(5) Other * specify: County Soft Int. Accrual	1,175,000	0	0	1,000,000
(6) Other* specify: Marketing	161,730	0	0	0
(7) Other* specify: Lender 3rd Parties	45,000	0	0	45,000
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$13,344,857</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,855,642</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$56,628,747</b>	<b>\$0</b>	<b>\$0</b>	<b>\$53,627,995</b>
<b>3. Developer's Fees</b>	<b>5,000,000</b>	<b>0</b>	<b>0</b>	<b>3,000,000</b>
<b>4. Owner's Acquisition Costs</b>				
Land	3,946,221			
Existing Improvements	0	0		
Subtotal 4:	\$3,946,221	\$0		
<b>5. Total Development Costs</b>				
Subtotal 1+2+3+4:	\$65,574,968	\$0	\$0	\$56,627,995

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:**

**\$5,000,000**

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

\$268 **Meets Limits**  
\$556

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

\$471,736 **Meets Limits**  
\$589,015

**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>	65,574,968	0	0	56,627,995
<b>2. Reductions in Eligible Basis</b>				
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
<b>3. Total Eligible Basis (1 - 2 above)</b>		0	0	56,627,995
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
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	16,988,398
c. For Green Certification (Eligible Basis x 10%)				0
<b>Total Adjusted Eligible basis</b>			0	73,616,393
<b>5. Applicable Fraction</b>		100.00000%	100.00000%	100.00000%
<b>6. Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		0	0	73,616,393
<b>7. Applicable Percentage</b>		4.00%	4.00%	9.00%
<b>8. Maximum Allowable Credit under IRC §42</b> (Qualified Basis x Applicable Percentage) (Must be same as BIN total and equal to or less than credit amount allowed)		\$0	\$0	\$6,625,475
		\$6,625,475 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. Virginia Housing Construction Loan			\$29,980,000	
2.				
3.				
Total Construction Funding:			\$29,980,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. Virginia Housing REACH			\$3,000,000	\$149,340	3.95%	40	40
2. Virginia Housing REACH			\$6,200,000	\$308,637	3.95%	40	40
3. Virginia Housing Taxable Loan			\$8,518,257	\$639,904	7.06%	40	40
4. Loudoun County Affordab	6/2/2025	3/3/2026	\$17,462,713		2.00%	9999	40
5. Accrued Soft Interest			\$1,175,000				
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							
Total Permanent Funding:			\$36,355,970	\$1,097,881			

**Q. SOURCES OF FUNDS**

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

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

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	Loudoun County Affordable Multi Family		\$17,462,713
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$17,462,713

**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	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$17,462,713
	Loudoun County Affordable Multi	
l.	Other:	\$0

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

**Q. SOURCES OF FUNDS**

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.

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

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

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

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

--

**8. Other Subsidies**

**Action:** Provide documentation (**Tab Q**)

- a. FALSE Real Estate Tax Abatement on the increase in the value of the development.
- b. FALSE **New** project based subsidy from HUD or Rural Development or any other binding federal project based subsidy  
0 Number of New PBV Vouchers
- c. FALSE Other

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit			
Amount of Federal historic credits	\$0	x Equity \$	\$0.000 = \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000 = \$0
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)			
i. Requested Annual HOTC Credits	\$0		
ii. 10 Year HOTC Credit Amount	\$0		
iii. Equity Dollars Per Credit	\$0.000		
iv. Percent of ownership entity (repeated from 3b)	99.99000%		
v. HOTC Credit Net	\$0		
c. Equity that Sponsor will Fund:			
i. Cash Investment	\$0		
ii. Contributed Land/Building	\$0		
iii. Deferred Developer Fee	\$743,998	(Note: Deferred Developer Fee cannot be negative.)	
v. Other:	\$0		
<b>ACTION:</b> If Deferred Developer Fee is greater than 50% of overall Developer Fee, provide a cash flow statement showing payoff within 15 years at <b>TAB A.</b>			
<b>Equity Total</b>	<u>\$743,998</u>		

**2. Equity Gap Calculation**

a. Total Development Cost	\$65,574,968
b. Total of Permanent Funding, Grants and Equity	- \$37,099,968
c. Equity Gap	\$28,474,999
d. Developer Equity	- \$2,846
e. Equity gap to be funded with low-income tax credit proceeds	\$28,472,153

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

a. Actual or Anticipated Name of Syndicator:	▶ Stratford Capital Group		
Contact Person:	Josh Gould	Phone:	(978) 548-6155
Street Address:	701 Edgewater Drive, Suite 210		
City:	Wakefield	State:	Massachusetts
		Zip:	01880

b. Syndication Equity	
i. Anticipated Annual Credits	\$3,350,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.850
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	\$3,349,665
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$28,472,153

**Action:** Provide Syndicator's or Investor's signed Letter of Intent (Mandatory at Tab C)

<b>4. Net Syndication Amount</b>	<u>\$28,472,153</u>
Which will be used to pay for Total Development Costs	
<b>5. Net Equity Factor</b>	<u>85.0000014927%</u>

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$65,574,968</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$37,099,968</u>
3. Equals Equity Gap		<u>\$28,474,999</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>85.0000014927%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$33,499,999</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$3,350,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$6,625,475</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$3,350,000</u>
Credit per LI Units	<u>\$27,685.9504</u>	
Credit per LI Bedroom	<u>\$13,562.7530</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$3,350,000</b>

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units	\$214,878
Plus Other Income Source (list):	\$1,235
Equals Total Monthly Income:	\$216,113
Twelve Months	x12
Equals Annual Gross Potential Income	\$2,593,356
Less Vacancy Allowance	\$181,535
Less Vacancy Allowance	7.0%
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b>\$2,411,821</b>

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

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

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

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

a. Annual EGI Low-Income Units	\$2,411,821
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$2,411,821
d. Total Expenses	\$1,149,255
e. Net Operating Income	\$1,262,566
f. Total Annual Debt Service	\$1,097,881
g. Cash Flow Available for Distribution	\$164,685

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	2,411,821	2,460,058	2,509,259	2,559,444	2,610,633
Less Oper. Expenses	1,149,255	1,183,733	1,219,245	1,255,822	1,293,497
Net Income	1,262,566	1,276,325	1,290,014	1,303,622	1,317,136
Less Debt Service	1,097,881	1,097,881	1,097,881	1,097,881	1,097,881
Cash Flow	164,685	178,444	192,133	205,741	219,255
Debt Coverage Ratio	1.15	1.16	1.18	1.19	1.20

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	2,662,845	2,716,102	2,770,424	2,825,833	2,882,349
Less Oper. Expenses	1,332,302	1,372,271	1,413,439	1,455,842	1,499,517
Net Income	1,330,544	1,343,832	1,356,986	1,369,991	1,382,832
Less Debt Service	1,097,881	1,097,881	1,097,881	1,097,881	1,097,881
Cash Flow	232,663	245,951	259,105	272,110	284,951
Debt Coverage Ratio	1.21	1.22	1.24	1.25	1.26

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	2,939,996	2,998,796	3,058,772	3,119,948	3,182,347
Less Oper. Expenses	1,544,503	1,590,838	1,638,563	1,687,720	1,738,351
Net Income	1,395,494	1,407,959	1,420,209	1,432,228	1,443,995
Less Debt Service	1,097,881	1,097,881	1,097,881	1,097,881	1,097,881
Cash Flow	297,613	310,078	322,328	334,347	346,114
Debt Coverage Ratio	1.27	1.28	1.29	1.30	1.32

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

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

**Must Complete**

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

Number of BINS: 1

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: <b>DO NOT use the CUT feature</b> <b>DO NOT SKIP LINES BETWEEN BUILDINGS</b>				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.		121	0	Parcel E-24 (2.9 acres) at intersection of			Ashburn	VA	20148					\$0					\$73,616,393	12/01/28	9.00%	\$6,625,475
2.														\$0								\$0
3.														\$0								\$0
4.														\$0								\$0
5.														\$0								\$0
6.														\$0								\$0
7.														\$0								\$0
8.														\$0								\$0
9.														\$0								\$0
10.														\$0								\$0
11.														\$0								\$0
12.														\$0								\$0
13.														\$0								\$0
14.														\$0								\$0
15.														\$0								\$0
16.														\$0								\$0
17.														\$0								\$0
18.														\$0								\$0
19.														\$0								\$0
20.														\$0								\$0
21.														\$0								\$0
22.														\$0								\$0
23.														\$0								\$0
24.														\$0								\$0
25.														\$0								\$0
26.														\$0								\$0
27.														\$0								\$0
28.														\$0								\$0
29.														\$0								\$0
30.														\$0								\$0
31.														\$0								\$0
32.														\$0								\$0
33.														\$0								\$0
34.														\$0								\$0
35.														\$0								\$0

121 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$73,616,393

\$6,625,475

Number of BINS: 1

**V. STATEMENT OF OWNER**

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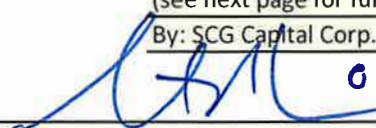
The undersigned hereby acknowledges the following:

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 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: Moorefield Station 9, LLC  
 (see next page for full signature block)  
 By: SCG Capital Corp.  
 By:   
 Its: President - Virginia Office  
 (Title)


**MOOREFIELD STATION 9, LLC**

By: Moorefield Station 9 MM, LLC  
A Virginia limited liability company,  
its Manager

By: SCG Development Partners, LLC  
A Delaware limited liability company,  
its Manager

By: SCG Development Manager, LLC,  
A Delaware limited liability company,  
its Managing Member

By: SCG Capital Corp.,  
A Delaware Corporation,  
its Sole Member


By:   
\_\_\_\_\_  
Stephen P. Wilson,  
President – Virginia Office

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:	<u>Joseph Steven Saville</u>
Virginia License#:	<u>0401012654</u>
Architecture Firm or Company:	<u>Davis, Carter, Scott Ltd.</u>

By: 

Its: Project Director  
(Title)

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

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**V. Previous Participation Certification**

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**Development Name:** Moorefield Station 9

**Name of Applicant (entity):** Moorefield Station 9, LLC

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

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

- “Principal” has the same meaning as defined within the QAP, but as applied to each specific property referenced within this Certification, it excludes individuals and entities whose ownership interest is solely vested in limited partnership interests of the ownership entity.
- “Participant” means all Principals of the Owner who are required to be individually listed within **the organizational chart attached hereto**.

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained within the organizational charts and any statements attached to this Certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.

2. During any time within the past ten (10) years that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee. For purposes of this statement, "declared a default" refers only to final notices of default issued after the exhaustion of all applicable notice and cure rights.

3. During any time within the last ten (10) years that any of the Participants were a Principal in an owner of multifamily rental property, no such owner was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company. For the purposes of this statement, "determined to have breached" refers only to determinations made by an independent third-party arbiter or court of law following the expiration of all applicable notice and cure periods and excludes default judgments that have been fully satisfied.

4. No Participant listed in this Certification has been required to turn control of a property over to an investor or been otherwise involuntarily removed as a general partner from the ownership of a multifamily rental property within the past ten (10) years.

5. There are no unresolved material findings of noncompliance resulting from any audits, management reviews, or other governmental investigations performed by (or on behalf of) any state or federal entity, concerning any multifamily rental property in which any of the Participants were Principals at the time of such finding. For the purposes of this statement, a finding is considered resolved if either (a) the state or federal entity issuing the finding has determined that no further action is required to remedy the finding; or (b) the Participant (or entity in which it is a Principal) has entered into a binding agreement with the applicable state or federal entity to address such finding(s) and the Applicant has included with this Certification a copy of such agreement accompanied by a written statement from the state or federal entity verifying that such agreement is not in default and is reasonably expected to be satisfied within (90) days. Any such statement must be addressed to Virginia Housing and dated no more than thirty (30) days prior to submission of the Application.

6. During the past ten (10) years, no Participants were Principals in any multifamily rental property for which payments under any state or federal assistance contract were suspended or terminated. For the purposes of this statement, suspensions and terminations do not include those caused solely by actions or inactions of the state or federal agency, like funding shortages, technical issues, or administrative delays, where the Principals were not at fault.

7. None of the Participants have been convicted of a felony and none are presently the subject of a complaint of 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. No Participant has been suspended, debarred, or otherwise restricted by any federal or state entity from participating in housing programs administered by such entity due to programmatic noncompliance on the part of either the Participant or an entity in which the Participant was a Principal.

9. During the past ten (10) years, (a) no Participant has been the subject of a claim under an employee fidelity bond; and (b) while any Participant was a Principal in an owner of multifamily rental property, no Participant or such related owner defaulted on any obligation secured by a letter of credit or surety or performance bond. For the purposes of this statement, "defaulted" refers only to events where funds were paid by the issuer of a letter of credit or surety or performance bond.

10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.

11. No Participant currently holds an ownership interest in a multifamily rental property where construction has stopped for more than 20 consecutive days, unless the stoppage:

- (a) resulted from events beyond the reasonable control of the property owner that also caused similar delays in comparable projects in the surrounding area (e.g. natural disasters, labor strikes, pandemics, or government-imposed work stoppages); or
- (b) solely involves work neither contractually required as a condition of tax credit allocation nor required prior to placing in service all residential buildings within such project.

Additionally, no Participant currently holds an ownership interest in a multifamily rental property assisted by a federal or state governmental entity and that has been substantially complete for more than 90 days without the required closing documents (such as the final cost certification) being filed, unless the delay is solely attributable to the governmental entity and not to the property owner or its agents.

12. No court of competent jurisdiction or other federal or state governmental entity has found any Participant to be in violation of any applicable civil rights, fair housing, or equal employment opportunity laws or regulations.

13. During the past ten (10) years, no Participant was a Principal in any multifamily rental property found by a court of competent jurisdiction or other federal or state governmental entity to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended (this statement does not refer to 8823s deemed corrected by the issuing agency).

14. No Participants are currently named as a defendant in a civil lawsuit relating to their ownership or other participation in a multi-family housing development where the amount of damages sought by the plaintiffs against the Participants relates to such ownership or participation and is for an amount greater than One Million Dollars (\$1,000,000).

15. No Participant 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 and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

- A. Supporting documentation sufficient to both outline the relevant facts and circumstances that necessitated each deletion and to explain why such deletion(s) should not result in disqualification; and
- B. A draft of Virginia Housing's form Right of First Refusal, which the Applicant commits to properly execute and record as a condition of any reservation or allocation of low-income housing tax credits made with regard to the Development named above.

Any material misrepresentations or omissions made on this form are grounds for rejection of this Application, forfeiture of any credits awarded with connection with this Application, and prohibition against the submission of future applications.

  
\_\_\_\_\_  
Signature

Stephen P. Wilson  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date (no more than 30 days prior to submission of the Application) 3/10/2026


**MOOREFIELD STATION 9, LLC**

By: Moorefield Station 9 MM, LLC  
A Virginia limited liability company,  
its Manager

By: SCG Development Partners, LLC  
A Delaware limited liability company,  
its Manager

By: SCG Development Manager, LLC,  
A Delaware limited liability company,  
its Managing Member

By: SCG Capital Corp.,  
A Delaware Corporation,  
its Sole Member

By:   
\_\_\_\_\_  
Stephen P. Wilson,  
President – Virginia Office

W.

**LIHTC SELF SCORE SHEET**

**Self Scoring Process**

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

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

**MANDATORY ITEMS:**

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

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

**1. READINESS:**

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- or e. Location in a revitalization area with resolution or by locality
- or f. Location in a Opportunity Zone
  - g. Location in a Medium to High level Economic Development Jurisdiction
- h. Location on land owned by Tribal Nation

Y	0 or -50	0.00
N	0 or -25	0.00
N	0 to 10	0.00
N	0 or 10	0.00
Y	0 or 15	15.00
N	0 or 15	0.00
Y	0 or 5	5.00
N	0 or 15	0.00
Total:		20.00

**2. HOUSING NEEDS CHARACTERISTICS:**

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

Y	0 or up to 5	5.00
N	0 or 20	0.00
26.63%	Up to 60	53.26
N	0 or 5	0.00
N	up to 40	0.00
3%	0, 20, 25 or 30	30.00
N	0 or 15	0.00
Y	Up to 20	20.00
Total:		108.26

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			90.00
b. <removed for 2026>			0.00
c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Proximity to public transportation	Y20	0, 10 or 20	20.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
g. Developments with less than 100 low income units	N	up to 20	0.00
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
i. Meets Target Population Development Characteristics	N	0 or 10	0.00
Total:			<u>155.00</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$163,900	\$78,100

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	22.31%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	10.74%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	10.74%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	57.02%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	57.02%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	57.02%	Up to 50	0.00
Total:			<u>100.00</u>

5. SPONSOR CHARACTERISTICS:

a. <QAP change - removed for 2026 cycle>	N		0.00
b. Veteran Small Business Principal owner 25% or greater	N	0 or 30	30.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			<u>30.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 100	82.40
Total:			<u>82.40</u>

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	35	Years	40 or 70	70.00
or b. Nonprofit or LHA purchase option/ ROFR	N		0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N		0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y		10 or 15	15.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N		0 or 10	0.00
f. Team member with Veteran Owned Small Business Certification	Y		up to 10	10.00
g. Commitment to electronic payment of fees	Y		0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N		0, 10 or 20	0.00
Total:				<u>100.00</u>

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

**TOTAL SCORE:** **595.66**

**Enhancements:**

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	2.00
e. Bath Fan - Delayed timer or continuous exhaust	3	3.00
f. Baths equipped with humidistat	3	0.00
g. Watersense labeled faucets, toilets and showerheads (without Green Certification)	3	0.00
h. Rehab only: new infrastructure for high speed internet/broadband	5	0.00
i. Each unit provided free individual high speed internet access	15	15.00
j. USB in kitchen, living room and all bedrooms	1	1.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
l. Provides Permanently installed dehumidification system	5	5.00
m. All interior doors within units are solid core	3	3.00
n. Installation of Renewable Energy Electric system	10	10.00
o. New Construction: Balcony or patio	4	4.00

90.00

All elderly units have:

p. Front-control ranges	1	0.00
q. Independent/suppl. heat source	1	0.00
r. Two eye viewers	1	0.00
s. Shelf or Ledge at entrance within interior hallway	2	0.00

0.00

**Total amenities: 90.00**

X.

## Development Summary

**Summary Information**

**2026 Low-Income Housing Tax Credit Application For Reservation**

**Deal Name:** Moorefield Station 9

<b>Cycle Type:</b> 9% Tax Credits	<b>Requested Credit Amount:</b> \$3,350,000	
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Loudoun County	
<b>Total Units:</b> 121	<b>Population Target:</b> General	
<b>Total LI Units:</b> 121		
<b>Project Gross Sq Ft:</b> 213,031.33	<b>Owner Contact:</b> Stephen Wilson	
<b>Green Certified?</b> TRUE		

**Total Score**  
595.66

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$36,355,970	\$300,463	\$171	\$1,097,881
Grants	\$0	\$0		
Subsidized Funding	\$17,462,713	\$144,320		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$37,782,500	\$312,252	\$177	57.62%
General Req/Overhead/Profit	\$4,359,064	\$36,025	\$20	6.65%
Other Contract Costs	\$1,142,326	\$9,441	\$5	1.74%
Owner Costs	\$13,344,857	\$110,288	\$63	20.35%
Acquisition	\$3,946,221	\$32,613	\$19	6.02%
Developer Fee	\$5,000,000	\$41,322	\$23	7.62%
<b>Total Uses</b>	<b>\$65,574,968</b>	<b>\$541,942</b>		

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

Total Improvements	\$56,628,747
Land Acquisition	\$3,946,221
Developer Fee	\$5,000,000
<b>Total Development Costs</b>	<b>\$65,574,968</b>

<b>Proposed Cost Limit/Sq Ft:</b>	\$268
<b>Applicable Cost Limit/Sq Ft:</b>	\$556
<b>Proposed Cost Limit/Unit:</b>	\$471,736
<b>Applicable Cost Limit/Unit:</b>	\$589,015

Income	
Gross Potential Income - LI Units	\$2,593,356
Gross Potential Income - Mkt Units	\$0
Subtotal	\$2,593,356
Less Vacancy %	7.00%
Effective Gross Income	\$2,411,821

**Rental Assistance?** FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$404,500	\$3,343
Utilities	\$96,800	\$800
Operating & Maintenance	\$205,700	\$1,700
Taxes & Insurance	\$405,955	\$3,355
<b>Total Operating Expenses</b>	<b>\$1,112,955</b>	<b>\$9,198</b>
Replacement Reserves	\$36,300	\$300
<b>Total Expenses</b>	<b>\$1,149,255</b>	<b>\$9,498</b>

Unit Breakdown	
# of Eff	0
# of 1BR	22
# of 2BR	72
# of 3BR	27
# of 4+ BR	0
<b>Total Units</b>	<b>121</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	13	13
40% AMI	0	0
50% AMI	56	56
60% AMI	52	52
>60% AMI	0	0
Market	0	0

**Income Averaging?** TRUE

**Extended Use Restriction?** 50

Cash Flow	
EGI	\$2,411,821
Total Expenses	\$1,149,255
<b>Net Income</b>	<b>\$1,262,566</b>
Debt Service	\$1,097,881
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

**Y. Efficient Use of Resources**

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 100 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 100. In this example,  $(40\%/60\%) \times 100$  or 66.67 points.

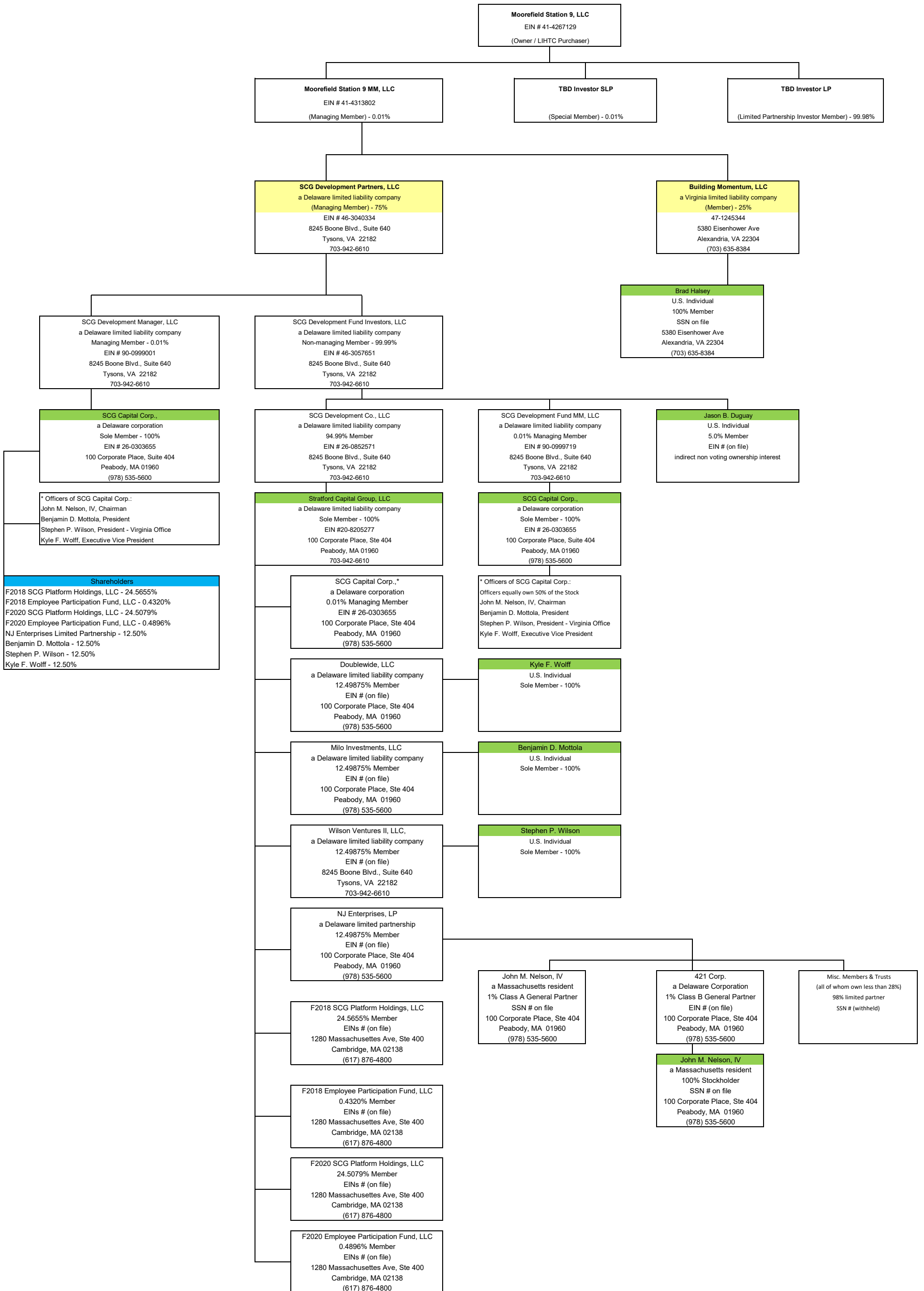
Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$6,625,475
Credit Requested	\$3,350,000
% of Savings	49.44%
Sliding Scale Points	82.4

# Tab A:

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

**Moorefield Station 9, LLC Organizational Chart**



# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Moorefield Station 9, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on February 11, 2026; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

February 26, 2026

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

---

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

Syndicator's or Investor's Letter of Intent  
(MANDATORY)



March 6, 2026

Mr. Charles N. Margolis  
Moorefield Station 9, LLC  
c/o SCG Development Partners, LLC  
8425 Boone Boulevard, Suite 640  
Tysons, VA 22182

Re: Moorefield Station 9  
Ashburn, Virginia

Dear Charlie,

We appreciate the opportunity to provide this letter of interest for the federal low-income tax credit equity capitalization of Moorefield Station 9, LLC (the "Company"), which will develop 121 units of family housing to be known as Moorefield Station 9 in Ashburn, VA (the "Property"). We understand that the development of the Property will be financed by federal low-income tax credit equity, a First Mortgage Loan in the presently anticipated amount of \$17,718,257, a Loudoun County Loan in the presently anticipated amount of \$17,462,713, approximately \$1,175,000 in accrued interest on the Loudoun County Loan, and, if necessary, the deferral of a portion of the Development Fee. The Property will be developed, owned, and operated such that all of the apartment units qualify for federal low-income housing tax credits (the "Federal Tax Credits").

Based on the materials that you have delivered to us to date, and assuming the accuracy and completeness thereof, we expect to provide equity capital contributions to the Company in the amount of approximately \$28,469,000 (equal to \$0.85 per dollar of Federal Tax Credit). It is anticipated that (i) the Company will qualify for Federal Tax Credits in the amount \$33,500,000 representing \$3,350,000 per year for ten years, and (ii) Stratford Capital or its designee would receive a 99.99% ownership interest in the Company (of which 0.01% will be a Special Member ownership interest). Upon completion of a satisfactory due diligence review period and receipt of all necessary funding commitments, we anticipate that the equity will be contributed, as follows: (i) 25% upon Initial Closing, (ii) 20% upon 50% completion, (iii) 20% upon the Completion Date, (iv) 20% upon Final Closing, and (v) 15% upon the Stabilization Date and receipt of IRS Forms 8609.

As you may know, the principals of Stratford Capital have arranged for the equity financing of over 325 multi-family residential properties, most of which benefit from Federal Tax Credits. This letter of interest is conditioned upon (1) the Property qualifying for Federal Tax Credits in the amount referenced above, (2) the Property qualifying for the other sources referenced above, (3) the Property being developed and operated substantially as represented by SCG Development Partners, LLC, (4) our confirmation of the representations, warranties and information provided by you to us, (5) execution of an Operating Agreement and other definitive documentation required by us, and (6) no materially adverse changes occurring in applicable laws, rules, regulations or market conditions.



Please do not hesitate to contact me at (978) 548-6155 with any questions. We look forward to working with you on this and future matters.

Sincerely,

STRATFORD CAPITAL GROUP

By: Joshua K. Gould  
Joshua K. Gould  
Senior Vice President

# **Tab D:**

Any Supporting Documentation related to List of LIHTC Developments (Schedule A)

This deal does not require  
information behind this tab.

# **Tab E:**

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

**ASSIGNMENT AND ASSUMPTION OF  
OPTION TO LEASE**

**THIS ASSIGNMENT AND ASSUMPTION OF OPTION TO LEASE** (“Assignment”) is made as March 9, 2026, by and between **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (the “Assignor”), **MOOREFIELD STATION 9, LLC**, a Virginia limited liability company (the “9% Assignee”), and **MOOREFIELD STATION 4, LLC**, a Virginia limited liability company (the “4% Assignee” and together with 9% Assignee, the “Assignee”).

**RECITALS:**

A. Assignor entered into Option to Lease dated as of July 16, 2025 (the “Option”), with the Claude Moore Charitable Foundation, as landlord (the “Landlord”) for the purchase of certain real property located in Loudoun County, Virginia, consisting of approximately 2.890 acres, and described more particularly in the Option (the “Property”).

B. Assignee intends to construct two (2) new affordable housing projects on the Property, with a project to be owned by 9% Assignee having 121 residential units and using 9% low-income housing tax credits (“9% Project”), and a project to be owned by 4% Assignee having 128 residential units and using 4% low-income housing tax credits (“4% Project”).

C. Upon Assignee’s purchase of the Property, Assignee will subject the Property to a condominium regime having two (2) condominium units, with one condominium unit immediately transferred to 9% Owner for the construction of the 9% Project and one condominium unit immediately transferred to 4% owner for the construction of the 4% Project.

D. Assignor formed Assignee, for the purposes of ground leasing the Property pursuant to the terms of the Option.

E. Assignor desires to assign to Assignee its right, title and interest in and to the Option, and Assignee desires to accept such assignment and assume the rights and obligations of Assignor under the Option.

**AGREEMENT:**

**NOW, THEREFORE**, for Ten and No/100 Dollars (\$10.00), the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Option. Assignee hereby accepts the assignment and assumes Assignor’s rights and obligations under the Option. This Assignment is subject to all other terms and conditions of the Option.

2. **Purchase Price.** At closing on the acquisition of the Property, 9% Assignee shall be responsible for \$3,946,221 of the Upfront Rent, as defined in Section 7.1 of the Option, and 4% Assignee shall be responsible for \$3,373,779 of the Upfront Rent.

3. **Representations.** Assignor represents to Assignee that the Option is in full force and effect.

4. **Indemnification.** Assignee shall indemnify and hold Assignor harmless from any and all claims, costs, liabilities and causes of action of any kind pertaining to the Option which may arise after the date of this Assignment Agreement.

4. **Interpretation.** The terms of this Assignment Agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Virginia.

5. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one agreement. Executed copies hereof may be delivered by telecopier or by PDF attachment to an e-mail and upon receipt shall be deemed originals and binding upon the parties hereto.

*[Signature Page Follows]*


IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

**ASSIGNOR:**

SCG DEVELOPMENT PARTNERS, LLC,  
a Delaware limited liability company

By: SCG Development Manager, LLC, a  
Delaware limited liability company,  
its Managing Member

By: SCG Capital Corp., a Delaware  
corporation, its Sole Member

By:   
Name: Stephen P. Wilson  
Title: President, its Authorized  
Representative

**9% ASSIGNEE:**

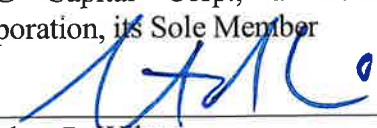
MOOREFIELD STATION 9, LLC,  
a Virginia limited liability company

By: Moorefield Station 9 MM, LLC,  
a Virginia limited liability company,  
its Manager

By: SCG Development Partners, LLC, a  
Delaware limited liability company,  
its Manager

By: SCG Development Manager, LLC, a  
Delaware limited liability company,  
its Managing Member

By: SCG Capital Corp., a Delaware  
corporation, its Sole Member

By:   
Stephen P. Wilson,  
President - Virginia Office

*[Signature Page Follows]*

**4% ASSIGNEE:**

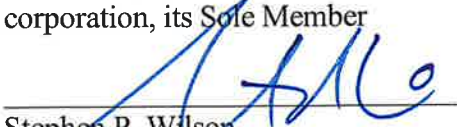
MOOREFIELD STATION 4, LLC,  
a Virginia limited liability company

By: Moorefield Station 4 MM, LLC,  
a Virginia limited liability company,  
its Manager

By: SCG Development Partners, LLC, a  
Delaware limited liability company,  
its Manager

By: SCG Development Manager, LLC, a  
Delaware limited liability company,  
its Managing Member

By: SCG Capital Corp., a Delaware  
corporation, its Sole Member

By:   
\_\_\_\_\_  
Stephen P. Wilson,  
President - Virginia Office

(151120150.1)

## OPTION TO LEASE

THIS OPTION TO LEASE (the “**Agreement**”) is given as of July <sup>16<sup>th</sup></sup>, 2025 (“**Effective Date**”), by the CLAUDE MOORE CHARITABLE FOUNDATION (“**Landlord**”), to SCG DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company (“**Tenant**”).

### RECITALS:

WHEREAS, Landlord owns certain undeveloped real property in fee simple, identified as Parcel E-24 having a Parcel Identification Number of 120403361000, consisting of approximately 2.890 acres located in Loudoun County, Virginia, (the “**County**”) such real property being more particularly identified on Exhibit A, attached hereto and made a part hereof (the “**Premises**”);

WHEREAS, Tenant intends to ground lease the Premises for the development of (i) one building consisting of 121 affordable multifamily residential units (“**Phase I Residential**”) with approximately 3,000 square feet of commercial space (“**Phase I Commercial**”) and together with Phase I Residential, “**Phase I**”, and (ii) one (1) building consisting of 128 affordable multifamily residential units (“**Phase II**”) and together with Phase I, the “**Project**”);

WHEREAS, in order to finance in part, the design, development and construction of the Project Tenant shall apply for certain tax credits (“**Tax Credits**”) pursuant to the Virginia Housing Development Authority’s Federal Low Income Housing Tax Credit Program Application (the “**Application**”);

WHEREAS, Landlord wishes to grant Tenant an option to ground lease the Premises under one or more long-term ground leases (collectively, the “**Ground Lease**”) and Tenant wishes to accept the option.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals Incorporated.** The above-referenced Recitals are incorporated herein by reference as if fully set forth herein.
2. **Option.** At any time beginning on the Effective Date of this Agreement and ending on the earlier to occur of (a) termination by Tenant as provided in Section 11 of this Agreement; (b) termination of this Agreement pursuant to the express terms herein, or (c) December 31, 2027 (“**Option Period**”), Tenant will have the right and option to lease the Premises (the “**Option**”) from Landlord pursuant to the Ground Lease and this Agreement (“**Lease Option**”).
  - 2.1. **Exercise.** Tenant may exercise the Lease Option granted herein at any time during the Option Period by notifying Landlord in writing in accordance with the provisions of Section 17 below (“**Option Exercise Notice**”) and concurrently providing to Landlord the Option Fee in accordance with Section 2.2 below. Provided that all conditions to Closing on the Option as set forth in this Agreement have been satisfied

or waived by the party for whose benefit the condition is imposed, Tenant shall be obligated to ground lease the Premises from Landlord, and Landlord shall be obligated to ground lease the Premises to Tenant, by execution of the Ground Lease in accordance with the terms and conditions of this Agreement. If Tenant fails to timely provide Landlord the Option Exercise Note and/or pay the Option Fee pursuant to the terms herein prior to the expiration of the Option Period, then Tenant shall be deemed to have waived its right to ground lease the Premises pursuant to this Agreement and this Agreement shall be automatically terminated and of no further force and effect.

- 2.2. **Option Fee.** Concurrently with the delivery of the Option Exercise Notice, and as a condition to the due exercise of the Option by Tenant, Tenant shall deliver to Landlord through a release of a portion of the Deposit (as defined herein) the amount of \$50,000 and 00/100 Dollars (\$50,000) the ("**Option Fee**") by written release instructions to Title Company (as defined herein). The Option Fee shall be deemed further independent consideration for the grant of the Option herein, earned by Landlord upon receipt, and shall be non-refundable to Tenant for all purposes hereunder. If Tenant duly provides the Option Exercise Notice but the Option Fee is not paid to Landlord in accordance with the terms hereof, Landlord shall provide Tenant with written notice of its failure to pay and, absent such payment, this Agreement shall terminate automatically on that date which is five (5) Business Days after Tenant's receipt of notice from Landlord that the Option Fee has not been paid.
3. **Escrow Deposit.** No later than five (5) business days after the Effective Date of this Agreement, Tenant shall deposit with the Title Company an initial deposit of Fifty Thousand and No/100 Dollars (\$50,000.00) ("**Initial Deposit**") to be held in accordance with the terms hereof. So long as this Agreement has not been terminated, the Initial Deposit shall become non-refundable after the expiration of the Feasibility Period (as defined below) except in the event of Landlord's default hereunder. No later than five (5) business days after the Financing Contingencies (defined below) have been satisfied or waived by Tenant pursuant to Section 9.1.6 below, Tenant shall deposit with the Title Company an additional deposit of One Hundred Thousand and No/100 Dollars (\$100,000.00) ("**Additional Deposit**"). Upon delivery to the Title Company, the Additional Deposit shall be non-refundable except in the event of Landlord's default hereunder. The Initial Deposit, the Additional Deposit and the Extension Deposit (if any), together with any interest accrued thereon are hereinafter collectively referred to as the "**Deposit**". The Deposit shall be applicable to the Option Fee upon the delivery of the Option Exercise Notice in accordance with Section 2.3 above and thereafter and remaining portions of the Deposit shall be applied to the Upfront Rent at Closing or otherwise disbursed as provided for herein. The Deposit shall be held by Title Company in a segregated, interest-bearing account reasonably acceptable to Landlord and Tenant in accordance with those certain escrow instructions set forth at Exhibit C hereto, and all interest accruing thereon shall be deemed part of the Deposit for all purposes hereunder.
4. **Closing.** Subject to satisfaction (or waiver) of all Conditions Precedent (as defined herein), the closing under this Agreement ("**Closing**") will occur, and the Ground Lease will be executed by the parties and become effective, within one hundred eighty (180) days following Tenant's timely delivery of Option Exercise Notice ("**Closing Date**"). Notwithstanding the foregoing, Tenant shall have the right to extend the Closing Date for an additional period of ninety (90)

days (the "**Extended Closing Date**") upon delivery of written notice to Landlord delivered no later than ten (10) business days prior to the Closing Date and concurrent deposit with the Title Company of an additional escrow deposit (the "**Extension Deposit**") of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Tenant's failure to timely deliver notice of its exercise of the extension rights herein or failure to timely deliver the Extension Deposit shall be deemed Tenant's waiver of its extension rights pursuant to this Section 4. Closing will be accomplished through the escrowed delivery of all documents and funds required by this Agreement to Kensington Vanguard National Land Service (the "**Title Company**").

**4.1. Items to be Delivered by Landlord at Closing.** At Closing, Landlord will execute, deliver and/or provide to the Title Company, or will cause to be executed, delivered and/or provided to Title Company or the Tenant, the following closing documents:

- 4.1.1. The Ground Lease in form agreed upon by the parties pursuant to Section 7 herein conveying to Tenant the leasehold interest to the Premises, free and clear of any liens or encumbrances other than encumbrances permitted pursuant to Section 5, but otherwise in its as-is, where-is condition, and without representation or warranty, except as specifically provided in the Ground Lease. Notwithstanding anything in this Agreement to the contrary, Tenant or its assignee permitted pursuant to Section 19, as ground lessee under the Ground Lease (the "**Ground Lessee**"), shall have the unlimited and unrestricted right, at its own expense, to negotiate and obtain a loan or loans for the Project that will be secured by a deed of trust on all or any part of the Ground Lessee's leasehold interest in the Premises and the improvements constructed thereon. Such leasehold deed of trusts shall in all events be subject and subordinate to Landlord's fee interest in the Premises and Ground Lease;
- 4.1.2. A recordable memorandum of the Ground Lease, in form approved by Landlord and Tenant ("**Memorandum of Lease**");
- 4.1.3. Evidence reasonably satisfactory to the Title Company authorizing the consummation by Landlord of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;
- 4.1.4. All such other documents and instruments customarily executed and delivered by a landlord of a ground leasehold similar to the leasehold interest in the Premises conveyed by the Ground Lease in the Commonwealth of Virginia, consistent with the terms and provisions of this Agreement;
- 4.1.5. The customary form of affidavit certifying to the Title Company, among other things: (i) the absence of claims which would give rise to mechanic's and materialmen's liens, (ii) that Landlord is the only party in possession of the Premises (subject to residential leases as set forth in the affidavit), and (iii) that there are no pending suits or outstanding judgments against either Landlord or the Land; and

- 4.1.6. A settlement statement setting forth in reasonable detail the financial transaction contemplated by this Agreement in form agreed upon by Landlord and Tenant ("**Settlement Statement**").
- 4.2. **Items to be Delivered by Tenant at Closing.** At Closing, Tenant will execute, deliver and/or provide to the Title Company or the Landlord, or will cause to be executed, delivered and/or provided to Title Company or the Landlord, the following closing documents:
  - 4.2.1. The Ground Lease in the form agreed upon by the parties pursuant to Section 7 conveying to Tenant the leasehold interest to the Premises, free and clear of any liens or encumbrances other than encumbrances permitted by Tenant, pursuant to Section 5, but otherwise in its as-is, where-is condition, and without representation or warranty, except as specifically provided in the Ground Lease;
  - 4.2.2. The Memorandum of Lease;
  - 4.2.3. Evidence reasonably satisfactory to the Title Company authorizing the consummation by Tenant of the transactions contemplated hereby and the execution and delivery of all documents and instruments in connection herewith;
  - 4.2.4. All such other documents and instruments customarily executed and delivered by a tenant of a ground leasehold similar to the leasehold interest in the Premises conveyed by the Ground Lease in the Commonwealth of Virginia, consistent with the terms and provisions of this Agreement; and
  - 4.2.5. The Settlement Statement.
- 4.3. **Funds.** At Closing, Tenant will provide to the Title Company or cause to be provided to Title Company immediately available funds representing the Upfront Rent (as defined below) and other closing prorations and costs set forth on the Settlement Statement.
- 4.4. **Closing Costs and Prorations.** Landlord shall pay any grantor's state and local governmental taxes related to recording the Memorandum of Lease and transferring the Premises, the cost of recording any instruments required to discharge any liens or encumbrances against the Premises required to be discharged by Landlord at Closing pursuant to this Agreement, and its own attorneys' fees. Tenant shall pay any grantee's state and local governmental taxes and all other transfer fees and recordation taxes related to recording the Memorandum of Lease and transferring the Premises, all costs related to any loans obtained by Tenant for this transaction, all costs of investigations, inspections, and a survey incurred or performed by or on behalf of Tenant, all costs for the title search and any updated title search, preparation of a title commitment, and all premiums for the title policy for the Premises, any escrow charges of the Title Company, and its own attorneys' fees. Real estate taxes and assessments on the Premises will be prorated at Closing in accordance with Tenant being responsible for all such real estate taxes and assessment for the Closing Date and thereafter. Any other costs or charges of Closing this

transaction not specifically mentioned in this Agreement shall be paid and adjusted in accordance with local custom in the area in which the Premises is located.

5. **Title.** Tenant shall be responsible for ordering and obtaining a title insurance commitment (the “**Commitment**”) for a leasehold policy of title insurance from Title Company, covering Tenant’s potential interest in the Premises and improvements thereon under the Ground Lease, and a survey of the Premises (if desired by Tenant). Tenant shall notify Landlord in writing no later than thirty (30) days after delivery of the Option Exercise Notice of any title exceptions or other matters identified in the Commitment which Tenant disapproves (the “**Title Objections**”). In all events, Landlord shall be obligated to discharge at or before Closing the lien and effect of any deed of trust, mortgage or monetary lien then encumbering or affecting the Premises by or through Landlord (“**Monetary Encumbrances**”), except as otherwise agreed by Landlord and Tenant. In the event there are Title Objections, then Landlord shall have until fifteen (15) days after the date of notice of Tenant’s Objections in which to elect whether or not it will cure the Objections. Except for releasing any Monetary Encumbrances Landlord shall have the right, but not the obligation, to cure any Objections. If Landlord elects not to cure the Objections, then on or before five (5) days after such election, Tenant may, in its sole discretion, either (i) elect to waive any Objections, or (ii) terminate this Agreement, in which case the Deposit shall be refunded by the Title Company to Tenant (less the Option Fee), in which event neither party shall thereafter have any further rights, obligations or liability hereunder except for those respective obligations of the parties which, by their terms, are intended to survive. If Tenant does not timely provide any Objections, Tenant shall be deemed to have elected to waive any right to object to matters of title. In the event that Landlord elects to cure any Objections (“**Objections to Be Cured**”), then Landlord shall proceed to diligently exercise commercially reasonable efforts to correct the Objections to Be Cured at its sole cost and expense prior to the Closing Date.
6. **Consideration.** The initial consideration for this Agreement shall be the non-refundable sum of \$10.00, along with other good and valuable consideration hereby recognized by the parties, to be paid in cash at the time of the full execution of this Agreement, and shall be deemed fully earned upon receipt.
7. **Terms of Ground Lease.** Within ninety (90) days of delivery by Tenant of the Option Exercise Notice to Landlord in accordance with Section 2.1 above, Landlord and Tenant shall negotiate in good faith to agree on a form of the Ground Lease containing substantially the business terms contained in the term sheet attached to this Agreement at Exhibit B and made a part hereof (“**Ground Lease Term Sheet**”), and in all cases including the following:
  - 7.1. **Rent.** The amount of the lease payment to be made at Closing (the “**Upfront Rent**”) shall be equal to \$7,320,000, which shall be apportioned between Phase I and Phase II pursuant to the agreement of the parties at Closing, and shall be further subject to application of the Deposit (after deduction of the Option Fee) and any application proration.
  - 7.2. **Tenant.** The Tenant under the Ground Lease will be Tenant or a single purpose entity comprised of an affiliate of Tenant and owned and controlled by Tenant. Landlord

shall have the right to approve the Tenant under the Ground Lease, which approval shall not be unreasonably withheld, conditioned or delayed.

- 7.3. **Term.** The Ground Lease shall have a term of ninety-nine (99) years and contain such other terms, provisions and conditions as are reasonably acceptable to both parties, but which shall include those certain business terms set forth in the Ground Lease Term Sheet.
- 7.4. **Phase I Commercial Space.** In the event Tenant closes hereunder and the parties enter into a Ground Lease, Tenant agrees that it will construct the Phase I Commercial Space into a warm lit shell. Including, finished ceilings, painted walls, flooring, operating HVAC, electrical and plumbing systems, code required lighting and sprinkler system and restroom. Upon completion of the Phase I Commercial Space, Landlord and Tenant shall enter into a sublease for the Phase I Commercial Space at a rental rate sufficient to service the debt that pays for its construction, which is currently estimated to be \$20 per square foot or \$60,000 per annum, for a sublease term that will be specifically delineated in the Lease Agreement. Such sublease shall (i) include a “market” annual inflationary rent adjustment, (ii) be triple net of any direct operating expenses, and (iii) include Tenant’s obligation to pay its prorated share of all property wide expenses (taxes, insurance, etc.) based on floor area.
- 7.5. **Affordability.** Landlord and Tenant shall commit to maintain the Premises as affordable for the entirety of the ninety-nine (99) year ground lease.
- 7.6. **Proffers.** Landlord will provide and pay for all development requirements and proffers not applicable to the Premises, except for those specifically agreed to by the Tenant. Notwithstanding the foregoing, in the event of Closing hereunder, Tenant agrees to construct Jefferson Park Street for the length along the southeast edge of the Premises.
- 7.7. **Subdivision/Entitlements.** Landlord shall be responsible, at its sole cost, for obtaining all zoning entitlements necessary to develop the Premises for the intended use of the Project, including without limitation, any necessary subdivision of the Premises (collectively, the “Development Approvals”).
8. **Recording.** This Agreement and the Ground Lease will not be recorded, but a Memorandum of the Ground Lease (which will be agreed upon by both parties), is expected to be recorded in the appropriate office of public records at Closing.
9. **Conditions Precedent to Closing.** The parties’ obligation to complete Closing hereunder will be conditioned upon the following (collectively, the “Conditions Precedent”):
- 9.1. **Tenant’s Condition’s Precedent.** Tenant’s obligation to complete Closing and enter into the Ground Lease shall be subject to satisfaction (or waiver, in Tenant’s sole discretion) of the following (“Tenant’s Conditions Precedent”):

- 9.1.1 Title to the Premises shall be good and marketable, —free of Monetary Encumbrances, and otherwise in the condition required by Section 5 herein, and the leasehold interest of Tenant under the Ground Lease shall be insurable by a nationally recognized ALTA title insurance company-;
  - 9.1.2 Landlord shall have materially complied with all covenants and provisions required by this Agreement to be complied with by Landlord before, on or as of the Closing Date;
  - 9.1.3 Landlord shall have obtained all of the Zoning Development Approvals, on or as of the Closing Date;
  - 9.1.4 The representations and warranties of Landlord in this Agreement shall be true and correct in all material respects on and as of the Closing Date; and
  - 9.1.5 Tenant and/or its assignee(s) shall have received an allocation of low-income housing tax credits and/or tax-exempt financing from Virginia Housing Development Authority for the Project in an amount acceptable to Tenant in its sole discretion (the “**Tax Credit Allocation**”)-;
  - 9.1.6 Tenant and/or its assignee shall have secured such senior tax-exempt and other subordinate financing for the Project in an amount acceptable to Tenant in its sole discretion (collectively, the “**Financing Commitments**” and together with the Tax Credit Allocation, the “**Financing Contingencies**”)-; and
  - 9.1.7 The parties have agreed upon the final form of Ground Lease in accordance with Section 7 herein.
- 9.2. **Landlord’s Condition’s Precedent.** Landlord’s obligation to complete Closing and enter into the Ground Lease shall be subject to satisfaction (or waiver, in Landlord’s sole discretion) of the following (“**Landlord’s Conditions Precedent**”):
- 9.2.1 Tenant shall have materially complied with all covenants and provisions required by this Agreement to be complied with by Tenant before, on or as of the Closing Date;
  - 9.2.2 Landlord shall have obtained all of the Zoning Development Approvals, on or as of the Closing Date;
  - 9.2.3 The representations and warranties of Tenant in this Agreement shall be true and correct in all material respects on and as of the Closing Date; and
  - 9.2.4 Tenant and/or its assignee(s) shall have received the Tax Credit Allocation;

9.2.5 Tenant and/or its assignee shall have secured the Financing Commitments; and

9.2.6 The parties have agreed upon the final form of Ground Lease in accordance with Section 7 herein.

#### **10. Feasibility; Tests and Surveys.**

10.1. During the Option Period, and, if Tenant exercises the Option, until the Closing Date, Tenant and its agents or affiliates, shall have the right to enter upon the Premises, for the purpose of making such inspections, investigations, surveys, market studies, feasibility studies, utility availability studies, environmental reports, zoning and land use studies, other engineering and environmental studies, title searches, and other tests, studies or analyses (including but not limited to soil boring, environmental or engineering tests) as it may deem necessary or desirable, at its sole cost and expense; provided, however that in no event shall (a) such inspections or tests unreasonably disrupt or disturb the on-going operation of the Premises or the rights of the tenants at the Premises, and (b) Tenant or its agents or representatives conduct any physical testing, drilling, boring, test wells, sampling or removal of, on or through the surface of the Premises (collectively, "Physical Testing"), without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In no event shall Landlord be obligated as a condition of this transaction to perform or pay for any environmental remediation of the Property recommended by any Physical Testing. Landlord shall have the right, in its discretion, to accompany Tenant and/or its agents during any inspection of the Property. Any such entry to the Premises must be at reasonable times and upon reasonable advance notice to Landlord and shall be at the Tenant's sole risk and expense. Tenant shall exercise good faith efforts to minimize disruption of Landlord's activities on the Premises. Tenant shall indemnify, defend, save and hold harmless Landlord from and against any claims, damages, losses, suits or other liabilities arising from investigations and any activities made pursuant to this Section. Prior to entry on the Premises by Tenant or by any agent or contractor of Tenant to conduct inspections or testing of the Premises, Landlord shall be provided reasonable evidence of Tenant's, and Tenant's agent's, liability insurance in effect, naming Landlord as an additional insured, with coverage limit of not less than \$1,000,000 (in the form of an "COI" certificate of Insurance). Tenant shall also comply with all requirements contained within a separate Right of Entry and Indemnification Agreement attached to this Agreement at Exhibit D ("Access Agreement"). Tenant shall adequately protect the Premises and agrees to promptly repair and restore any damage to the Premises resulting from Tenant's activities on the Premises, all at Tenant's sole cost and expense. Tenant's obligations in this Section shall survive Closing and any termination of this Agreement.

10.2. Within five (5) business days after the Effective Date of this Agreement, Landlord shall deliver to Tenant, for informational purposes and without any representations or warranties, express or implied, copies of any engineering plans, environmental studies, soil test, title reports, appraisals, and any other supporting information relating to the Premises, which are within Landlord's possession ("Landlord's Materials"). Landlord shall have no obligation to provide Tenant with copies of confidential or proprietary

documents as part of the Landlord's Materials. In the event this Agreement is terminated for any reason, at Landlord's request, Tenant shall return to Landlord all Landlord's Materials as well as copies of all non-confidential tests and studies ("Due Diligence Information"). Such Due Diligence Information shall be delivered to Landlord by Tenant without representation or warranty.

**11. Termination.** This Agreement may be terminated in accordance with the following provisions, and in each case neither party shall thereafter have any further rights, obligations or liability hereunder, except as otherwise provided herein:

11.1. This Agreement will automatically terminate if Tenant does not exercise the Lease Option during the Option Period.

11.2. Tenant may, at its election by providing written notice to Landlord, terminate this Agreement prior to the expiration of the Option Period as follows:

11.2.1. If Tenant determines that the Project is not feasible for any reason or if any investigations, inspections, studies or tests of the Property are unsatisfactory to Tenant on or as of the expiration of the Option Period,

11.2.2. If any condition set forth in Section 8 has not been satisfied, performed or waived by Tenant or Landlord, as applicable, on or as of the Closing Date.

11.3. In the event that this Agreement is terminated in accordance with the terms of this Section 11, the Deposit shall be returned to Tenant.

11.4. The provisions of this Section shall survive the Closing.

**12. Exclusive Option.** Until such time as this Agreement is terminated, Landlord shall not market, sell, offer for sale, negotiate with respect to, or otherwise deal in, the sale, lease or other transfer of the Premises or of any interest therein, except for leases as agreed to by Landlord and Tenant that will expire or are terminable upon or prior to Closing.

**13. Default and Remedies.**

13.1. **Tenant Default.** In the event Tenant shall fail to perform any obligation of Tenant under this Agreement, and/or any of the representations of Tenant contained herein are not true, accurate or complete in any material respect, then Landlord shall have, as its sole and exclusive remedy, the right to terminate this Agreement, retain the Option Fee in accordance with Section 2.2, and obtain from the Title Company the remaining portions of the Deposit as liquidated damages.

13.2. **Landlord Default.** In the event Landlord shall fail to perform any obligation of Landlord under this Agreement, and/or any of the representations of Landlord contained herein are not true, accurate or complete in any material respect, then Tenant, as its sole and exclusive remedy, may terminate this Agreement by notice to Landlord, in which event Tenant shall be entitled to a return of the Deposit and full refund of the Option Fee.

**13.3. Waiver of Specific Performance and Damages.** Notwithstanding anything to the contrary contained herein, and except as set forth expressly otherwise in Sections 13.1 or 13.2, Landlord and Tenant hereby waive the right to the remedy of specific performance and damages including without limitation, direct, indirect, consequential and punitive damages.

**13.4. Notice and Cure.** Tenant shall take no action with respect to a Landlord default, and Landlord shall take no action with respect to a Tenant default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default within fifteen (15) days after receipt of such notice in the case such default involves the defaulting party's failure to perform its Closing obligations on the Closing Date, or within thirty (30) days after receipt of such notice with respect to all other defaults.

**14. No individual Liability of Landlord Representatives.** No officer, agent or employee of the Landlord will be subject to any personal liability or accountability because of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. These officers, agents or employees will be deemed to execute documents and carry out activities in their official capacities only, and not in their individual capacities. This Section does not operate to relieve any officer, agent, or employee from the performance of any official duty provided by law.

**15. No individual Liability of Tenant Representatives.** No officer, agent or employee of the Tenant will be subject to any personal liability or accountability because of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. These officers, agents or employees will be deemed to execute documents and carry out activities in their official capacities only, and not in their individual capacities. This Section does not operate to relieve any officer, agent, or employee from the performance of any official duty provided by law.

**16. Representations and Warranties.**

**16.1. Landlord's Representations and Warranties.** Landlord represents and warrants to Tenant as of the date of this Agreement that the following are true and correct in all material respects:

**16.1.1. Authority.** Landlord has the full right and authority and has obtained any and all consents required to enter into this Agreement and, upon Closing, to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Landlord at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Landlord enforceable in accordance with their terms.

- 16.1.2. Conflicts and Pending Action.** There is no agreement to which Landlord is a party or to the best of Landlord's knowledge binding on Landlord which is in conflict with this Agreement.
- 16.1.3. Service Contracts and Equipment Leases.** There are no service contracts or equipment leases related to the Premises that will survive the Closing, except as otherwise agreed to by Landlord and Tenant.
- 16.1.4. Violations.** Landlord has not received written notice from any Governmental Authority of any violation by Landlord of any law, rule or regulation affecting the Premises or its use including any environmental law or regulation, health and public safety law, nor has Landlord received notice from any Governmental Authority that the Premises is in violation of any applicable land use law, building or zoning code or ordinance, except for any such matters which may have been previously cured by Landlord or which have been disclosed to and accepted by Tenant. Landlord makes no representation or warranty about the physical condition of the Premises or of any buildings or improvements on the Premises.
- 16.1.5. Tenant Leases.** There are no tenant leases or tenancies of the Premises that will survive the Closing, except as otherwise agreed to by Landlord and Tenant.
- 16.1.6. AS IS.** The Premises will be leased "AS-IS," "WHERE-IS." Except as specifically provided in this Agreement and in the Ground Lease, Landlord disavows any oral statements or representations made by its agents, employees or third parties unless said statement or representation is specifically incorporated herein or in the Ground Lease.
- 16.1.7. Survival.** Landlord's representations and warranties under this Section 16.1 shall survive until Closing, at which point this Agreement shall be deemed merged with the Ground Lease and the terms and conditions of the Ground Lease shall govern.
- 16.2. Tenant's Representations and Warranties.** As a material inducement to Landlord to execute this Agreement and consummate this transaction, Tenant represents and warrants to Landlord as of the date of this Agreement that the following are true and correct in all material respects:
- 16.2.1. Organization and Authority.** Tenant has been organized and validly exists as a limited liability company in good standing in the State of Delaware. Tenant has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Tenant at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Tenant, enforceable in accordance with their terms.
- 16.2.2. Conflicts and Pending Action.** There is no agreement to which Tenant is a party or to Tenant's knowledge binding on Tenant which is in conflict with this

**Agreement.** There is no action or proceeding pending or, to Tenant's knowledge, threatened against Tenant which challenges or impairs Tenant's ability to execute or perform its obligations under this Agreement.

**16.2.3. Bankruptcy.** There are no legal actions, suits, or other legal or administrative proceedings pending against Tenant before any federal, state, County or municipal department, commission, board, bureau, agency or other governmental instrumentality (including, without limitation, any voluntary or involuntary actions or suits pursuant to state or federal bankruptcy or other creditors' rights laws, statutes, rules or regulations) which might adversely affect Landlord's ability to consummate the transaction contemplated by this Agreement, and Tenant has no present intention of entering into any such action. There is no action in bankruptcy, which is defined as any decree or order by a court having jurisdiction under federal bankruptcy laws, voluntary or involuntary, and is continuing for a period of 90 consecutive days and not vacated or discharged, which shall cause this Agreement to be in doubt as to its effectiveness.

**16.2.4. Survival.** Tenant's representations and warranties under this Section 16.2 shall survive until Closing, at which point this Agreement shall be deemed merged with the Ground Lease and the terms and conditions of the Ground Lease shall govern.

**17. Notices.** Any and all notices, elections, demands or communications permitted or required to be made under this Agreement will be in writing, and shall be deemed to be given when (a) hand delivered, or (b) one (1) business day after pickup by United Parcel Service (Overnight) or FedEx, or another similar overnight express service, or (c) received by electronic mail, in any case addressed to the parties at their respective addresses set forth below:

If to Landlord:

Claude Moore Charitable Foundation  
11350 Random Hills Road, Suite 730  
Fairfax, VA 22030  
Attn: John H. Cook, IV  
Phone: 703-563-5368  
Email: [jcook@claudemoore.org](mailto:jcook@claudemoore.org)

With a copy to:

Marc A. Brown, Esq.  
General Counsel  
11350 Random Hills Rd, Suite 730  
Fairfax, VA 22030  
Phone: 703-563-5362  
Email: [mbrown@claudemoore.org](mailto:mbrown@claudemoore.org)

If to Tenant:

SCG Development Partners, LLC  
8245 Boone Blvd, suite 640  
Tysons, VA 22182  
Attention: Stephen Wilson  
Phone: 7039426610  
Email: SPW@scgdevelopment.com

With a copy to:

Allison T. Domson  
Williams Mullen  
200 S. 10<sup>th</sup> Street, Suite 1600  
Richmond, VA 23219  
Phone: 804-420-69185  
Email: adomson@williamsmullen.com

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section 16 to the other party. Telephone numbers are for informational purposes only. Notices shall be deemed effective if given by counsel, acting in the capacity as counsel, to any party hereto, acting on behalf of such party. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

18. **Choice of Law.** This Agreement will be governed by, enforced, and construed in accordance with the laws of the Commonwealth of Virginia.
19. **Assignment.** Tenant shall have the right, without Landlord's consent or approval but upon no less than ten (10) business days prior written notice to Landlord (with supporting documentation), to assign or transfer this Agreement to an entity owned by, owning, or under common ownership or control with, the Tenant. Any such assignment shall not relieve Tenant of the obligations contained in this Agreement. Tenant shall notify Landlord of any such assignment no less than ten (10) business days prior to the Closing Date. Except as expressly provided in this Agreement, neither party will assign its rights or obligations under this Agreement without the other party's prior written consent. This Agreement shall be binding on the successors and assigns of the Parties.
20. **Commissions.** Tenant and Landlord represent that no broker or agent is entitled to a commission in connection with this Agreement or the Ground Lease, except that Landlord has a relationship with Farms and Acreage, Inc., by separate agreement, which will be Landlord's sole responsibility. Tenant and Landlord each agree to hold the other harmless against any other claim made for brokerage commissions or finders' fees resulting from the indemnifying party's

actions in this transaction, which agreement shall survive Closing and termination of this Agreement.

21. **Amendment.** This Agreement may be amended only by written agreement of the parties.
22. **Counterparts.** This Agreement may be executed in multiple original counterparts, each of which will constitute an original document binding upon the party or Parties signing the same. It will not be necessary that all Parties sign all counterparts and this Agreement will be binding if each party will have executed at least one counterpart. PDF, TIF, facsimile, or other electronic signatures will be deemed originals for all purposes.
23. **Severability.** If any provision of this Agreement or its application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the full extent permitted by law.
24. **Business Days.** If any date herein set forth for the performance of any obligations by Landlord or Tenant for the delivery of any instrument or notice as herein provided should fall on a Saturday, Sunday or Legal Holiday (hereinafter defined), the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or Legal Holiday. As used herein, the term "Legal Holiday" shall mean any local or federal holiday on which post offices are closed in Loudoun County, Virginia.
25. **Waiver of Jury Trial.** **TO THE FULL EXTENT PERMITTED BY LAW, TENANT AND LANDLORD AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING CONCERNING, DIRECTLY OR INDIRECTLY, THIS CONTRACT OR ACTS, OMISSIONS, OBLIGATIONS, DUTIES, RIGHTS, BENEFITS OR LIABILITY OF A PARTY HEREUNDER. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AFTER HAVING THE OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER SHALL ALSO APPLY TO ANY FUTURE AMENDMENT, SUPPLEMENT OR MODIFICATION OF THIS CONTRACT. THIS PROVISION SHALL SURVIVE CLOSING.**
26. **Litigation.** In the event that any party is required to resort to litigation to enforce its rights under this Contract, Landlord and Tenant agree that any judgment awarded to the prevailing party shall include all reasonable litigation expenses of the prevailing party, including (without limitation) reasonable attorneys' fees and court costs.

[Signature Page Follows]

In witness whereof, Landlord and Tenant have executed this Agreement on the date first written above.

**LANDLORD:**

Claude Moore Charitable Foundation

By: 

Name: John H. Cook, IV

Title: Executive Director

**TENANT:**

SCG Development Partners, LLC,  
a Delaware limited liability company

By: SCG Development Manager, LLC,  
a Delaware limited liability company,  
its Managing Member

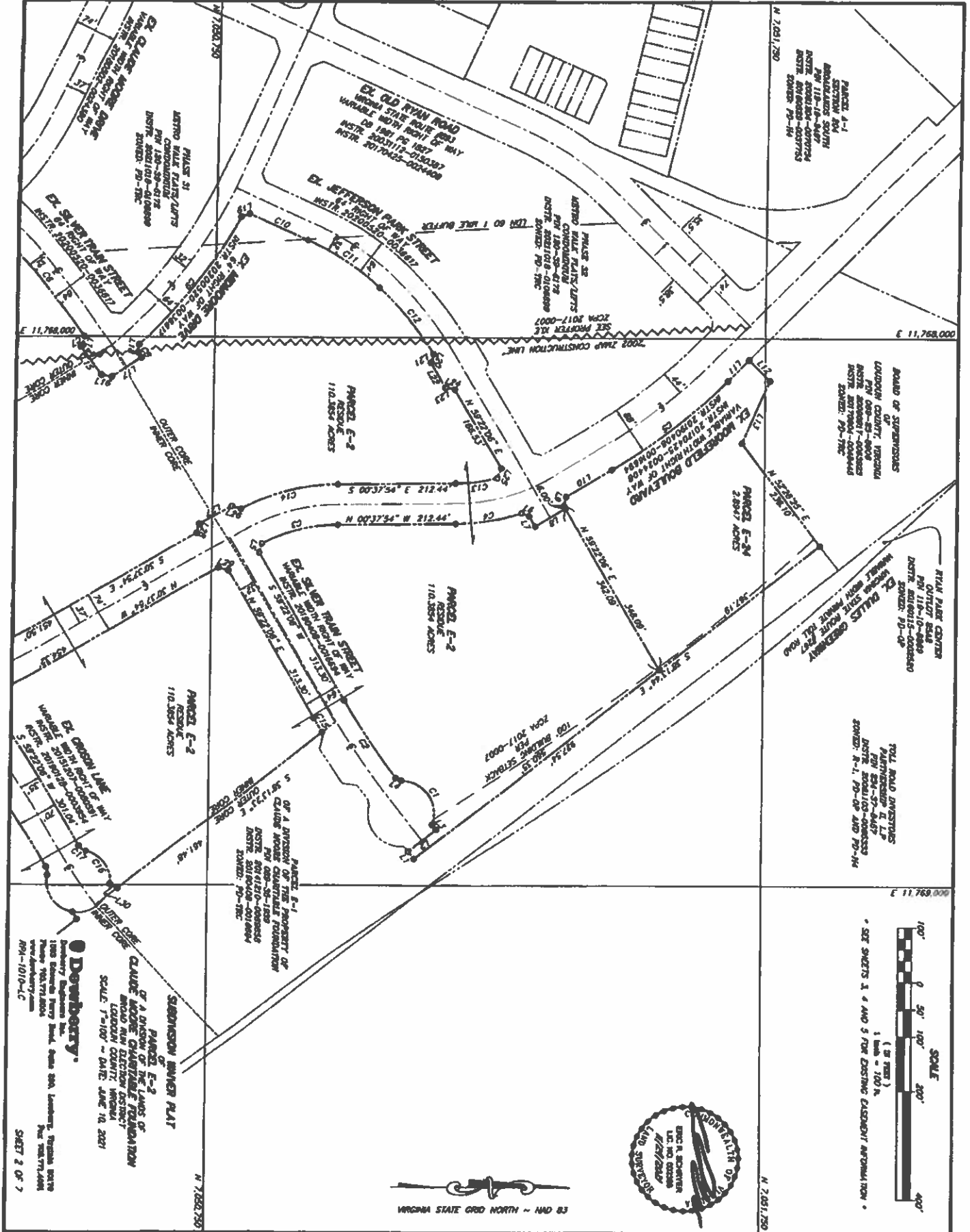
By: SCG Capital Corp.,  
a Delaware corporation,  
its Sole Member

By: 

Stephen P. Wilson,  
President - Virginia Office

**EXHIBIT A**  
**Property Description**





PARCEL A-1  
SECTION AND  
ABUNDANCE SOUTH  
INSTR. 20021118-0156387  
INSTR. 20021118-0156388  
ZONED: PD-M

ROAD OF SUPERSTARS  
LONDON COUNTY, VIRGINIA  
INSTR. 20021118-0156389  
INSTR. 20021118-0156390  
INSTR. 20021118-0156391  
ZONED: PD-M

RYAN PARK CENTER  
111.768 ACRES  
INSTR. 20021118-0156392  
ZONED: PD-CP

TOLL ROAD INVESTORS  
PARTNERSHIP II, LP  
INSTR. 20021118-0156393  
INSTR. 20021118-0156394  
ZONED: R-1, PD-CP AND PD-M

CL. DALLS CORNER  
INSTR. 20021118-0156395  
INSTR. 20021118-0156396  
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VIRGINIA STATE GRID NORTH - NAD 83

**Dorberry.**  
Boundary Surveys Inc.  
1000 Edwards Ferry Road, Suite 200, Leesburg, Virginia 20196  
Phone: 703.771.8500  
www.dorberry.com  
MS-1010-LC

PARCEL E-2  
OF A ONE-THIRD SECTION OF THE LANDS OF  
CLAUDE MOORE QUARTERLY DONATION  
LONDON COUNTY, VIRGINIA  
SCALE 1"=100' - DATE: JUNE 10, 2021

SUBDIVISION RIVER PLAT

PARCEL E-2  
OF A ONE-THIRD SECTION OF THE LANDS OF  
CLAUDE MOORE QUARTERLY DONATION  
LONDON COUNTY, VIRGINIA  
SCALE 1"=100' - DATE: JUNE 10, 2021

SHEET 2 OF 7

**CHANE TABLE**

CHANE	AREA	ANALYSIS	LENGTH	TAKEOFF	BEARING	CHANE
C1	105° 38' 48"	60.00	114.71	64.56	S 54° 06' 11" W	98.02
C2	08° 40' 10"	1468.00	170.69	64.56	S 56° 02' 11" W	170.78
C3	86° 38' 48"	313.00	145.58	74.12	N 17° 57' 15" W	144.58
C4	17° 49' 18"	302.00	120.38	60.60	N 09° 32' 32" W	118.69
C5	14° 09' 34"	1054.00	684.00	132.75	N 37° 58' 41" W	683.37
C6	08° 37' 23"	6568.00	283.97	182.90	N 51° 58' 41" W	283.47
C7	00° 16' 17"	256.00	4.70	5.39	S 37° 04' 57" E	4.70
C8	20° 14' 53"	632.00	11.04	5.39	S 54° 45' 37" E	11.04
C9	01° 48' 58"	4522.27	118.70	59.18	N 23° 43' 52" E	736.50
C10	15° 47' 58"	462.37	158.17	80.38	N 52° 48' 05" E	158.58
C11	13° 49' 41"	343.00	74.12	74.12	N 50° 32' 46" E	74.12
C12	27° 05' 37"	383.00	163.04	74.12	S 07° 30' 45" E	73.00
C13	01° 08' 37"	1533.00	203.58	74.12	N 59° 47' 47" E	203.58
C14	81° 38' 55"	51.00	48.50	1.50	S 54° 11' 58" W	47.73
C15	45° 08' 33"	61.00	18.91	1.50	S 26° 17' 49" W	18.48

**LINE TABLE**

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 51° 46' 08" W	12.50	L11	N 43° 07' 09" E	54.41	L21	S 50° 31' 54" E	1.18
L2	N 28° 13' 42" W	64.00	L12	N 44° 35' 58" E	33.84	L22	N 50° 02' 05" E	53.00
L3	S 51° 46' 12" W	112.50	L13	S 64° 02' 58" E	124.60	L23	N 50° 37' 54" W	1.21
L4	S 65° 42' 55" W	11.50	L14	S 81° 10' 57" E	13.50	L24	N 14° 02' 04" E	13.56
L5	N 27° 02' 28" W	16.30	L15	N 55° 49' 54" E	13.50	L25	N 47° 02' 43" E	19.89
L6	N 80° 02' 27" E	15.00	L16	N 05° 32' 30" E	64.00	L26	S 16° 34' 48" W	16.88
L7	N 57° 02' 08" E	61.90	L17	N 33° 06' 39" E	64.00	L27	S 30° 37' 54" E	64.00
L8	N 30° 37' 54" W	64.00	L18	N 63° 09' 41" W	14.90	L28	S 75° 37' 54" E	16.97
L9	N 25° 37' 54" W	16.97	L19	N 19° 02' 18" W	13.84	L29	N 14° 28' 08" E	16.97
L10	N 30° 37' 54" W	51.18	L20	S 78° 04' 35" E	13.75	L30	S 67° 02' 08" W	13.39

**ZONING REQUIREMENTS**

NO-ONE PLANNED DEVELOPMENT - TRACT RELATED CENTER  
 1-4-1103 OF THE REZONED 1980 LONDON COUNTY ZONING ORDINANCE

**LOT REQUIREMENTS:** NO MINIMUM, EXCEPT 2,400 SQUARE FEET FOR SINGLE FAMILY DETACHED AND 1,800 SQUARE FEET FOR SINGLE  
**SIZE:** TRACT ATTACHED DWELLINGS

**MIN:** NO MINIMUM

**DEPTH:** NO MINIMUM

**FRONT:** NO MINIMUM

**OTHER:** NO MINIMUM

**ADJACENT:** NO MINIMUM

**REAR:** NO MINIMUM

**HEIGHT:** NO MINIMUM

**SETBACKS:** NO MINIMUM

**REQUIREMENTS:** NO MINIMUM

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**PERMITS Y APPROVED APPLICATIONS**

PROJECT	APPROVAL	DATE
BLD 2004-0018	(APPROVED FEBRUARY 7, 2005)	
BLD 2005-0010	(APPROVED JULY 10, 2006)	
BLD 2014-0014	(APPROVED DECEMBER 8, 2014)	
BLD 2015-0008	(APPROVED APRIL 7, 2015)	
BLD 2016-0009	(APPROVED APRIL 17, 2016)	
BLD 2016-0022	(APPROVED MARCH 14, 2017)	
BLD 2016-0050	(APPROVED MARCH 6, 2017)	
BLD 2017-0015	(APPROVED JULY 25, 2017)	
BLD 2017-0048	(APPROVED JANUARY 4, 2018)	
BLD 2018-0020	(APPROVED SEPTEMBER 31, 2018)	
BLD 2019-0006	(APPROVED NOVEMBER 4, 2019)	
SBM 2014-0014	(APPROVED DECEMBER 10, 2014)	
SBM 1999-0004	(APPROVED JANUARY 14, 2000)	
SBM 2003-0006	(APPROVED AUGUST 22, 2003)	
SBM 2011-0001	(APPROVED JULY 12, 2011)	
DEC 2015-0028	(APPROVED OCTOBER 4, 2015)	
DEC 2016-0070	(APPROVED APRIL 24, 2017)	
DEC 2017-0008	(APPROVED SEPTEMBER 31, 2017)	
DEC 2017-0018	(APPROVED APRIL 18, 2018)	
DEC 2018-0001	(APPROVED MAY 15, 2020)	
DEC 2018-0015	(APPROVED DECEMBER 6, 2019)	
2M40 2001-0003	(APPROVED MARCH 3, 2003)	
2M40 2002-0004	(APPROVED MARCH 16, 2002)	
2M40 2001-0005	(APPROVED MARCH 3, 2003)	
2M40 2001-0002	(APPROVED JULY 16, 2014)	
2M40 2017-0007	(APPROVED JULY 12, 2017)	
2M40 2017-0013	(APPROVED JULY 12, 2017)	
2M40 2017-0014	(APPROVED JULY 12, 2017)	
2M40 2014-0016	(APPROVED MAY 12, 2015)	
2M40 2014-0041	(APPROVED MAY 12, 2015)	
2M40 2018-0018	(APPROVED SEPTEMBER 18, 2019)	
2M40 2019-0001	(APPROVED OCTOBER 17, 2019)	
2M40 2015-0008	(APPROVED SEPTEMBER 14, 2019)	
2M40 2015-0017	(APPROVED JANUARY 22, 2016)	
2M40 2015-0054	(APPROVED OCTOBER 6, 2016)	
2M40 2016-0002	(APPROVED OCTOBER 11, 2016)	
2M40 2016-0010	(APPROVED MARCH 28, 2017)	
2M40 2016-0013	(APPROVED APRIL 12, 2017)	
2M40 2016-0025	(APPROVED SEPTEMBER 14, 2017)	
2M40 2016-0001	(APPROVED APRIL 11, 2019)	

**ZONING REQUIREMENTS NOTE**  
 THE ZONING REQUIREMENTS DESCRIBED IN THIS ZONING ORDINANCE ARE FOR INFORMATIONAL PURPOSES ONLY.  
 AS THEY ARE SUBJECT TO CHANGE, AND THE VERSIONS NOT CARRIED TO THE  
 FURNISHING FOR ACTUAL CONSTRUCTION. ZONING REQUIREMENTS REFER TO THE  
 CORRESPONDING ORDINANCES (NUMBERED AS APPLICABLE BY HISTORICAL PLANS, PLATS, AND OTHER DOCUMENTS)



**Donberry**  
 OF A DIVISION OF THE LANDS OF  
 CLAUDE BRODEUR CHARITABLE FOUNDATION  
 LONDON ONTARIO DISTRICT  
 SCALE: N/A ~ DATE: JUNE 10, 2021

1400 Lawrence Ferry Road, Suite 103, London, Ontario  
 N6G 1Y7  
 519-837-7777  
 519-837-7777  
 519-837-7777



**EXHIBIT B**  
**Ground Lease Material Terms**

**EXHIBIT C**  
**Escrow Instructions**

**EXHIBIT D**  
**Access Agreement**

#6448999v1 041079/000031 Option to Lease - OFP7/8/25 - 7/9/25

## RIGHT OF ENTRY AND INDEMNIFICATION AGREEMENT

This Right of Entry and Indemnification Agreement (“**Agreement**”) is entered into this 22<sup>nd</sup> day of July 2024 (the “**Effective Date**”), by and between The Claude Moore Charitable Foundation (“**CMCF**”, “**OWNER**” and “**LANDLORD**”), and SCG Development Partners, LLC (“**TENANT**”) (CMCF and Tenant shall be collectively referred to herein as the “**Parties**” and each individually referred to as a “**Party**”).

### RECITALS

A. CMCF is the fee simple owner of a certain parcel of land totaling approximately 2.9 acres and referred to as E-24, in the planned development commonly known as Moorefield Station in Loudoun County, Virginia (the “**County**”), specifically Loudoun County PIN # 120403361.

B. Landlord is the sole owner of Parcel E-24 (See Attached Map, listed as **Exhibit A**), and intends to lease the property to Tenant to construct and operate an Apartment Building (project to be referred to as “**Apartment Building**”) on said property. This Right of Entry and Indemnification Agreement is designed to allow Tenant to access the Property to order to inspect and perform non-invasive testing, and any invasive testing previously approved by CMCF, on the property in anticipation of constructing the Apartments and Road Improvements in accordance with the Governmental Approvals and all Applicable Laws (as hereinafter defined). All inspection and non-invasive testing, and any invasive testing previously approved by CMCF, together with the actual construction of the Improvements listed above, is collectively hereafter referred to as the “**Activities**” (List attached as **Exhibit B**).

C. This Agreement shall permit Tenant to access Parcels E-24 while performing inspection and testing activities on Parcel E-24.. Owner agrees to share the results of all invasive and non-invasive testing performed on E-24. Tenant agrees to share the results of all such testing with CMCF within 30 days following all test results being received.

D. Tenant agrees to indemnify, defend and hold CMCF harmless from claims (including, without limitation, court costs and reasonable attorneys' fees) for any personal injury, property damage or violation of any applicable federal, state and local laws, statutes, ordinances, rules, regulations or other governmental enactments (collectively, the "**Applicable Laws**") which are a direct result of the Activities (defined in **Exhibit B**) of Tenant or its agents, employees, independent contractors or designees (collectively, the "**Tenant's Agents**") in connection with Tenant's and Tenant's Agents' Activities on the CMCF Property.

E. The Parties wish to enter into this Agreement whereby CMCF will allow Tenant and Tenant's Agents to enter the CMCF Property, on a temporary basis, for the purpose of inspection and testing Parcel E-24.

F. NOW, THEREFORE, in consideration of the mutual covenants of CMCF and Tenant and for other good and valuable consideration the receipt and sufficiency of which CMCF and Owner hereby acknowledge, CMCF and Tenant do hereby agree as follows:

#### AGREEMENT

1. Recitals. The Recitals are incorporated herein as substantive provisions of this Agreement.
2. Right of Entry. CMCF hereby grants to Tenant and to Tenant's Agents, for the sole purpose of performing the Activities, a temporary non-exclusive right of entry and license over, upon and through, the CMCF Property (as depicted on Exhibit A). Tenant and Tenant's Agents shall only exercise the right of entry granted herein between the hours of 7:00 a.m. and 7:00 p.m. Eastern Time Monday through Friday. Tenant shall not perform the Activities outside of the CMCF Property, without first obtaining the further written permission of CMCF, which consent shall not be unreasonably withheld, conditioned or delayed. CMCF and Tenant acknowledge and agree that Tenant's and Tenant's Agents' right to enter upon the CMCF Property and perform the Activities shall be non-exclusive, subject to Section 11 of this Agreement. Tenant shall abide by those restrictions established by CMCF from time to time that facilitate and coordinate use of the CMCF Property by others involved in maintenance, construction and/or studies on or around the CMCF Property so long as such restrictions and third-party use are not incompatible with, and that will not

prevent, hinder, interfere with or unreasonably impede, Tenant's use of the CMCF Property pursuant to this Agreement. As a condition to any of Tenant's Agents entering onto the CMCF Property pursuant to this Agreement, Tenant shall require its contractors to deliver to CMCF a certificate of insurance evidencing the maintenance of insurance consistent with Exhibit C attached hereto, pursuant to Section 5 below.

3. Term. The right of entry provided by this Agreement shall automatically terminate at 5:00 P.M. Eastern Time on the earliest of the following to occur: 1) the termination of the Option Agreement signed by both Parties; or 2) December 31, 2027. The term may be extended by CMCF by written notice to Tenant in the sole and absolute discretion of CMCF.

4. Liens. Tenant shall pay all costs and expenses associated with the Activities. Tenant shall not permit to be placed against the CMCF Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors', subcontractors' or other liens with regard to Tenant's and Tenant's Agents' actions upon the Property. In the event that any such liens are filed against the CMCF Property, Tenant shall cause such liens to be released within twenty (20) days after the filing thereof, at Tenant's sole cost and expense. Tenant agrees to indemnify, defend and hold CMCF harmless from and against any loss or expense actually incurred, including reasonable attorneys' fees and court costs, arising from any such liens that might be filed against the CMCF Property. This Paragraph 4 shall survive termination or expiration of this Agreement.

5. Insurance. Tenant shall have and additionally require its Contractor to obtain insurance covering the performance of the Activities on the CMCF Property of the types and in the amounts described in Exhibit C attached hereto and incorporated herein by reference. All such insurance shall be satisfactory to CMCF, issued by a company licensed in the Commonwealth of Virginia, and covering (by blanket additional insured endorsement) CMCF, its directors, officers, employees and trustees (currently, Peter A. Arntson, Randolph A. Sutliff, Guy M. Gravett, Charles Yudd, Karen G. Schaufeld, Lara Major and J. Hamilton Lambert), each individually and each of their successors as additional insureds.

6. Boy Scout Area. CMCF hereby provides notice to Tenant of the occasional presence, on portions of Parcels E-4, E-5 and E-6 (“Boy Scout Area”) by CMCF’s tenant, the Boy Scouts of America. Tenant shall not access the Boy Scout Area for any purpose without the prior written consent of CMCF.

7. Notice to CMCF. Should any issues arise under this agreement, the preferred method of communication by Tenant and Tenant’s Agents is listed below:

Marc A. Brown  
General Counsel  
11350 Random Hills Rd. Suite 730  
Fairfax, VA 22030  
E-mail [mbrown@claudemoore.org](mailto:mbrown@claudemoore.org) (preferred method of communication)

In addition, any notices required or permitted to be given under this Agreement shall be given in the manner, and to the addresses, set forth in the notice provisions in Section 20 of this Agreement.

8. Indemnification. Except to the extent such damages are caused by the gross negligence or willful misconduct of CMCF, Tenant agrees to indemnify, defend and hold CMCF harmless from and against any loss or expense actually incurred, including reasonable attorneys’ fees and court costs, related to damage caused to the property by the actions of Tenant or Tenant’s Agents. The Parties acknowledge and agree that Section 8 of this document, regarding indemnification, remains in full force and effect and shall apply to all Activities and other work and actions performed by Tenant or by Tenant’s Agents under this Agreement. This Paragraph 8 shall survive termination or expiration of this Agreement as to any pending or subsequent claim for indemnity under this Paragraph that is based on an occurrence prior to the date of such termination.

9. Compliance with Applicable Laws and Permits. Tenant shall, in all Activities undertaken pursuant to this Agreement, comply with and cause Tenant's Agents to comply with all Applicable Laws.

10. Inspection. CMCF and its representatives, employees, agents or independent contractors may enter upon and inspect the CMCF Property or any portion thereof at any time to verify Tenant’s compliance with the terms and conditions of this Agreement.

11. Running with the Land. This Agreement shall be deemed appurtenant to the CMCF Property, and shall run with the land, binding upon and inuring to the benefit of the parties, as applicable, and each of their respective successors and assigns. This Agreement is not exclusive and CMCF specifically reserves the right to grant other rights of entry within the CMCF Property and its vicinity, provided however, such use shall not be incompatible with, and will not prevent, hinder, interfere with or unreasonably impede Tenant's use of the CMCF Property.

12. Attorneys' Fees. In the event of a dispute between the Parties with respect to the terms or conditions of this Agreement, the prevailing Party shall be entitled to collect from the other Party its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute, together with court costs. This Paragraph 12 shall survive termination or expiration of this Agreement.

13. Revocable License and Termination. Notwithstanding any sums expended by Tenant in furtherance of this Agreement, the right of entry granted herein is revocable as set forth herein. Except as may be otherwise provided in this Agreement, CMCF may terminate the right of entry by delivery of written notice to Tenant no fewer than thirty (30) days prior to the date of such termination. CMCF may only terminate this right of entry for good cause. CMCF may terminate this Right of Entry Agreement upon Tenant's default or failure to perform under any portion of this Agreement, provided CMCF gives Tenant written notice and a 5-day cure period. Any lapse in insurance coverage on behalf of Tenant, or its subcontractors, will automatically terminate this Right of Entry, without notice to Tenant.

14. Restoration of the CMCF Property. Upon termination or expiration of this Agreement, Tenant shall, at its own cost and expense, restore the CMCF Property to substantially the same condition in which it was prior to Tenant's and Tenant's Agents' entry. In case Tenant shall fail to restore the CMCF Property to substantially its prior condition within twenty (20) business days after the effective date of termination or expiration of this Agreement, CMCF may, at its option and in its sole discretion and in addition to any other rights or remedies which may be available to CMCF at law or in equity, proceed with such restoration work at the expense of Tenant. In such event, Tenant shall reimburse to CMCF, on

demand, all costs and expenses incurred by CMCF in performing such restoration work. If Tenant fails to reimburse to CMCF all costs and expenses incurred by CMCF in performing such restoration work within ten (10) business days after receipt by Tenant from CMCF of a written demand for reimbursement accompanied by reasonable supporting written evidence of such costs and expenses, then interest shall thereafter accrue on the unreimbursed costs and expenses at the rate of twelve percent (12%) per annum, prorated on a per diem basis, for the time period commencing on the first (1<sup>st</sup>) day after the expiration of such ten (10) business day period and ending on the date that CMCF receives reimbursement of the full amount of all such costs and expenses, together with accrued interest thereon. Notwithstanding anything contained herein to the contrary, CMCF may assert all claims and causes of action which may be available to CMCF against Tenant at law or in equity in order to obtain reimbursement of all costs and expenses incurred by CMCF pursuant to this Paragraph 14, together with all accrued interest thereon. This Paragraph 14 shall survive termination or expiration of this Agreement.

15. Continuing Liability. No termination or expiration of this Agreement shall release Tenant from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to termination or expiration of this Agreement and restoration of the CMCF Property to its prior condition. This Paragraph 15 shall survive termination or expiration of this Agreement.

16. Entire Agreement and Governing Laws. This Agreement contains the entire understanding of the Parties with respect hereto, and there are no further or other agreements or understandings in effect between the Parties relating to the subject matter hereof. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia without regard to its conflict of law's provisions and may only be amended, modified or terminated by an instrument executed by both parties hereto, or their respective successors or assigns.

17. Counterparts and Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

18. Assignment; Parties Bound. Tenant shall not be entitled to transfer or assign any of its rights or obligations under this Agreement to any other party without obtaining the prior written consent of CMCF, which consent may not be unreasonably withheld, conditioned or delayed. Any attempted assignment or transfer by Tenant of any of its rights or obligations under this Agreement without obtaining the prior written consent of CMCF shall be null and void and of no force or effect and shall constitute a default by Tenant under this Agreement except that Tenant shall be entitled to transfer or assign its rights and obligations to any mortgagee holding a mortgage on all or any portion of Tenant's property. Notwithstanding anything to the contrary in this Agreement, CMCF shall cause any and all successor Owners of the CMCF Property or any portion thereof to assume all obligations of CMCF hereunder pursuant to a written assignment and assumption agreement provided to Tenant no later than the date of such assignment. Subject to the other provisions of this Section 18, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns. No person or entity shall be deemed a beneficiary of the terms of this Agreement, unless specifically provided for herein.

19. Limitation on Damages. In no event shall either party be liable to the other party for consequential, punitive, special, exemplary or similar damages.

20. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, in whole or in part, by a Court of competent jurisdiction, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

21. Jury Trial Waiver. The parties each knowingly, voluntarily and intentionally waive any right which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this

Agreement including, by way of example but not limitation, any course of conduct, course of dealings, verbal or written statements or acts or omissions of either party which in any way relate to this Agreement.

22. Notices. Any notice, request, demand, instruction or other document to be provided under this Agreement to a party hereto shall be in writing and shall be given to such party at its postal address or email address set forth below, or such other postal address or email address as such party may hereafter specify for that purpose by notice to the other party. Each communication shall be deemed given and received: (i) if hand delivered against receipted copy, when the copy thereof is receipted, (ii) if given by a recognized overnight delivery service, the day of deposit with such recognized overnight delivery service, or (iii) if given by email, the day such email is received by the recipient, at the addresses specified below:

If to CMCF:

Marc A. Brown  
General Counsel  
11350 Random Hills Rd. Suite 730  
Fairfax, VA 22030  
E-mail [mbrown@claudemoore.org](mailto:mbrown@claudemoore.org)

If to Tenant:

SCG Development Partners, LLC  
8245 Boone Blvd, suite 640  
Tysons, VA 22182  
Attention: Stephen Wilson  
Phone:  
Email: [SPW@scgdevelopment.com](mailto:SPW@scgdevelopment.com)

With a copy to:

Allison T. Domson  
Williams Mullen  
200 S. 10<sup>th</sup> Street, Suite 1600  
Richmond, VA 23219  
Phone: 804-420-69185  
Email: [adomson@williamsmullen.com](mailto:adomson@williamsmullen.com)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

CMCF

**THE CLAUDE MOORE CHARITABLE FOUNDATION,**  
a Virginia charitable trust

Date: 7-23-25

By:   
John H. Cook, IV  
Executive Director

COMMONWEALTH OF VIRGINIA  
COUNTY OF Fairfax: to wit

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of July, 2025, by John H. Cook, IV as Executive Director of The Claude Moore Charitable Foundation.

  
Notary Public

My commission expires: 9/30/2028

SERGIO CHAVEZ ORELLANA  
NOTARY PUBLIC  
REGISTRATION # 00293508  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
SEPTEMBER 30, 2028

**TENANT**

**SCG DEVELOPMENT PARTNERS, LLC,**  
a Delaware limited liability company,

Date: 7/21/2025

By: SCG Development Partners, LLC, a Delaware limited liability company, its Manager

By: [Signature]  
Name: Stephen P. Wilson  
Title: President

STATE OF Virginia  
COUNTY OF Fairfax

The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of July, 2025 by Stephen P. Wilson  
as President of SCG Development

[Signature]  
Notary Public

My commission expires: 7/31/2027



**EXHIBIT A**

**SKETCH [AND LEGAL DESCRIPTION] OF PARCEL E-24**





**CURVE TABLE**

CURVE	SET BA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C1	109.58.25	64.00	114.71	84.56	S 34.46.11° W	96.03
C2	02.40.10	1464.00	112.88	83.56	S 56.08.01° W	124.79
C3	89.38.42	313.00	163.55	74.12	N 17.57.15° W	144.23
C4	1.27.18	291.00	120.26	63.69	N 09.58.23° W	113.89
C5	14.47.34	1044.00	84.08	130.72	N 37.56.41° W	633.37
C6	06.27.23	6364.00	735.57	127.36	N 51.85.21° E	735.47
C7	00.21.03	268.00	4.70	4.70	S 37.04.59° E	4.70
C8	00.16.17	2328.00	11.04	3.36	S 56.45.23° W	11.04
C9	20.14.67	628.00	233.90	148.50	N 53.07.14° W	236.29
C10	01.29.58	4371.72	118.34	59.18	N 23.40.50° E	118.34
C11	17.49.23	464.37	153.17	93.38	N 26.48.06° E	156.34
C12	15.41.54	568.81	156.53	78.80	N 30.33.46° E	156.43
C13	13.43.41	313.00	73.18	37.72	S 07.30.47° E	73.18
C14	27.50.27	201.00	185.26	94.49	S 14.21.11° E	183.59
C15	01.08.37	1508.00	32.38	13.49	N 59.47.61° E	32.38
C16	01.50.53	52.00	81.53	44.50	S 54.11.58° W	74.73
C17	49.08.50	21.00	16.91	8.94	S 38.17.48° W	16.46

**LINE TABLE**

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S 51.46.08° W	71.58	L11	N 43.07.69° W	54.67	L21	S 30.37.94° E	1.18
L2	N 39.13.47° W	64.00	L12	N 42.59.38° E	53.88	L22	N 59.68.08° E	33.07
L3	S 31.46.13° W	18.89	L13	S 64.07.58° E	184.80	L23	N 30.37.54° W	1.21
L4	S 85.43.25° W	11.56	L14	S 81.16.57° E	13.85	L24	N 14.28.08° E	13.54
L5	N 72.07.27° W	16.97	L15	N 57.02.34° E	64.00	L25	S 67.30.49° E	18.80
L6	N 20.27.27° E	15.07	L16	N 07.59.34° E	12.58	L26	S 16.37.44° W	16.89
L7	N 59.28.06° E	21.58	L17	N 33.06.28° W	64.00	L27	S 30.37.54° E	64.00
L8	N 30.37.54° W	64.00	L18	N 27.08.41° W	14.59	L28	S 75.37.54° E	16.97
L9	N 75.37.54° W	16.97	L19	N 19.07.18° W	13.84	L29	N 14.28.08° E	16.97
L10	N 30.37.54° W	92.18	L20	S 79.04.29° E	15.78	L30	S 67.30.49° E	15.58

**ZONING REQUIREMENTS**

NO THE PLANNED DEVELOPMENT - THINNET REAR CENTER  
 1-1100 OF THE REVED 1980 LOUISIANA COUNTY ZONING ORDINANCE

**LOT REQUIREMENTS:** NO MINIMUM LOT SIZE  
**MIN:** NO MINIMUM  
**DEPTH:** NO MINIMUM  
**WIDTH:** NO MINIMUM

**OTHER ZONING REQUIREMENTS:** NO MINIMUM  
**ADJACENT TO ROADS:** NO MINIMUM  
**ADJACENT TO RAILROADS:** NO MINIMUM  
**ADJACENT TO AIRPORTS:** NO MINIMUM  
**ADJACENT TO UTILITIES:** NO MINIMUM  
**ADJACENT TO WATERWAYS:** NO MINIMUM  
**ADJACENT TO ENVIRONMENTAL SENSITIVE AREAS:** NO MINIMUM  
**ADJACENT TO HISTORIC DISTRICTS:** NO MINIMUM  
**ADJACENT TO FLOOD PLAINS:** NO MINIMUM  
**ADJACENT TO SEISMIC ZONES:** NO MINIMUM  
**ADJACENT TO WETLANDS:** NO MINIMUM  
**ADJACENT TO OTHER SENSITIVE AREAS:** NO MINIMUM

**GENERAL NOTES:**  
 1. THE ZONING REQUIREMENTS DESCRIBED AND SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY.  
 2. AS THEY ARE SUBJECT TO CHANGE AND ARE THEREFORE NOT GUARANTEED.  
 3. PLANNING FOR ACTUAL, CURRENT ZONING REQUIREMENTS REFER TO THE  
 4. CONCERNING ORDINANCES (ADOPTED AS APPLICABLE BY PROPOSED) PLANS, PLATS AND OTHER ADJUSTMENTS.

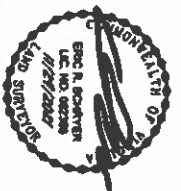
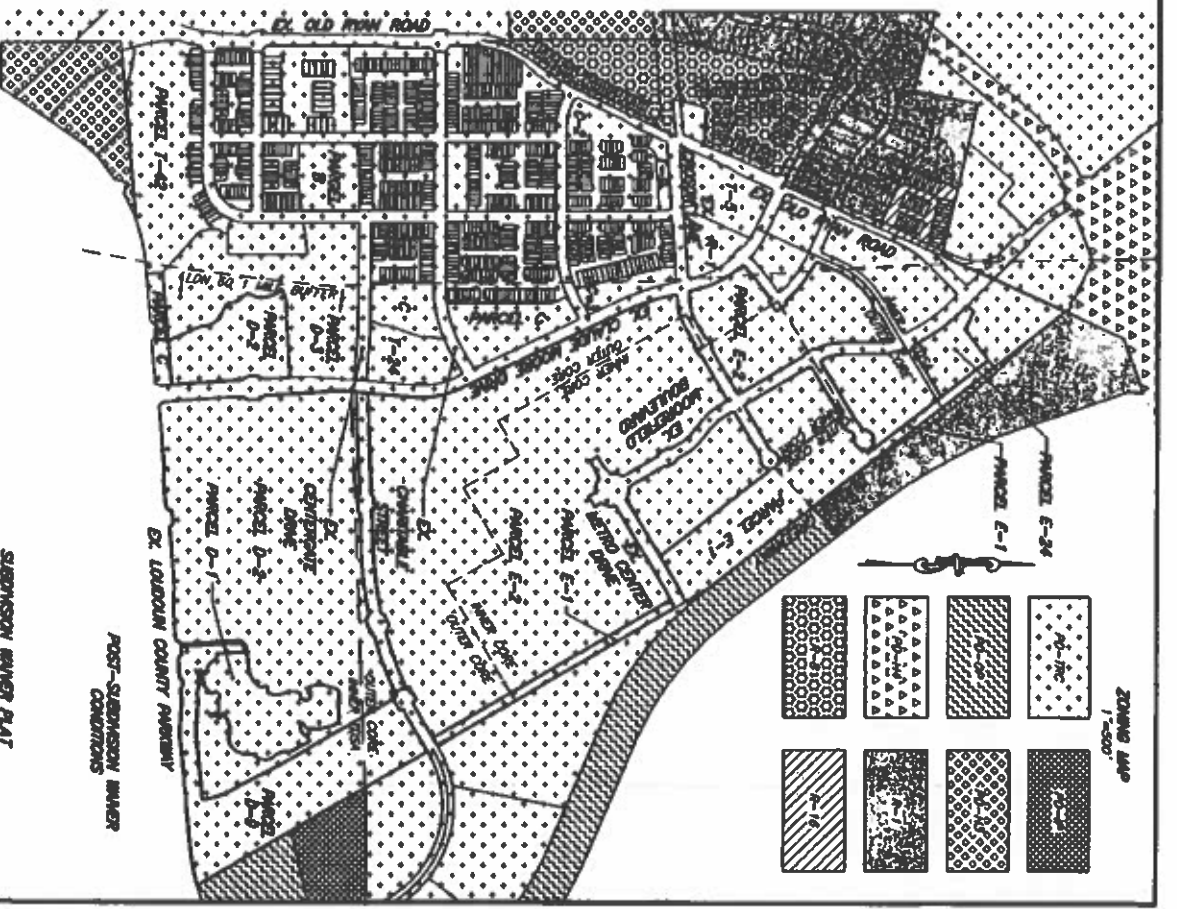
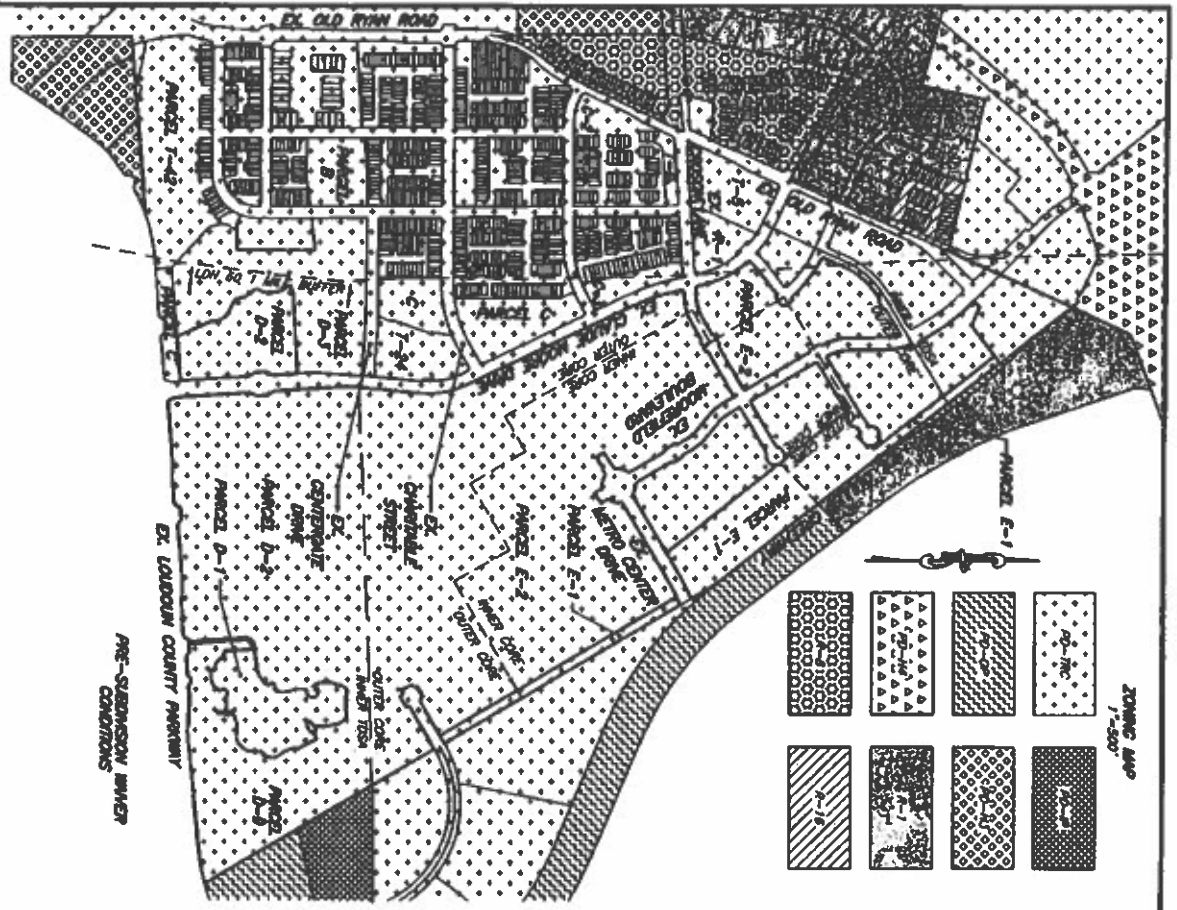
**PERMITS & APPROVED APPLICATIONS**

APPLICATION	PARCEL # 2
BLD 2004-0018 (APPROVED FEBRUARY 1, 2005)	✓
BLD 2008-0010 (APPROVED JULY 10, 2008)	✓
BLD 2014-0014 (APPROVED DECEMBER 8, 2014)	✓
BLD 2015-0028 (APPROVED APRIL 2, 2015)	✓
BLD 2015-0039 (APPROVED APRIL 12, 2015)	✓
BLD 2016-0022 (APPROVED MARCH 14, 2016)	✓
BLD 2016-0050 (APPROVED MARCH 6, 2017)	✓
BLD 2017-0015 (APPROVED JULY 25, 2017)	✓
BLD 2017-0018 (APPROVED SEPTEMBER 4, 2018)	✓
BLD 2018-0010 (APPROVED NOVEMBER 4, 2018)	✓
SPM 1989-0004 (APPROVED JANUARY 14, 2000)	✓
SPM 2005-0008 (APPROVED AUGUST 21, 2007)	✓
SPM 2013-0001 (APPROVED JULY 21, 2013)	✓
DEP 2015-0019 (APPROVED DECEMBER 4, 2015)	✓
DEP 2016-0010 (APPROVED APRIL 24, 2017)	✓
DEP 2017-0018 (APPROVED OCTOBER 21, 2017)	✓
DEP 2018-0011 (APPROVED APRIL 18, 2018)	✓
DEP 2018-0014 (APPROVED MAY 19, 2018)	✓
DEP 2018-0015 (APPROVED DECEMBER 6, 2018)	✓
DEP 2019-0001 (APPROVED DECEMBER 16, 2019)	✓
DEP 2021-0001 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0002 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0003 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0004 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0005 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0006 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0007 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0008 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0009 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0010 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0011 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0012 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0013 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0014 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0015 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0016 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0017 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0018 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0019 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0020 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0021 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0022 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0023 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0024 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0025 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0026 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0027 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0028 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0029 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0030 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0031 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0032 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0033 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0034 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0035 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0036 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0037 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0038 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0039 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0040 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0041 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0042 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0043 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0044 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0045 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0046 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0047 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0048 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0049 (APPROVED MARCH 1, 2021)	✓
DEP 2021-0050 (APPROVED MARCH 1, 2021)	✓



**Subdivision Eminent Plat**  
 OF A DIVISION OF PLANS OF  
 CLAUDE MOORE CHARITABLE FOUNDATION  
 BROAD RIVER ELECTRIC DISTRICT  
 LOUISIANA COUNTY, MISSISSIPPI  
 SCALE: 1/4" = 1' DATE: JUNE 19, 2021

**Dorberry**  
 Surveying Engineers Inc.  
 1140 Edwards Ferry Road, Suite 200, Leesville, Virginia 22076  
 Phone: 757.771.0004  
 www.dorberry.com  
 094-1016-1C



**DeWberry**  
 Surveying Engineers Inc.  
 1820 Skyway Ferry Road, Suite 206, Leesburg, Virginia 20156  
 Phone: 703.771.1000 Fax: 703.771.4488  
 www.dewberry.com  
 RM-1010-LC  
 SHEET 7 OF 7

PRE-SUBDIVISION IMPROVEMENT CONDITIONS  
 POST-SUBDIVISION IMPROVEMENT CONDITIONS  
 ZONING MAP 1"-500'  
 ZONING MAP 1"-500'

**EXHIBIT B**  
**ACTIVITIES**

Tenant is using the CMCF Property in the areas identified on the map to perform the following:

- (1) Inspection and Testing of Parcel E-24 for the building of an Apartment Building and Jefferson Park Street.

## EXHIBIT C

### INSURANCE PROVISIONS

(CERTIFICATE OF INSURANCE FOLLOWS ON NEXT PAGE)

Tenant shall obtain, and shall require Tenant's Contractor entering the CMCF Property on its behalf to obtain, insurance covering the Activities of the types and in the amounts described below and satisfactory to CMCF.

#### 1. Commercial General Liability

##### a. Required Minimum Limits of Insurance

Each Occurrence	\$1,000,000
Damage to rented premises(Fire)	\$300,000
Medical Expense	\$5,000
Personal Injury	\$1,000,000
General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000

##### b. Required Minimum Coverages:

- i. Occurrence general liability coverage form. Claims made are not acceptable.
- ii. Additional Insured endorsement naming CMCF to include on-going & completed operations. This endorsement to be maintained for a period of two years after work on the project has been completed.
- iii. Insurance policy shall include underground property damage, explosion and collapse, and waiver of subrogation in favor of CMCF.
- iv. General Liability coverage shall not exclude subsidence
- v. Coverage shall include standard "Separation of Insureds" condition.
- vi. Tenant's insurance shall be primary and non-contributory to CMCF's liability insurance, which is excess over Tenant's or any sub-contractor's insurance.
- vii. Any deductibles and/or self-insured retentions on Tenant's insurance program are the sole responsibility of Tenant. Any deductible or SIR in excess of \$50,000 per claim must be approved in advance by CMCF.
- viii. CGL policy will be endorsed to provide thirty days cancellation or non-renewal notice to CMCF.

2. **Workers' Compensation Insurance.** Tenant shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000

for each accident. Such policy shall contain a Waiver of Subrogation that applies in favor of CMCF. Any deductibles and/or self-insured retentions (each, a "SIR") on Tenant's insurance program are the sole responsibility of Tenant. Worker's Compensation policy will be endorsed to provide thirty (30) days cancellation or non-renewal notice to CMCF.

3. **Certificates of Insurance.** Tenant shall, prior to entering the CMCF Property, furnish CMCF with properly executed certificates of insurance and, if requested by CMCF, certified copies of endorsements and policies, which clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled except on thirty (30) days' prior written notice to CMCF, in which event Tenant shall immediately renew its coverage or secure a new policy that meets the requirements of this Agreement. Tenant shall not allow its coverage to expire or be materially reduced in coverage unless thirty (30) days prior notice is delivered to CMCF, and only with CMCF's consent. The certificate shall also evidence the insurer's knowledge of the proximity of the operations of Tenant to active railroad tracks. CMCF shall have the sole discretion to determine whether the certificates and endorsements presently comply with the provisions of this Agreement.

4. **Coverage Maintenance.** Tenant shall replace certificates, policies and endorsements for any insurance expiring prior to the termination of this Agreement. Unless otherwise provided for in this Agreement, Tenant shall maintain such insurance from the execution of the Agreement until the Activities are complete and the CMCF Property fully restored, except as otherwise provided in this Agreement.

5. **Licensed Insurer.** Tenant shall place such insurance with insurers having A.M. Best Company ratings of no less than "A" and licensed to do business in Virginia, unless otherwise approved, in writing, by CMCF.

PARID: 120403361000  
 SMITH, VERLIN W ET AL TEES

N/A

**Owner**

Name SMITH, VERLIN W ET AL TEES  
 Care Of CMCF,ATTN: J B WILSON III,EXEC  
 Mailing Address 11350 RANDOM HILLS RD STE 730  
 . FAIRFAX VA 22030-7418  
 Instrument Number 202202040007350  
 Book  
 Page

**Parcel**

Primary Address  
 Tax Map # /93//20///E24/  
 State Use Class Commercial/Indust  
 Total Land Area (Acreage) 2.9  
 Total Land Area (SQFT)  
 Election District BROAD RUN  
 Billing District Broad Run District  
 Billing Split Notes 1  
 Billing Split Notes 2  
 Special Ad Valorem Tax District Metrorail, Ashburn Station  
 Special Project District  
 Living Units  
 Structure Occupancy VACANT LAND  
 Garage/PrkgSp Community  
 Subdivision CLAUDE MOORE PARCEL E2  
 Affordable Dwelling Unit (Y/N) NO: PROPERTY IS NOT ADU.  
 Ag District  
 Ag District Starting Date  
 Ag District End Date  
 Deactivation Status  
 Solar Exemption? NO

**Legal Description**

Legal Description CLAUDE MOORE SUBD WAIVER PARCEL E-24  
 .  
 . 202202040007350P

**General Information**

Loudoun County is providing public record information as a public service in accordance with Virginia Code Title 58.1-3122.2 (1998). The Loudoun County Commissioner of the Revenue provides annual valuations and maintenance of fair market values for equitable assessments on all types of real property.

The property information made available on this site includes ownership and deed information, legal description, sales information, assessment values and house characteristics and can be searched by Parcel ID Number, Address and Tax Map Number. The site is updated weekly. Parcels are linked to the Loudoun County GIS, with map overlays displaying boundary and environmental information such as topography, soils, flood plain and major roads.

Condominium garage units or assigned parking spaces associated with condominiums may have separate parcel identification numbers - and may be assessed separately.

**2026 Values**

Fair Market Land		\$8,866,000
Fair Market Building		\$0
Prorated Bldg		\$0
Effective Date		
Fair Market Total		\$8,866,000
Land Use Value		\$0
Total Taxable Value		\$8,866,000
*Deferred Land Use Value		\$0
Tax Exempt Code		TAXABLE
Tax Exempt Land		\$0
Tax Exempt Building		\$0
Tax Exempt Total		\$0
Revitalized Real Estate		
Solar Exemption		

**2025 Values**

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$8,860,000			\$8,860,000		\$8,860,000

Landbook	\$8,860,000		\$8,860,000	\$8,860,000
----------	-------------	--	-------------	-------------

**2024 Values**

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$7,040,000			\$7,040,000		\$7,040,000
Landbook	\$7,040,000			\$7,040,000		\$7,040,000

**2023 Values**

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice						
Landbook						

**Note**

FM (Fair Market) = All land/buildings if 100% complete as of January 1.  
 Prorated value = The building value added as of the effective date for any new construction.  
 Taxable value = For details select Tax History / Payment.

**Sales / Transfers**

Date	Sale Price	Buyer
02/04/2022	\$0	

**Sales / Transfers Details**

Sale Date	02/04/2022
Sale Price	\$0
Seller	
Buyer	
Valuation Code	N/A
Instrument Number	202202040007350
Recordation Date	02/04/2022
Deed Book and Page	-
Multi-Parcel Sale (# of Parcels)	
Additional Notes	
Note	

**Tax History / Payment**

Click on the Parcel ID to view its related document  
[120403361000](#)

**Map It**

Click on the Parcel ID to view its related document  
[120403361000](#)

### **Community Service Facility Explanation**

The project will include a 3,000 sf commercial space that will be leased to the Community Foundation for Loudoun and Northern Fauquier Counties. The space will be used for purposes that meet the definition of a Community Service Facility and is included in eligible basis. The lease will include an exhibit in a form substantially similar to the example to follow.

## Exhibit to Commercial Lease

### Community Service Facility Rider

This Community Service Facility Rider specifies the additional terms and conditions applicable to the Lease.

- A. Low Income Housing Tax Credits. Tenant acknowledges that
- i. Landlord has received an allocation of low-income housing tax credits (the “**Tax Credits**”) from the Virginia Housing Development Authority (“**VHDA**”) under Section 42 of the Internal Revenue Code and
  - ii. Landlord operates the portion of the Property retained by Landlord as a qualified low-income housing project within the meaning of Section 42(g) of the Internal Revenue Code and in accordance with that certain Extended Use Regulatory Agreement and Declaration of Restrictive Covenants dated [DATE], by Landlord and VHDA (the “**Use Agreement**”).

Notwithstanding anything to the contrary elsewhere in this Lease, Tenant will not use or occupy said Premises in any manner that would violate the covenants set forth in the Use Agreement, or that would result in a finding of noncompliance with the requirements of Section 42 of the Internal Revenue Code by VHDA.

- B. Community Service Facility. Tenant acknowledges that in connection with the Tax Credits, the Premises are intended to qualify as a “**Community Service Facility**” within the meaning of Section 42(d)(4) of the Internal Revenue Code. Tenant acknowledges that should Tenant fail to operate the Premises in a manner that qualifies them as a Community Service Facility, Landlord will be subject to material financial penalty. Accordingly, Tenant warrants that during the Term:
- i. Tenant will use the Premises to provide services that will improve the quality of life for low-income community residents;
  - ii. Tenant will, on a constant and continuing basis, occupy and use the Premises to provide services that are appropriate and helpful to individuals in the area of the Premises whose income is 60 percent or less of area median income, and for no other purpose;
  - iii. If Tenant charges fees for the services provided, then the fees will be affordable to individuals whose income is 60 percent or less of area median income; and

- iv. Tenant shall provide such documentation regarding Tenant's activities in the Premises and Tenant's service population as shall be reasonably requested from time to time by Landlord (including in response to a request from the Internal Revenue Service or any other governmental or regulatory agency having jurisdiction over the Premises), in order to document Tenant's compliance with the provisions of this Section and the qualification of Tenant's use of the Premises as a Community Service Facility.

# **Tab F:**

RESNET Rater Certification (MANDATORY)



## Appendix F

### RESNET Rater Certification of Development Plans

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).

If the plans and specifications do not include requirements to meet the QAP baseline energy performance, those requirements still must be met, even though the application is accepted for credits.

\*\*\*Please note that this may make the Application 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, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.

**Rehabilitation – 30% performance increase over existing, based on HERS index.**

Or, it must provide evidence of a HERS Index of 80 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

**Adaptive Reuse –** Must provide evidence of a HERS index of 95 or lower. The rater understands that before IRS Form 8609 is issued, the rater must provide Virginia Housing with energy performance certification.

**Additional Optional Certification**

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


**Earthcraft Certification** - The development's design meets the criteria to obtain Earthcraft Multifamily program gold certification or higher.

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


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

**Enterprise Green Communities**—The development's design meets the requirements stated in the Enterprise Green Communities Criteria for this development's construction type to obtain certification.

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

		
RESNET Rater Signature	Printed Name	Date

RESNET Provider Agency	Provider Contact Name
------------------------	-----------------------

		
Contact Signature	Email	Phone

Development Name

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dqb1ZxDv

## 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

# \$988

\*Relative to an average U.S. home

Home:

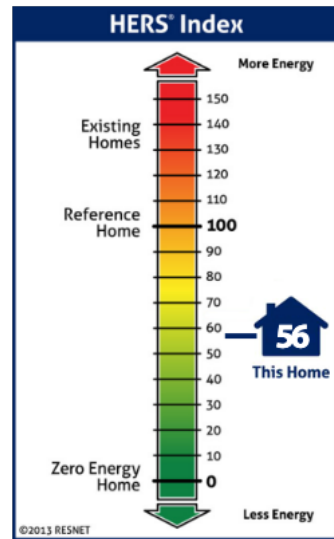
, VA

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.4	\$204
Cooling	1.0	\$48
Hot Water	4.2	\$198
Lights/Appliances	9.9	\$462
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>19.5</b>	<b>\$1,003</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	730 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.50 ACH50)
Ventilation:	40 CFM • 14 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM @ 25Pa (0.55 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.29, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Scott Atkinson  
RESNET ID: 0075796

**Rating Company:** Sustainable Building Partners, LLC  
2701 Prosperity Avenue, Suite 100  
17039702890

**Rating Provider:** Building Performance Solutions  
1934 Old Gallows Road Ste 350 Vienna VA 22182  
877-831-5061



Scott Atkinson, Certified Energy Rater  
Date: 3/11/26 at 8:12 AM



Ekotrope RATER - Version:4.2.3.3819

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 2JRKX0W2

## 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

**\$1,268**  
\*Relative to an average U.S. home

Home:

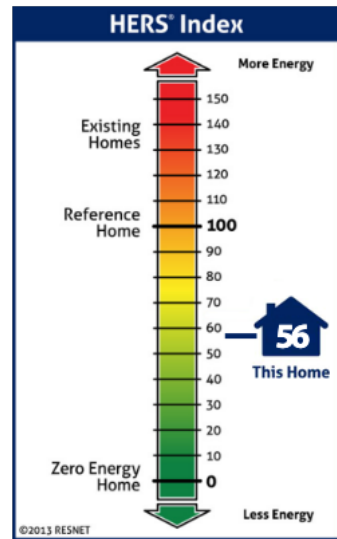
, VA

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.7	\$265
Cooling	1.3	\$63
Hot Water	5.7	\$268
Lights/Appliances	11.8	\$552
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>24.6</b>	<b>\$1,239</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,029 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.48 ACH50)
Ventilation:	50 CFM • 17.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM @ 25Pa (0.39 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.29, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Scott Atkinson  
RESNET ID: 0075796

**Rating Company:** Sustainable Building Partners, LLC  
2701 Prosperity Avenue, Suite 100  
17039702890

**Rating Provider:** Building Performance Solutions  
1934 Old Gallows Road Ste 350 Vienna VA 22182  
877-831-5061



Scott Atkinson, Certified Energy Rater  
Date: 3/11/26 at 8:13 AM



Ekotrope RATER - Version:4.2.3.3819

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dqb1ZxDv

## 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

# \$1,037

\*Relative to an average U.S. home

Home:

, VA

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.8	\$223
Cooling	1.6	\$74
Hot Water	4.2	\$198
Lights/Appliances	9.9	\$462
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>20.4</b>	<b>\$1,048</b>

This home meets or exceeds the criteria of the following:

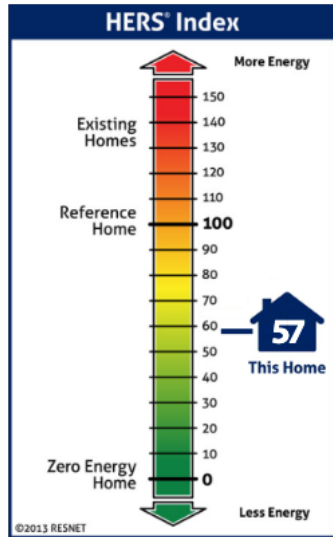
## Rating Completed by:

**Energy Rater:** Scott Atkinson  
RESNET ID: 0075796

**Rating Company:** Sustainable Building Partners, LLC  
2701 Prosperity Avenue, Suite 100  
17039702890

**Rating Provider:** Building Performance Solutions  
1934 Old Gallows Road Ste 350 Vienna VA 22182  
877-831-5061

Scott Atkinson, Certified Energy Rater  
Date: 3/11/26 at 8:13 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	730 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.50 ACH50)
Ventilation:	40 CFM • 14 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM @ 25Pa (0.55 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof / Exposed Exterior, R-30
Window Type:	U-Value: 0.29, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-11



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 2JRKX0W2

## 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

# \$1,315

\*Relative to an average U.S. home

Home:

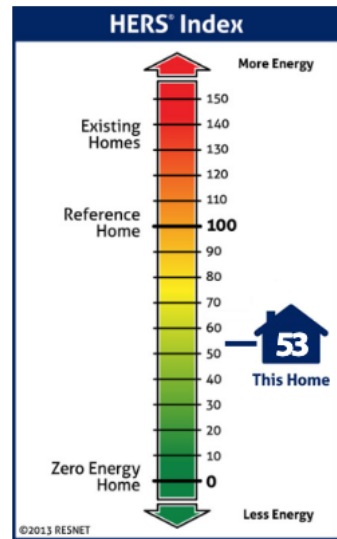
, VA

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.6	\$215
Cooling	1.7	\$78
Hot Water	5.7	\$269
Lights/Appliances	11.8	\$553
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>23.8</b>	<b>\$1,206</b>

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



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,029 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.90 ACH50)
Ventilation:	50 CFM • 17.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM @ 25Pa (0.39 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.29, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Scott Atkinson  
RESNET ID: 0075796

**Rating Company:** Sustainable Building Partners, LLC  
2701 Prosperity Avenue, Suite 100  
17039702890

**Rating Provider:** Building Performance Solutions  
1934 Old Gallows Road Ste 350 Vienna VA 22182  
877-831-5061



Scott Atkinson, Certified Energy Rater  
Date: 3/11/26 at 8:14 AM



Ekotrope RATER - Version:4.2.3.3819

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: dqb1ZxDv

## HERS® Index Score:

# 54

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

## Annual Savings

# \$1,017

\*Relative to an average U.S. home

Home:

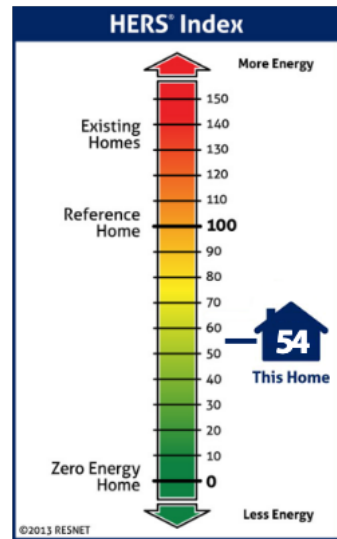
, VA

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.5	\$164
Cooling	1.3	\$60
Hot Water	4.2	\$198
Lights/Appliances	9.9	\$462
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>18.9</b>	<b>\$974</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	730 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.97 ACH50)
Ventilation:	40 CFM • 14 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM @ 25Pa (0.55 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.29, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Scott Atkinson  
RESNET ID: 0075796

**Rating Company:** Sustainable Building Partners, LLC  
2701 Prosperity Avenue, Suite 100  
17039702890

**Rating Provider:** Building Performance Solutions  
1934 Old Gallows Road Ste 350 Vienna VA 22182  
877-831-5061



Scott Atkinson, Certified Energy Rater  
Date: 3/11/26 at 8:13 AM



Ekotrope RATER - Version:4.2.3.3819

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: 2JRKX0W2

## 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

# \$1,345

\*Relative to an average U.S. home

Home:

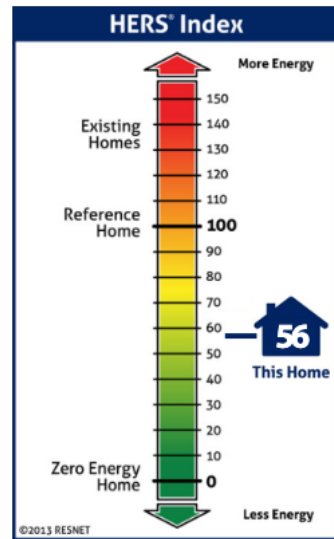
, VA

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.4	\$295
Cooling	2.1	\$98
Hot Water	5.7	\$268
Lights/Appliances	11.8	\$552
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>26.0</b>	<b>\$1,304</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,029 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.48 ACH50)
Ventilation:	50 CFM • 17.5 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM @ 25Pa (0.39 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof / Exposed Exterior, R-30
Window Type:	U-Value: 0.29, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Scott Atkinson  
RESNET ID: 0075796

**Rating Company:** Sustainable Building Partners, LLC  
2701 Prosperity Avenue, Suite 100  
17039702890

**Rating Provider:** Building Performance Solutions  
1934 Old Gallows Road Ste 350 Vienna VA 22182  
877-831-5061



Scott Atkinson, Certified Energy Rater  
Date: 3/11/26 at 8:14 AM

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: LOO5PNGL

## 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

# \$1,720

\*Relative to an average U.S. home

Home:

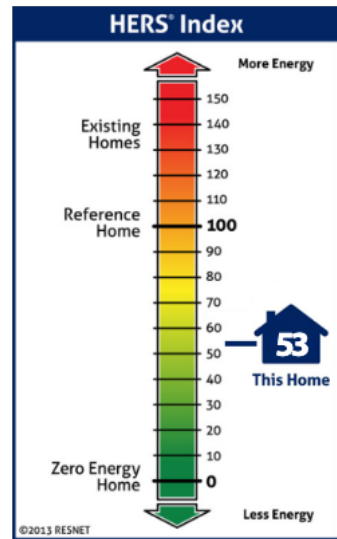
, VA

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.6	\$351
Cooling	2.6	\$121
Hot Water	7.4	\$344
Lights/Appliances	13.6	\$635
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>31.2</b>	<b>\$1,542</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,294 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.53 ACH50)
Ventilation:	65 CFM • 22.75 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM @ 25Pa (0.31 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof / Exposed Exterior, R-30
Window Type:	U-Value: 0.29, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Scott Atkinson  
RESNET ID: 0075796

**Rating Company:** Sustainable Building Partners, LLC  
2701 Prosperity Avenue, Suite 100  
17039702890

**Rating Provider:** Building Performance Solutions  
1934 Old Gallows Road Ste 350 Vienna VA 22182  
877-831-5061



Scott Atkinson, Certified Energy Rater  
Date: 3/11/26 at 8:15 AM

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: LOO5PNGL

## HERS® Index Score:

# 52

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

## Annual Savings

# \$1,619

\*Relative to an average U.S. home

Home:

, VA

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.6	\$305
Cooling	1.7	\$78
Hot Water	7.4	\$344
Lights/Appliances	13.6	\$636
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>29.3</b>	<b>\$1,455</b>

This home meets or exceeds the criteria of the following:

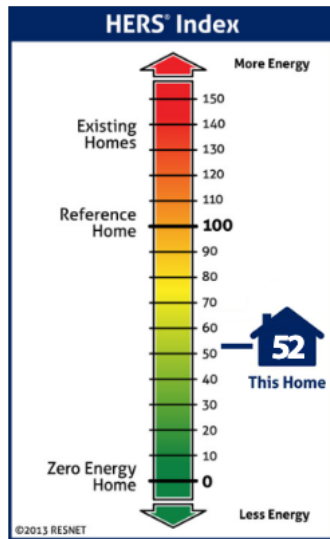
## Rating Completed by:

**Energy Rater:** Scott Atkinson  
RESNET ID: 0075796

**Rating Company:** Sustainable Building Partners, LLC  
2701 Prosperity Avenue, Suite 100  
17039702890

**Rating Provider:** Building Performance Solutions  
1934 Old Gallows Road Ste 350 Vienna VA 22182  
877-831-5061

Scott Atkinson, Certified Energy Rater  
Date: 3/11/26 at 8:15 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,294 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 2.52 ACH50)
Ventilation:	65 CFM • 22.75 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM @ 25Pa (0.31 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.29, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	N/A



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date:  
Registry ID:  
Ekotrope ID: LOO5PNGL

## HERS® Index Score:

# 50

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

## Annual Savings

# \$1,682

\*Relative to an average U.S. home

Home:

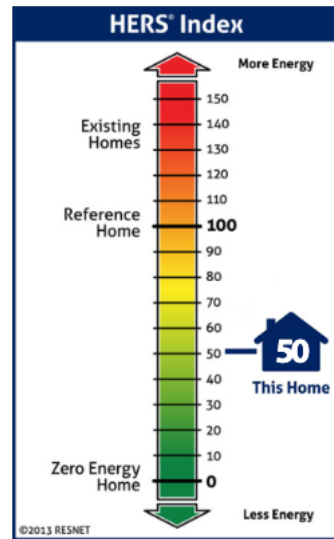
, VA

Builder:

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.5	\$253
Cooling	2.1	\$97
Hot Water	7.4	\$345
Lights/Appliances	13.6	\$638
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
<b>Total:</b>	<b>28.6</b>	<b>\$1,423</b>

This home meets or exceeds the criteria of the following:



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,294 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.5 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 Energy Factor
House Tightness:	5 ACH50 (Adjusted Infiltration: 0.88 ACH50)
Ventilation:	65 CFM • 22.75 Watts (Default) • Supply Only
Duct Leakage to Outside:	4 CFM @ 25Pa (0.31 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-0
Window Type:	U-Value: 0.29, SHGC: 0.23
Foundation Walls:	N/A
Framed Floor:	R-11

## Rating Completed by:

**Energy Rater:** Scott Atkinson  
RESNET ID: 0075796

**Rating Company:** Sustainable Building Partners, LLC  
2701 Prosperity Avenue, Suite 100  
17039702890

**Rating Provider:** Building Performance Solutions  
1934 Old Gallows Road Ste 350 Vienna VA 22182  
877-831-5061



Scott Atkinson, Certified Energy Rater  
Date: 3/11/26 at 8:15 AM



Ekotrope RATER - Version:4.2.3.3819

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.  
This report does not constitute any warranty or guarantee.



Jennifer Schneider  
Senior Vice President of Development  
8245 Boone Boulevard, Suite 640  
Tysons Corner, Virginia 22182  
Phone: (703) 520-0828  
[jls@scgdevelopment.com](mailto:jls@scgdevelopment.com)

March 11, 2026, 2026  
VIA Email

Dear Jennifer,

Solar Solution (SSDC) is pleased to present to you our proposal for the roof mount (150.54 kW) solar PV system at Moorefield Station 9, with estimated production of 195,881 kWh/year. Below is the cost of the proposal:

- **Roof mount– 150.54kW:** **\$ 398,917.75 - \$2.65/W**
- **(Optional) Maintenance Contract – 5yr:** **\$ 18,750 - \$25/kW**

Please note this proposal pricing is based on available information provided. Should the final design change the system size by less than +/- 10%, the proposal price shall be adjusted by the price per watt. Otherwise a new proposal shall be made based on the final system size.

This proposal is valid for 30 days. The proposal price is based on current panel and material pricing, which are very volatile and subject to escalation due to ongoing tariffs. To avoid further escalation after project award, and to honor this firm fixed price proposal, SSDC would like to procure the panels, ground mount racking, and rooftop racking as soon as design submittals are completed, reviewed, and approved by the GC and owner. SSDC would also request to bill for these panels. Storage will be at SSDC's bonded and insured Warehouse.

Should you have any questions, please contact Jabari Baker at 202-249-1112

Sincerely,

A handwritten signature in cursive script that reads "Jabari Baker".

Jabari Baker  
Commercial Sales Manager  
Solar Solution DC, LLC  
4700 14<sup>th</sup> St. NW  
Washington, DC 20011  
202-249-1112  
CBE Certification #: LSR72219122023

## Table of Contents

System Summary.....	3
Proposed PV Layout.....	4
Scope of Work – Base Bid .....	5
General Conditions .....	5
Exclusions .....	6
Responsibility Matrix.....	7
Schedule of Values .....	8

## System Summary

<b>Project Name:</b>	Moorefield Station 9
<b>System Size (kWdc):</b>	150.54kW Roof
<b>Address:</b>	Moorefield Station, Ashburn, VA20148
<b>PV Mounting Type:</b>	Rooftop
<b>PV Module:</b>	SEG 595W Dom
<b>Racking:</b>	Rooftop – Ballasted Racking
<b>Inverter:</b>	SE120KUS, 480V
<b>Tie in:</b>	Grid tie – NEM – Interconnection

## Proposed PV Layout

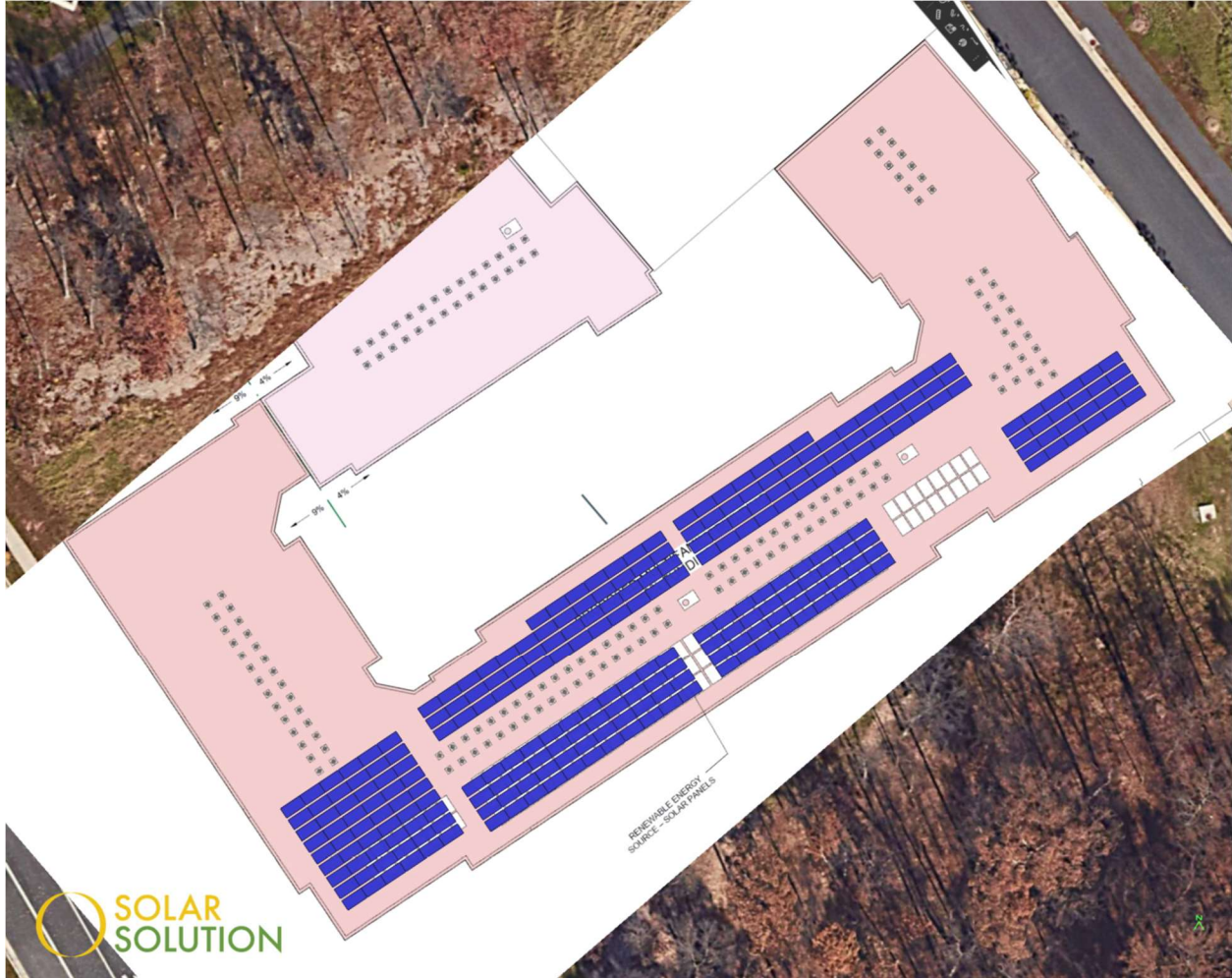


Figure11: Per Direction, the permitted layout design is to meet the permitted drawing set for 150.54kW. Ballasted System), Estimated Production 195,881 kWh/year

## Scope of Work – Base Bid

### General Conditions

1. Utility interconnection for Authorization to Install (ATI), Authorization to Operate (ATO) by SSDC.
2. Electrical, PV, and Structural engineering drawings by SSDC.
  - a. Solar/Building/Electrical Permits and fees by SSDC.
  - b. Inspections and inspection fees by SSDC.
  - c. Civil engineering, soil and topography study by others. Sediment Control Plan by others.
3. Normal Working Hours
  - a. Project Name: Moorefield Station 9
  - b. Project Number: 2026-C-104
  - c. AHJ: Ashburn, VA 20148
  - d. Publication Date: 03/11/2025
  - e. Construction Type: Building
4. Furnish and install (253) SEG 595W Dom or equivalent solar panels. SSDC reserves the right to change panel manufacturer with equivalent or better warranty based on availability.
5. Furnish and install (1) SE120KUS, 480V, or equivalent.
6. All work at construction site to follow OSHA safety standards.
7. SSDC expects adequate parking and staging of materials onsite free of charge.
8. The proposal price is based on current panel and material pricing, which are very volatile and subject to escalation due to ongoing tariffs. To avoid further escalation after project award, and to honor this firm fixed price proposal, SSDC would like to procure the panels, ground mount racking, and rooftop racking as soon as design submittals are completed, reviewed, and approved by the GC and owner. SSDC would also request to bill for these panels. Storage will be at SSDC's bonded and insured Warehouse.
9. This scope is developed based on the following drawings:
  - a. Architectural drawing set MOOREFIELD STATION 9% LLC, ASHBURN, VA 20148, Dated 03/10/2026.

## Exclusions

1. The furnishing and installation of electrical subpanels, their internal circuit breakers, and the homerun cables and conduits to the MSB.
2. Waterproofing Membrane on rooftop install. The roofer shall contact the roofing manufacturer for waterproofing recommendations.
3. Any utility interconnection upgrade fees are excluded—only the application fee is included.
4. Lighting of any sort – material & labor for lighting fixtures and lighting cables and conduits.
5. Roof flashing, repairs, or warranties associated with roofing.
6. Any and all earthwork and landscaping outside of trenching between ground mounted PV rows and homerun from ground mount array to PV-1.
7. Restriping, resurfacing, or any repairs not directly associated with the Solar construction/install.
8. Demolition of any sort.
9. Temporary fencing, construction enclosures, or storage trailers.
10. Temporary toilet facilities.
11. Dumpsters – Solar Solution expects to use GC supplied dumpsters on site for jobsite trash.
12. Traffic controls or tree protection.
13. Foundations, footers, or any concrete work.
14. Ballast of any sort.
15. Winter work – defined as unsafe site conditions causing safety hazard and/or extreme cold, snow, ice, mud, rain, or standing water.

## Responsibility Matrix

	<b>Task</b>	<b>SSDC</b>	<b>OWNER/GC</b>
1.	Utility Interconnection Application (ATI)	X	
2.	Building/Solar Permit	X	
3.	Electrical Permit	X	
4.	Certified Roofer Inspection + Report (Pre and Post Construction)  (Solar Solution will make the attachment penetrations (if needed), but the roofer will need to flash them and provide their warranty.)		X
5.	Rentals: Toilet Facilities Dumpsters		X
6.	Modules	X	
7.	Inverters + Hardware Accessories	X	
8.	Roof Mount Racking Systems	X	
9.	DC + AC Wiring & Conduits to rooftop AC disconnects	X	
12.	Rooftop AC Disconnects	X	
14.	Communication Cable + Conduits from telecom room.		X
15.	Labels and Stickers	X	
16.	Installation: (253) SEG 595W Rooftop Racking System (attachments only, flashing by others) (1) SE120KUS, 480V DC + AC Wires & Conduits	X	
17.	Installation: Fencing Concrete foundation/footers Landscaping		X
18.	AHJ Inspection – Solar & Electrical Permits	X	
19.	Utility Part 2 Application (ATO)	X	
20.	Commissioning of Inverters	X	

## Schedule of Values

	<b>Milestone</b>	<b>% of Contract Price</b>
1.	Notice to Proceed/Contract Award – Prior to Mobilization	10%
2.	Racking + Modules Installed	30%
3.	DC + AC Wiring	30%
4.	Mechanical Completion (MC) – 100% system completion	10%
5.	Substantial Completion (SC) – after passed inspections	10%
6.	Final Completion (FC) – owner acceptances and closeout	10%

# **Tab G:**

Zoning Certification Letter (MANDATORY)



## Zoning Certification

---

**NOTE TO DEVELOPER:** You are strongly encouraged to submit this certification to the appropriate local official **at least three weeks in advance of the application deadline** to ensure adequate time for review and approval

### General Instructions:

1. The Local Certification section **must** be completed by the appropriate local official or Civil Engineer.
2. The Engineer **must** be registered in the Commonwealth of Virginia.
3. 'Development Description' should be provided by the Owner.
4. 'Development Address' should correspond to I.A.2 on page 1 of the application.
5. 'Legal Description' should correspond to the site control document in the application.
6. 'Proposed Improvements' should correspond with I.B & D and III.A of the application.
7. 'Other Descriptive Information' should correspond with the information in the application.
8. Any change in this Certification may result in disqualification of the application.

If you have any questions, please contact the Tax Credit Allocation Department at:

[taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com)

# Zoning Certification

DATE: February 26, 2026

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

RE: ZONING CERTIFICATION

Name of Development: Moorefield Station 9  
Name of Owner/Applicant: Moorefield Station 9, LLC  
Name of Seller/Current Owner: Claude Moore Charitable Foundation

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 to confirm proper zoning for the site of the Development. It is understood that this letter will be used by the Virginia Housing Development Authority solely to determine whether the Development qualifies for points available under VHDA's Qualified Allocation Plan for housing tax credit.

## DEVELOPMENT DESCRIPTION:

### Development Address:

Parcel E-24 (2.9 acres) at intersection of Moorefield Blvd & Jefferson Park St  
Parcel ID 120403361000 in the Loudoun County real estate assessment map.

### Legal Description:

ALL that certain lot, piece or parcel of land, situate, lying and being in Loudoun County, Virginia, and shown as "PARCEL E-24, 2.8947 Acres," on a plat of survey made by Dewberry Engineers Inc., entitled "SUBDIVISION WAIVER PLAT OF PARCEL E-2 OF A DIVISION OF THE LANDS OF CLAUDE MOORE CHARITABLE FOUNDATION BROAD RUN ELECTION DISTRICT, LOUDOUN COUNTY, VIRGINIA," dated June 10, 2021, and recorded in the Clerk's Office, Circuit Court, Loudoun County, Virginia, as Instrument No. 20220204-0007350, for a more accurate and particular description.

### Proposed Improvements:

Construction

New Construction:	# Units	<u>121</u>	# Buildings	<u>1</u>	Total Floor Area	<u>213,031.33</u>
Adaptive Reuse	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area	<u>          </u>
Rehabilitation:	# Units	<u>          </u>	# Buildings	<u>          </u>	Total Floor Area	<u>          </u>

**Zoning Certification, cont'd**

**Current Zoning:** Transit Related Center - TRC allowing a density of \_\_\_\_\_ units per acre, and the following other applicable conditions: Maximum number of dwelling units, parking requirements and other zoning requirements for this parcel are governed by the Concept Development Plan (FIDP-2022-0002)

**Other Descriptive Information:**

FIDP-2022-0002 allows a maximum of 249 residential units on this parcel  
\_\_\_\_\_  
\_\_\_\_\_

**LOCAL CERTIFICATION:**

Check one of the following a 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 approved for non-conforming use. To the best of my knowledge, there are no zoning violations outstanding on this property, and no further zoning approvals and/or special use permits are required.

Andrew Kioko, P.E. (0402050348)

Signature



Digitally signed by Andrew K Kioko  
Date: 2026.03.09 16:53:14-04'00'

Printed Name

Associate Vice President

Title of Local Official or Civil Engineer

(703) 206-0837

Phone

March 9, 2026

Date

**NOTES TO LOCALITY:**

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

[taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).



September 9, 2022

Dewberry  
Rich Brittingham  
1503 Edwards Ferry Rd., Ste. 200  
Leesburg, VA 20176

**RE: FIDP-2022-0002; Moorefield Station Southmoore**

Dear Mr. Brittingham:

The Final Development Plan entitled "FIDP-2022-0002; Moorefield Station Southmoore " prepared by Dewberry, dated March 18, 2022, and revised through August 30, 2022, was approved by the Loudoun County Planning Commission at their work session on September 8, 2022.

Thank you for your cooperation during this process and if you should have any questions, please feel free to contact me by phone at (703) 771-5745 or via email at [ronald.dunbar@loudoun.gov](mailto:ronald.dunbar@loudoun.gov).

Sincerely,

Ronald Dunbar  
Land Development Division Manager

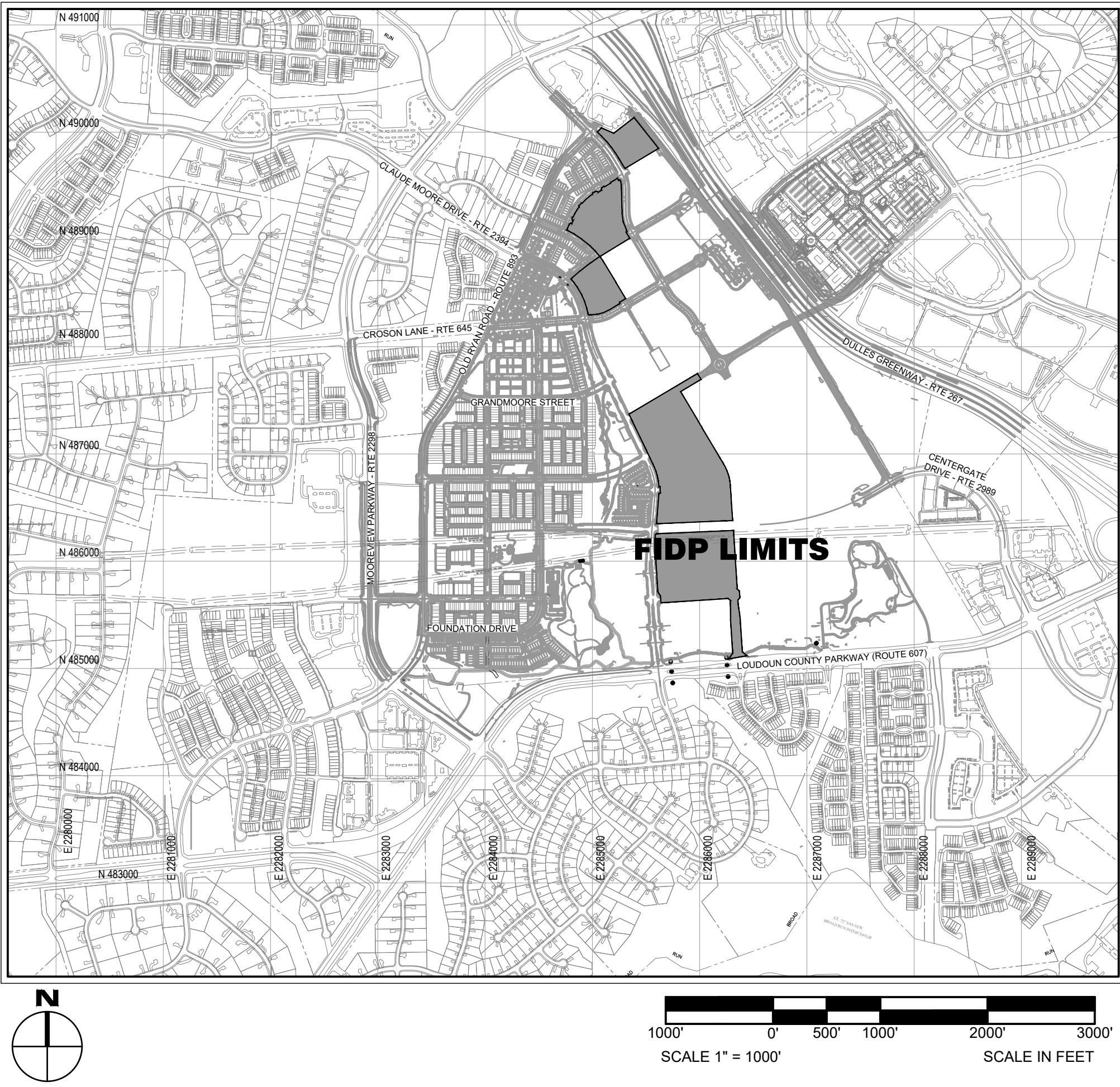
cc: Jack Vega, CMCF

# moorefield

## FINAL DEVELOPMENT PLAN FIDP 2022-0002

BROAD RUN ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA

VICINITY MAP



SHEET INDEX

Sheet Number	Sheet Title
1	COVER SHEET
2	PROJECT NOTES & TABULATIONS
3	PERIMETER PROPERTY LINES
4	OVERALL EXISTING CONDITIONS PLAN
5	OVERVIEW & PHASING PLAN
6	PREVIOUS FIDP APPROVALS
7	FINAL DEVELOPMENT PLAN
8	FINAL DEVELOPMENT PLAN
9	FINAL DEVELOPMENT PLAN
10	OPEN SPACE CHARACTER PLANS
11	OPEN SPACE CHARACTER PLANS
12	OPEN SPACE CHARACTER PLANS
13	OPEN SPACE CHARACTER PLANS
14	OPEN SPACE PLAN
15	PEDESTRIAN CIRCULATION
16	OVERALL ILLUSTRATIVE SECTIONS
17	TYPICAL STREET SECTIONS
18	TYPICAL ARCHITECTURAL ELEVATIONS
19	TYPICAL ARCHITECTURAL ELEVATIONS
20	TYPICAL ARCHITECTURAL ELEVATIONS
21	AVERAGE BLOCK LENGTH

REVISION BLOCK
08/30/22 3rd REFERRAL COMMENTS
08/11/22 2nd REFERRAL COMMENTS
06/09/22 1st REFERRAL COMMENTS

<b>DRAWN BY:</b> JS
<b>CHECKED BY:</b> RTB
<b>DATE:</b> 3/18/2022
<b>SCALE:</b> AS NOTED
<b>SHEET:</b> 1 OF 21
<b>FILE NO.</b> 50058973

**Owner/ Applicant**  
Claude Moore Charitable Foundation  
J. Hamilton Lambert, Executive Director  
11350 Random Hills Road, Suite 520  
Fairfax, VA 22030



Plotted: Aug 29, 2022 at 5:31pm  
\\neb-fs-veersburg\Projects\50058973\CAD\Civil\Planning-ia\deliverables\2022-fdp\deliverables\1 COVER SHEET.dwg

**General Notes**

- The limits of this Final Development plan includes portions of Parcel D-2 (PIN 090-45-4961), Parcel E-2 (PIN 089-25-0962, and Parcel E-24 (PIN 120-40-3361) The properties are in the name of Claude Moore Charitable Foundation.
- The overall Moorefield Station Development consists of 597.05 acres and is currently zoned PD-TRC under the Revised 1993 Loudoun County Zoning Ordinance, Section 4-1100.
- Parcel E-24 (PIN 120-40-3361) contains 2.8947 acres and was created by Plat of Subdivision Waiver recorded in Instrument 20220204-0007350. Additionally, Parcel E-24 is now in the name of "Claude Moore Charitable Foundation" and was acquired by them in Will Book 116 Page 1965.
- Parcel D-2 (PIN 090-45-4961) contains 59.3884 acres and was created by Plat of Subdivision recorded in Instrument 20180629-0037766, and was last modified by Plat of Subdivision Waiver recorded in Instrument 20211230-0126208. Additionally, Parcel D-2 is now in the name of "Claude Moore Charitable Foundation" and was acquired by them in Will Book 116 Page 1965.
- Parcel E-2 (PIN 089-25-0962) contains 110.3854 acres and was created by Plat of Subdivision recorded in Instrument 20141210-0069658, and was last modified by Plat of Subdivision Waiver recorded in Instrument 20220404-0007350. Additionally, Parcel E-2 is now in the name of "Claude Moore Charitable Foundation" and was acquired by them in Will Book 116 Page 1965.
- The topographic information shown heron was taken from an aerial survey by Quantum Spatial, dated 03.05.2020 and has a contour interval of 1 foot (USGS datum NAVD88).
- The subject property lies completely within the jurisdiction of Loudoun County and is currently within the Broad Run election district.
- There is no floodplain on the property that is the subject of this final development plan application. The current Flood Insurance Rate Map (FIRM) of Loudoun County Community Panel Numbers for the property that is the subject of this application are 51107C0263E and 51107C0380E, effective February 17, 2017. The depicted boundary of the existing floodplain is based on the FIRM.
- Regulated waters and wetlands shown are based on a wetland delineation conducted by Wetland Studies and Solutions, Inc. and confirmed by Army Corps of Engineers Jurisdictional Determination #01-B1056, issued April 27, 2001. The original wetland permit for Moorefield expired on 06-27-2021. A new DEQ VWP Individual Permit #21-0454 has been obtained for the Moorefield property dated August 2, 2021 and expiring August 1, 2036. The existing U.S. Corps of Engineers (COE) Individual permit (NAO-2005-03591) was extended with an authorization dated August 6, 2021 and will expire on June 27, 2026.
- Any development within the AI (Airport Impact Overlay District) overlay district shall conform to Section 4-1400.
- Site lighting will be provided as required per FSM section 7.120 and Zoning Ordinance Section 5-1504.
- Street names are for identification purposes only, and do not indicate any approval by Loudoun County or VDOT.
- The ITDSA and the OTDSA constitute the Transit Design Supportive Area (TDSA) in the PD-TRC Zoning Ordinance regulations.
- The maximum Floor Area Ratio (FAR) in the TDSA shall not exceed .40.
- The maximum dwelling units per acre (DU/AC) in the TDSA is 24. The maximum DU/AC in the CORE is 50 at Rail Transit.
- Sidewalks shall be installed on all sides of each block and be a minimum of 5' (ICORE sidewalks are to be 8').
- All buildings within the Inner and Outer Core of 50,000 square feet or more of gross floor area shall contain two on-site amenities/features as listed within 4-1115(A)
- All development within this Final Development Plan shall be in substantial conformance with the requirements of the applicable concept development plan, proffers and conditions in accordance with ZMAP 2001-0003, ZCPA 2007-0004, ZCPA-2014-0002 & ZCPA-2017-0007. In addition, all interim & ultimate development shall conform to Loudoun County, the Virginia Department of Transportation and Loudoun Water standards / ordinances and regulations, unless noted otherwise.

**FDP Notes**

- The approval of this FDP submission shall serve as meeting the Non-Engineered requirements of the Site Plan Process.
  - The proposed building footprints and elevations have been provided to meet the non-engineered requirements of the site plan process. Final architectural detailing will determine exact footprints and building heights at the final site plan stage in accordance with Proffer XIV (Design Guidelines).
- Maximum building heights are as follows:**
- Inner Core: 175'  
Outer Core: 125'  
TDSA: 100'
- Minimum building heights are as follows:**
- Inner Core: 35'- (25' of occupied space if constructed between prkg. structure and street and effectively screens the parking structure from public view.)  
Outer Core: 25'  
TDSA: None
- The approximate location of the bus stops and bicycle storage areas and trail connections have been shown on the FDP, subject to final engineering.
  - The phasing of construction shall not exceed the proffered maximums within each phase of development.

**23. Public Utilities Notes**

All utilities (public or private, wet or dry) will be located within both public (road) rights-of-way and in easements on private property. Dry utilities will be co-located in conduit to the extent practicable. Wet utilities owned by Loudoun Water (water and sanitary sewer) will be constructed subject to Loudoun Water approval. Storm sewers shall be constructed subject to approval of Loudoun County.

All infrastructure, including, but not limited to: roads, water, sanitary sewer, stormwater management (including BMP facilities), gas, broadband, telephone, electric, cable will be sized, located and constructed to accommodate the final buildout of Moorefield Station, as zoned based upon Rail Phasing densities. Additionally, such infrastructure shall be sized, located and constructed to accommodate construction of all infrastructure, other than the stormwater management, needed for buildout of the various sites to be dedicated to public use. Said public use site buildout square footages are not included within the proffered Moorefield Station density caps.

**A. Water Service**

will be generally provided through connections to existing water mains on Loudoun County Parkway, Moorefield Boulevard, Crosron Lane, Claude Moore Drive and the adjacent Metro Walk development, through the use of connection stubs-outs which were provided for use by the Moorefield Station development. Water main sizing and system interconnection will be based on a water model approved by Loudoun Water.

**B. Sanitary Sewer Service**

will be provided through tie-ins to the existing gravity sewer outfall which runs from the Moorefield Station Safety Center at the north end of the property south to Loudoun County Parkway. The outfall follows Claude Moore Drive between Crosron Lane and Loudoun County Parkway (LW #20140094). A portion of the site will also be serviced by a new sanitary sewer outfall a portion of which will follow Moorefield Boulevard between Centergate Drive and Loudoun County Parkway.

**C. Private utilities**

will be underground throughout the proposed FDP site areas. Efforts will be made to consolidate telephone/cable/electric services into shared easements. Natural gas service will be proposed for the development.

**D. Stormwater Management**

for the FDP development has been provided by the East and West Regional Ponds approved with CPAP-2010-0010 and revised with CPAR-2015-0027, CPAR-2016-0026 and CPAR-2017-0026. The ponds discharge directly to minor 100-year floodplains and serve the treatment requirements of both public streets and private development areas. Water Quality (BMP) treatment for the site is also provided by the existing East and West Regional ponds.

**E. Adequate Outfall**

is available for all sections of the proposed development. Analysis and channel protection, if required, will be provided with the final engineering plans.

- Affordable dwelling units (ADU'S) have been proposed with this application and are further detailed in tabulation on this sheet.
- Open Space Plan** is depicted on sheet 14 the FDP. The general character of these open spaces are graphically depicted on sheets 10-14 of the FDP and are meant to provide a generalized characterization of these spaces and meet the non-engineered requirements of this FDP submission. The **Open Space** areas total approximately 54.0 Acres within the TDSA area. A minimum of 33.4 acres of open space is required within the I-TDSA per ZCPA-2017-0007.
- Tree Canopy Requirements**  
ZMOD-2017-0016 allowed the required 10% tree canopy for I-TDSA and O-CORE to be calculated for entire I-TDSA and O-CORE subareas acreage's rather than for each subarea separately
- Shared parking may be requested in accordance with regulations of the Revised 1993 Loudoun County Zoning Ordinance.
- All parking and loading requirements will be met at the time of site plan. Actual numbers will be determined with the final site plans. Parking and loading spaces shown are based upon the requirements for the maximum allowable square footage per use and number of bedrooms per dwelling unit for multi-family dwellings. As the final building square footage and number of bedrooms per dwelling unit will be determined at the site plan stage of development, the parking and loading requirements will be finalized at that stage based on the 25% reduction in required parking for all non-residential uses and all multi-family dwelling units approved with FIDP-2022-0002.
- Parking calculations include on-street parallel parking not to exceed 30% of the required off-street parking and provided the parking spaces are located within 400' of the subject principle use. No parking area which is being counted to fulfill ordinance requirements shall be converted to non-parking uses, unless parking requirements can still be met.
- If a parking structure is not effectively shielded from the street by a building, the first floor of the parking structure shall be enclosed, per section 4-1111(C).
- Any future subdivision will require an appropriate development or final record plat subdivision application. This applies to any subdivision, whether for residential uses or non-residential uses.
- The remainder of the development not included within this Final Development Plan shall be completed as market conditions dictate (Section 4-1113-C)
- Per Section 4-1117(G), on-street parking spaces, located within 400 feet of the subject principal use may be credited to meet up to 30% of the off-street parking spaces required. Existing public streets adjacent to the FIDP limits have been approved by VDOT. The existing on-street parking spaces within these public streets, have not been used to meet the parking requirements of existing adjacent developments, and as such, are available to serve the proposed uses in this FIDP, subject to the requirements of Section 4-1117(G). Proposed private streets, and associated on-street spaces will be constructed to FSM standards, as detailed on Sheet 17.
- At final site plan, the applicant reserves the right to exceed the minimum required provided parking depicted in the parking table on this sheet.
- Parking structures depicted to serve the Non-Residential Uses, may initially be used as surface parking, then converted to structured parking as market demand requires.
- A portion of the property subject to FIDP-2022-0002, lies east of the '2002' ZMAP Construction Line' as shown on the CDP.

**TDSA Land Use Mix per ZCPA-2017-0007**

Land Use Mix <sup>1</sup>	ZCPA-2017-0007 Minimums	Totals with FIDP-2022-0002
<b>Residential</b>	<b>990 Units</b>	<b>2,732 Units</b>
<b>Office</b>	<b>1,625,000 SF</b>	<b>2,326,000 SF</b>
<b>Commercial Retail &amp; Services</b>	<b>325,000 SF</b>	<b>333,000 SF</b>
<b>Parks, Civic, &amp; Open Spaces<sup>2</sup></b>	<b>67.01 AC</b>	<b>N/A</b>

- Calculations within the table are based on individual land use types. Residential uses are calculated by the number of residential units. Non-residential uses are calculated by square footage.
- The Parks, Civic, & Open Space minimum was met with the 81.87 acre Public Use Site (STPL-2011-0032).

<sup>1</sup>Per Section 4-1109(C), in order to exceed the minimum percentage in any one category (excluding parks, civic, open space), the minimum percentage in all categories must be achieved as evidenced by an approved Final Development Plan.

Moorefield Station FDP Tracking	All Units in Acres				
Subarea	OTDSA	ITDSA	OCORE	ICORE	Total
<b>Total Zoning Acreage For Density</b>	<b>200.71</b>	<b>243.86</b>	<b>75.98</b>	<b>76.5</b>	<b>597.05</b>
<b>FIDP 2022-0002</b>					
<b>Acreage of FDP</b>	<b>0.00</b>	<b>14.62</b>	<b>23.19</b>	<b>3.90</b>	<b>41.71</b>
<b>Final acreages to be determined with Final Record Plats</b>					

**Residential Parking Tabulation**

USE	RATE	UNITS	REQUIRED* (ZO. SEC. 5-1100)	PROVIDED
Multi-Family	1.0* / Unit (Studio)	192	192	
	1.1* / Unit (1 bedroom)	838	922	
	1.5* / Unit (2 or 3 bedroom)	1,090	1,635	
	1.5* / Unit (4 bedroom)	-	-	
<b>Total</b>		<b>2,120</b>	<b>2,749</b>	<b>3,552</b>

\*25% reduction per Section 4-1117(E)

**Non-Residential Parking Tabulation**

USE	RATE	SF	REQUIRED (ZO. SEC. 5-1100)	PROVIDED
Office	3.0* / 1,000 sf for first 30,000sf	-	-	-
	3.0* / 1,000 sf thereafter	-	-	-
General Retail	3.0* / 1,000 sf of GFA	21,000	63	
Restaurant	15.0 / 1,000 sf of GFA	-	-	-
<b>Total</b>		<b>21,000</b>	<b>63</b>	<b>77</b>

\*25% reduction per Section 4-1117(E)

**Loading Tabulation**

USE	RATE	SF	REQUIRED (ZO. SEC. 5-1100)	PROVIDED
Office	None for first 30,000 sf	-	-	-
	1 / 100,000 sf remaining	-	-	-
General Retail	None for first 10,000 sf	10,000	-	-
	1 / 30,000 sf up to 70,000 sf	11,000	1	
Restaurant	1 / 80,000 sf thereafter	-	-	-
	1.0 / 40,000 sf of GFA	-	-	-
<b>Total</b>		<b>21,000</b>	<b>1</b>	<b>1</b>

Residential and non-residential parking tabulations are based upon the maximum densities identified on Sheets 7-9.

Total - Residential					
	OTDSA	ITDSA	OCORE	ICORE	Total
Total Area (Acres)	200.71	243.86	75.98	76.5	597.05
Max DU's Permitted	1,000	1,750	2,000	2,000	6,000
Total Approved DU's (incl. 2022 FIDP)	982	1,750	1,516	200	4,448
Total DU's Remaining	18	0	484	1,800	1,552
DU's/Acre	4.89	7.18	19.95	2.61	0

\*Total Units at Rail Service not to exceed 6000

FIDP 2022-0002	SFD	SFA (incl. ADU's)	SFA ADU	MF (incl. ADU's)	MF ADU	Total DU's	Total Area (Acres)*	DU's/Acre
<i>In Review</i>	-	-	-	450	61	511	14.62	30.78
	-	-	-	1,470	81	1,551	23.19	63.38
	-	-	-	200	16	216	3.90	94

FIDP 2018-0001	SFD	SFA (incl. ADU's)	SFA ADU	MF (incl. ADU's)	MF ADU**	Total DU's	Total Area (Acres)*	DU's/Acre
<i>Approved</i>	-	175	7	518	34	734	148.05	4.68
	-	-	-	46	-	46	21.08	2.18
	-	-	-	-	34	34	-	-

\*Sub-Area limits were adjusted as part of ZCPA-2014-0002.

\*\*38 units provided at site plan

FIDP 2010-0002	SFD	SFA (incl. ADU's)	SFA ADU	MF (incl. ADU's)*	MF ADU	Total DU's	Area (Acres)	DU's/Acre
<i>Approved</i>	-	599	41	-	64	664	157.67	3.80
	-	-	-	583	29	612	26.4	22.08
	-	-	-	180	93	273	2.77	-

\*MF DU's approved with FIDP-2010-0002 have been vacated as part of FIDP-2018-0001.

FIDP 2004-0002	SFD	SFA (incl. ADU's)	SFA ADU	MF (incl. ADU's)	MF ADU	Total DU's	Area (Acres)	DU's/Acre
<i>Approved</i>	50	518	35	414	28	982	157.67	0.05
	-	8	2	-	-	10	26.4	-
	-	-	-	-	-	-	-	-

Additional approved FIDP's: FIDP-2010-0001; FIDP-2013-0001; FIDP-2016-0001; FIDP-2016-0003  
These approvals do not count towards SF or DU limits

Total - Non-Residential					
	OTDSA	ITDSA	OCORE	ICORE	Total
Total Area (Acres)	200.71	243.86	75.98	76.5	597.05
Max SF Permitted	250,000	3,000,000	4,000,000	3,500,000	9,750,000
Total Approved SF (incl. 2022 FIDP)	150,000	2,659,000	13,000	0	2,822,000
Total SF Remaining	100,000	341,000	3,987,000	3,500,000	6,928,000
Floor Area Ratio (FAR)	0.02	0.25	0.00	-	N/A
Max FAR Permitted	0.40	0.40	2.0	2.0	N/A

\*Total SF at Rail Service not to exceed 9,750,000

\*\*Max FAR is combined for I-TDSA & O-TDSA

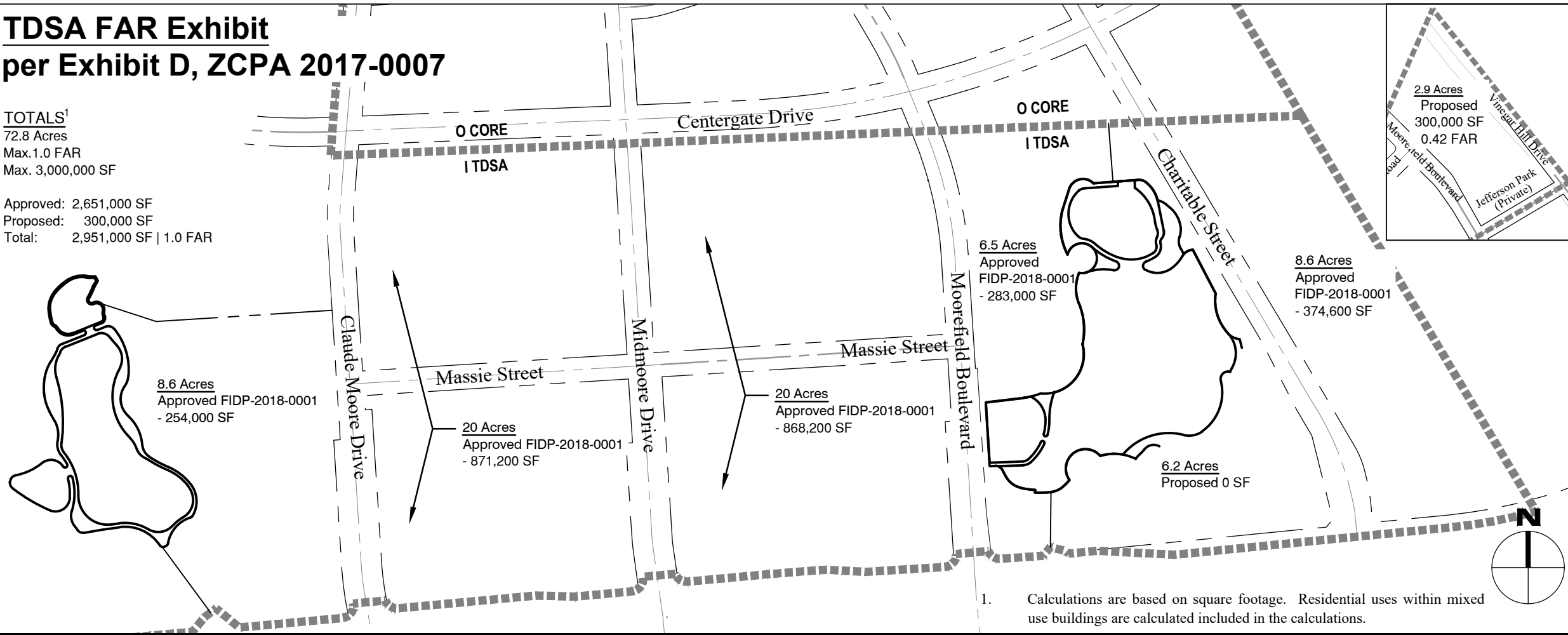
FIDP 2022-0002	SF	FAR	OTDSA	ITDSA	OCORE	ICORE	Total
<i>In Review</i>	-	-	8,000	13,000	-	-	21,000
	-	-	0.001	0.004	-	-	N/A
FIDP 2018-0001	SF	FAR	-	2,651,000	-	-	2,651,000
<i>Approved</i>	-	-	-	0.25	-	-	N/A
FIDP 2010-0002	SF	FAR	-	1,865,000	82,500	-	1,947,500
<i>Approved</i>	-	-	-	0.18	0.02	-	N/A
FIDP 2004-0002	SF	FAR	150,000	-	-	-	150,000
<i>Approved</i>	-	-	0.02	-	-	-	N/A

\*All Non-residential SF approved with FIDP-2010-0002 was vacated as part of FIDP-2018-0001.

Plotfile: Sep 01, 2022 at 10:34am \\net-15\resburg\Projects\50058973\CAD\Civil\Planning-na\Deliverables\2022-fdp-deliverables\2 PROJECT NOTES & TABULATIONS.dwg

**TDSA FAR Exhibit per Exhibit D, ZCPA 2017-0007**

TOTALS<sup>1</sup>  
72.8 Acres  
Max. 1.0 FAR  
Max. 3,000,000 SF  
Approved: 2,651,000 SF  
Proposed: 300,000 SF  
Total: 2,951,000 SF | 1.0 FAR



Calculations are based on square footage. Residential uses within mixed use buildings are calculated included in the calculations.

REVISION BLOCK	DATE	DESCRIPTION
08/30/22	3rd REFERRAL COMMENTS	
08/11/22	2nd REFERRAL COMMENTS	
06/09/22	1st REFERRAL COMMENTS	

DRAWN BY: JS  
CHECKED BY: RTB

DATE: 3/18/2022

SCALE: N/A

SHEET:

Plotted: Aug 29, 2022 at 5:33pm  
 \\net-rs\resburg\Projects\50058973\CAD\Civil\Planning-na\delivered\2022-fip\delivered\3 PERIMETER PROPERTY LINES.dwg



LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 44°52'32" E	53.86'	L43	S 59°22'06" W	74.00'	L85	N 20°29'35" E	24.38'
L2	S 66°00'35" E	124.20'	L44	N 60°00'00" W	14.25'	L86	S 76°13'52" E	69.52'
L3	N 52°28'25" E	236.10'	L45	S 86°34'39" W	50.51'	L87	S 23°29'32" E	43.63'
L4	N 75°37'54" W	16.97'	L46	S 66°06'57" W	17.51'	L88	S 18°54'57" E	108.61'
L5	N 30°37'54" W	97.18'	L47	S 21°06'57" W	18.78'	L89	N 87°04'37" W	194.29'
L6	N 45°07'28" W	54.69'	L48	S 87°40'47" W	246.42'	L90	S 84°20'45" W	43.20'
L7	S 00°37'54" E	212.44'	L49	N 45°24'16" W	17.75'	L91	N 76°20'33" W	47.31'
L8	S 16°34'46" W	16.88'	L50	S 89°35'44" W	62.10'	L92	N 10°54'13" E	20.18'
L9	S 30°37'54" E	64.00'	L51	S 44°35'44" W	22.02'	L93	N 42°29'45" E	40.49'
L10	S 75°37'54" E	16.97'	L52	N 43°46'41" W	17.99'	L94	N 66°07'00" E	12.00'
L11	S 59°22'06" W	64.00'	L53	N 04°45'50" E	267.68'	L95	N 72°08'25" W	4.62'
L12	S 59°22'06" W	111.08'	L54	N 46°07'13" E	16.59'	L96	N 27°28'38" W	135.00'
L13	S 85°52'53" W	45.32'	L55	N 89°47'34" E	0.49'	L97	S 62°31'22" W	17.49'
L14	N 13°58'57" W	50.45'	L56	N 00°12'26" W	64.00'	L98	N 11°16'04" W	78.45'
L15	N 03°19'07" E	16.94'	L57	N 47°20'41" W	16.33'	L99	S 85°41'13" W	82.97'
L16	S 81°16'57" E	15.95'	L58	N 25°36'35" W	54.96'	L100	S 17°36'56" W	57.51'
L17	N 53°05'34" E	64.00'	L59	N 16°52'46" E	16.21'	L101	S 63°00'49" W	26.25'
L18	N 09°59'33" E	16.88'	L60	N 59°22'06" E	8.61'	L102	S 64°19'50" E	3.82'
L19	N 33°06'28" W	64.00'	L61	N 30°37'54" W	74.00'	L103	S 25°40'10" W	23.00'
L20	N 83°08'41" W	14.59'	L62	N 73°07'14" W	17.70'	L104	S 64°19'50" E	3.82'
L21	S 76°06'35" E	15.72'	L63	N 25°36'35" W	298.14'	L105	S 83°11'11" W	131.77'
L22	S 30°37'54" E	1.12'	L64	N 16°52'46" E	16.21'	L106	S 04°00'13" E	349.89'
L23	N 59°22'06" E	53.00'	L65	N 59°22'06" E	7.73'	L107	S 84°44'45" W	14.22'
L24	N 30°37'54" W	1.21'	L66	N 30°37'54" W	64.00'	L108	N 86°23'44" W	204.52'
L25	N 14°22'06" E	15.56'	L67	N 73°07'14" W	17.70'	L109	N 86°45'58" W	100.70'
L26	N 59°22'06" E	165.54'	L68	N 25°36'35" W	298.14'	L110	S 84°44'45" W	207.19'
L27	S 67°30'45" E	19.20'	L69	N 16°52'46" E	16.21'	L111	S 84°44'45" W	83.43'
L28	S 30°37'54" E	72.04'	L70	N 59°22'06" E	8.61'	L112	S 84°44'45" W	147.70'
L29	S 30°37'54" E	122.20'	L71	N 30°37'54" W	74.00'	L113	N 88°24'41" W	100.72'
L30	S 30°37'54" E	66.54'	L72	N 73°07'14" W	17.70'	L114	S 84°44'45" W	360.96'
L31	S 30°37'54" E	74.00'	L73	N 25°36'35" W	185.55'	L115	N 28°59'29" W	30.89'
L32	S 30°37'54" E	211.30'	L74	N 13°58'57" W	81.13'	L116	N 06°55'12" W	2.70'
L33	S 27°17'37" E	34.43'	L75	N 85°52'53" E	28.28'	L117	N 03°35'51" W	360.87'
L34	S 59°12'40" W	47.20'	L76	N 59°22'06" E	111.08'	L118	N 24°08'23" E	46.93'
L35	S 59°12'40" W	54.00'	L77	N 59°22'06" E	64.00'	L119	N 85°59'47" E	0.77'
L36	N 59°12'40" W	47.27'	L78	N 59°22'06" E	307.89'	L120	N 04°00'13" W	64.00'
L37	S 30°37'54" E	49.18'	L79	S 45°50'46" E	16.62'	L121	N 32°17'19" W	46.15'
L38	N 59°22'06" E	74.00'	L80	N 89°09'14" E	72.03'	L122	N 03°35'51" W	409.17'
L39	N 30°37'54" W	49.18'	L81	N 44°09'14" E	20.19'	L123	N 04°45'50" E	10.56'
L40	N 64°36'19" E	70.81'	L82	N 87°40'47" E	237.71'	L124	N 46°13'19" E	29.13'
L41	S 59°22'06" W	120.30'	L83	S 64°04'21" E	13.44'			
L42	N 30°37'54" W	9.98'	L84	N 84°55'06" E	73.76'			

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	TANGENT	BEARING	CHORD
C1	14°29'34"	1044.00'	264.08'	132.75'	N 37°58'41" W	263.37'
C2	13°45'11"	313.00'	75.18'	37.77'	S 07°30'45" E	75.00'
C3	27°26'33"	387.00'	185.36'	94.49'	S 14°21'11" E	183.59'
C4	90°00'00"	12.50'	19.63'	12.50'	S 14°22'06" W	17.68'
C5	90°00'00"	12.00'	18.85'	12.00'	N 75°37'54" W	16.97'
C6	90°00'00"	12.00'	18.85'	12.00'	S 14°22'06" W	16.97'
C7	26°30'47"	313.00'	144.84'	73.74'	S 72°37'29" W	143.55'
C8	80°08'10"	12.00'	16.78'	10.09'	N 54°03'02" W	15.45'
C9	27°35'29"	637.00'	306.75'	156.41'	N 27°46'42" W	303.80'
C10	6°27'23"	2268.00'	255.57'	127.92'	N 51°26'21" E	255.43'
C11	0°21'03"	768.00'	4.70'	2.35'	S 37°04'57" E	4.70'
C12	0°01'56"	832.00'	0.47'	0.23'	N 36°55'24" W	0.47'
C13	0°00'43"	2268.00'	0.47'	0.23'	N 56°53'10" E	0.47'
C14	0°16'17"	2332.00'	11.04'	5.52'	S 56°45'23" W	11.04'
C15	20°59'44"	832.00'	304.88'	154.17'	N 53°22'55" W	303.18'
C16	1°37'10"	4577.73'	129.39'	64.70'	N 23°44'59" E	129.38'
C17	19°43'25"	462.37'	159.17'	80.38'	N 32°48'06" E	158.38'
C18	15°47'54"	569.21'	156.95'	78.98'	N 50°33'46" E	156.45'
C19	67°50'54"	12.00'	14.21'	8.07'	S 86°42'27" E	13.39'
C20	20°00'00"	312.00'	108.91'	55.01'	S 40°37'54" E	108.36'
C21	20°00'00"	238.00'	83.08'	41.97'	S 40°37'54" E	88.66'
C22	90°00'00"	12.00'	18.85'	12.00'	S 14°22'06" W	16.97'
C23	90°00'00"	12.00'	18.85'	12.00'	N 75°37'54" E	16.97'
C24	47°07'43"	103.00'	84.72'	44.92'	S 13°33'06" W	88.35'
C25	13°35'12"	335.00'	79.44'	39.91'	S 52°25'04" W	79.25'
C26	13°39'48"	335.00'	79.30'	39.84'	N 65°59'34" E	79.12'
C27	48°13'30"	103.00'	86.69'	46.10'	S 75°28'00" E	84.16'
C28	30°50'50"	103.00'	91.41'	48.96'	N 12°53'32" E	88.44'
C29	2°58'10"	2265.00'	117.39'	58.71'	S 61°01'11" W	117.38'
C30	86°51'50"	21.00'	31.84'	19.88'	N 74°03'49" W	28.87'
C31	70°58'43"	21.00'	26.02'	14.97'	S 04°51'27" W	24.38'
C32	10°09'10"	2263.00'	401.00'	201.03'	S 70°19'44" W	400.48'
C33	10°02'51"	2263.00'	396.85'	198.93'	S 82°39'22" E	396.34'
C34	21°07'40"	537.00'	198.02'	100.15'	N 15°02'45" W	196.90'
C35	11°37'37"	1163.00'	236.01'	118.41'	N 19°47'46" W	235.60'
C36	99°51'50"	12.00'	20.92'	14.27'	N 35°56'58" E	18.37'
C37	26°30'47"	387.00'	179.08'	91.17'	N 72°37'29" E	177.49'
C38	90°00'00"	12.00'	18.85'	12.00'	S 75°37'54" E	16.97'
C39	30°50'50"	103.00'	91.41'	48.96'	N 14°22'06" E	16.97'
C40	10°30'43"	2337.00'	428.77'	214.99'	N 82°25'26" E	428.17'
C41	8°53'53"	2337.00'	362.94'	181.84'	N 70°20'27" E	362.58'
C42	14°05'14"	446.86'	109.87'	55.21'	S 11°52'19" E	109.59'
C43	8°34'38"	100.00'	14.97'	7.50'	S 88°38'04" W	14.96'
C44	55°47'58"	100.00'	97.39'	52.95'	S 75°45'28" W	93.59'
C45	39°05'24"	51.50'	35.14'	18.28'	N 37°44'29" E	34.46'
C46	9°09'32"	263.00'	42.04'	21.07'	N 88°31'56" E	42.00'
C47	41°27'26"	79.00'	57.16'	29.90'	N 63°13'28" E	55.92'
C48	214°27'44"	26.50'	99.19'	85.44'	N 49°24'59" E	50.62'
C49	51°30'08"	100.50'	90.34'	48.48'	N 88°14'00" E	87.33'
C50	40°09'51"	71.00'	49.77'	28.96'	S 03°48'05" E	48.76'
C51	64°20'45"	59.00'	66.26'	37.12'	N 08°17'22" E	62.83'
C52	14°10'42"	127.50'	31.55'	15.86'	N 66°53'57" W	31.47'
C53	60°07'57"	148.00'	155.33'	85.68'	N 73°57'57" E	148.30'
C54	49°21'47"	67.50'	58.15'	31.02'	N 79°21'02" E	56.37'
C55	69°00'24"	131.50'	158.38'	90.39'	N 20°09'56" E	148.98'
C56	122°11'51"	11.00'	23.46'	19.93'	N 46°45'40" E	19.26'
C57	12°01'18"	84.50'	17.73'	8.90'	N 23°52'14" E	17.70'
C58	72°44'13"	82.00'	104.10'	60.39'	N 06°29'14" W	97.25'
C59	51°56'49"	119.50'	108.34'	58.22'	N 16°52'56" W	104.67'
C60	29°15'00"	35.00'	17.87'	9.13'	S 47°53'56" W	17.67'
C61	15°22'26"	137.00'	36.76'	18.49'	S 40°57'35" W	36.65'
C62	61°01'26"	54.00'	57.52'	31.83'	S 79°09'36" W	54.84'
C63	141°42'24"	10.00'	24.73'	28.80'	N 00°31'35" E	18.89'
C65	87°37'35"	43.00'	65.76'	41.25'	S 27°33'59" W	59.54'
C66	39°40'31"	26.00'	18.00'	9.38'	N 08°34'11" E	17.65'
C67	40°52'58"	86.25'	61.54'	32.15'	N 31°42'33" W	60.24'
C68	42°09'45"	32.85'	24.17'	12.66'	N 73°13'55" W	23.63'
C69	24°01'33"	112.00'	46.97'	23.83'	N 82°18'01" W	46.62'
C70	92°05'50"	41.25'	66.31'	42.79'	S 63°39'51" W	59.40'
C71	49°45'35"	163.54'	130.61'	69.01'	S 08°29'03" E	127.17'
C72	286°27'01"	35.43'	177.18'	26.48'	S 38°02'17" E	42.42'
C73	46°17'30"	108.47'	87.63'	46.37'	S 01°01'58" W	85.27'
C74	34°41'36"	175.07'	106.01'	54.68'	S 04°46'00" E	104.39'
C75	52°39'21"	18.50'	17.00'	9.15'	S 89°20'30" W	16.41'
C76	102°06'15"	18.50'	32.97'	22.89'	S 13°16'42" E	28.78'
C77	45°24'45"	161.57'	128.06'	67.61'	S 60°28'48" W	124.73'
C78	87°11'23"	53.50'	50.94'	39.35'	S 29°35'29" W	73.78'
C79	89°10'29"	32.00'	49.80'	31.54'	S 41°48'29" W	44.93'
C80	1°45'37"	5090.00'	156.37'	78.19'	S 85°37'33" W	156.36'
C81	73°39'55"	32.00'	41.14'	23.97'	N 58°29'18" W	38.37'
C82	99°22'46"	32.00'	53.29'	35.15'	S 37°03'22" W	47.33'
C83	36°11'05"	32.00'	20.21'	10.45'	N 77°09'43" W	19.88'
C84	3°19'21"	1950.00'	113.07'	56.55'	N 05°15'32" E	113.06'
C85	8°21'41"	766.00'	111.79'	55.99'	N 00°34'59" E	111.69'



PERIMETER PROPERTY LINES

MOOREFIELD  
 FINAL DEVELOPMENT PLAN

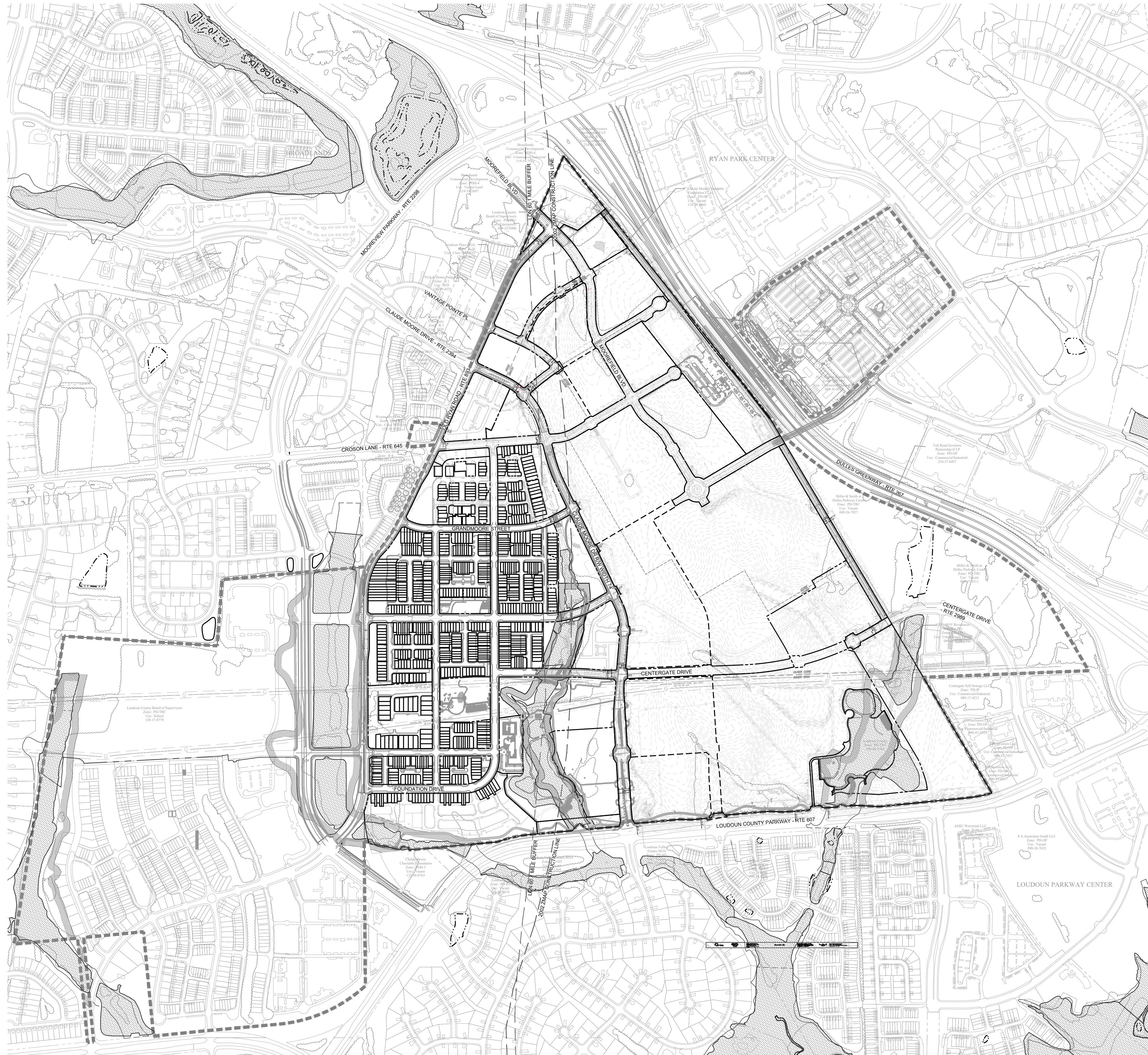
BROAD RUN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA

REVISION BLOCK	DATE	DESCRIPTION
06/30/22	3rd REFERRAL COMMENTS	
08/11/22	2nd REFERRAL COMMENTS	
06/09/22	1st REFERRAL COMMENTS	

DRAWN BY: JS  
 CHECKED BY: RTB  
 DATE: 3/18/2022

SCALE: 1" = 300



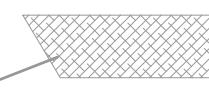
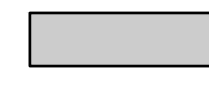
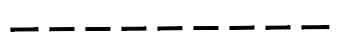


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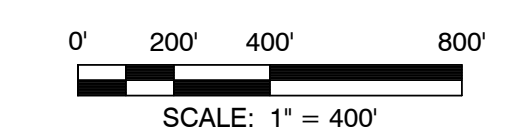
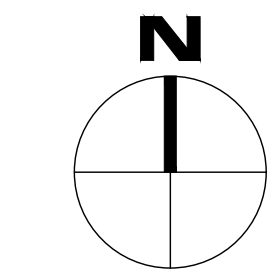


**General Notes**

1. The topographic information shown hereon was taken from an aerial survey by Quantum Spatial, dated 03.05.2020 and has a contour interval of 1 foot (USGS datum NAVD 88).
2. There is no floodplain on the property that is subject of this final development plan application. The current Flood Insurance Rate Map (FIRM) of Loudoun County Community Panel Numbers for the property that is subject of this application are 51107C0263E and 51107C0380E, effective February 17, 2017. The depicted boundary of the existing floodplain is based on the FIRM.
3. Regulated waters and wetlands shown are based on a wetland delineation conducted by Wetland Studies and Solutions, Inc. and confirmed by Army Corps of Engineers Jurisdictional Determination #01-B1056, issued April 27, 2001. The original wetland permit for Moorefield expired on 06-27-2021. A new DEQ VWP Individual Permit #21-0454 has been obtained for the Moorefield property dated August 2, 2021 and expiring August 1, 2036. The existing U.S. Corps of Engineers (COE) Individual permit (NAO-2005-03591) was extended with an authorization dated August 6, 2021 and will expire on June 27, 2026.
4. Any development within the AI (Airport Impact Overlay District) overlay district shall conform to Section 4-1400.

**Existing Conditions Legend:**

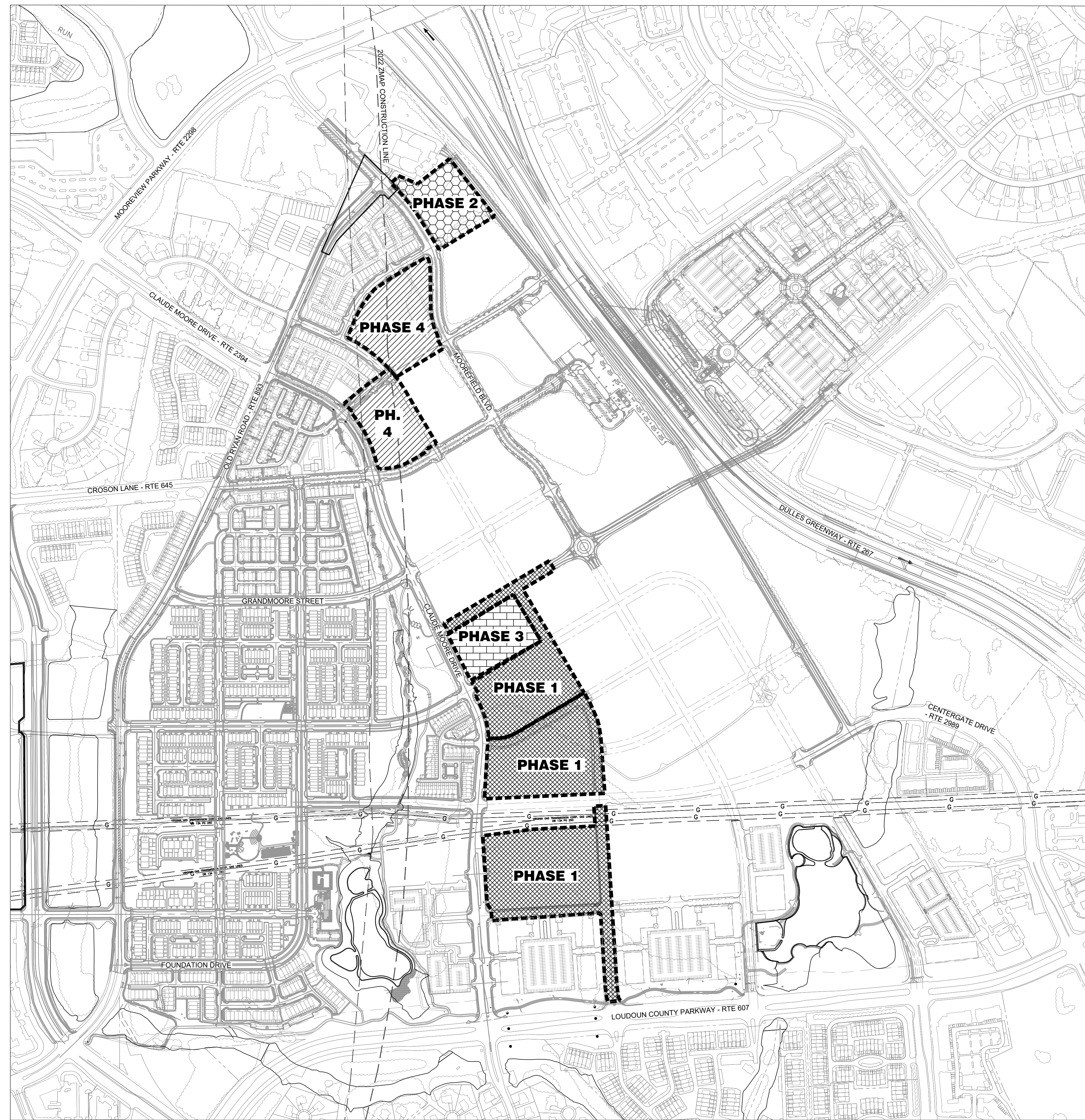
-  Existing Treeline
-  Existing Field Located Wetland Area-Per Wetland Studies and Solutions Field Delineation
-  Existing Floodplain Limits
-  RSCOD Policy Areas (PER ZCPA-2017-0007)
-  Limits of FIDP 2022-0002
-  PD-TRC Zoning Limits
-  Existing Minor Floodplain



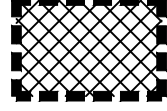

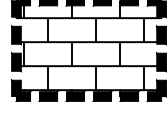
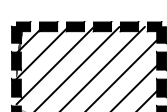
REVISION BLOCK	DATE	DESCRIPTION
	08/30/22	3rd REFERRAL COMMENTS
	08/11/22	2nd REFERRAL COMMENTS
	06/09/22	1st REFERRAL COMMENTS

**DRAWN BY:** JS  
**CHECKED BY:** RTB  
**DATE:** 3/18/2022  
**SCALE:** AS NOTED  
**SHEET:**  
**4 OF 21**  
 FILE NO. 50058973

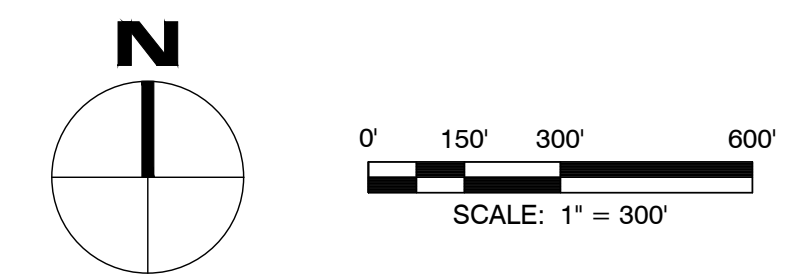
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 \\net-15.versburg.projects\50058973\CAD\Civil\Planning-na\deliverables\2022-fdp\deliverables\5 OVERVIEW & PHASING PLAN.dwg



Moorefield Station FIDP 2022-0002

	Estimated Completion Date
 Phase 1	2025 (Subject to market conditions)
 Phase 2	2027 (Subject to market conditions)
 Phase 3	2029 (Subject to market conditions)
 Phase 4	2032

- Notes:
1. The phasing of construction shall not exceed the proffered maximums with in each phase of development.
  2. The final sequencing of construction is represented with the phases shown on this sheet. Overlaps in construction may occur.
  3. The applicant reserves the right to facilitate development of the property's infrastructure.
  4. The stormwater ponds within the limits of the FIDP have already been constructed.



REVISION BLOCK
08/30/22 3rd REFERRAL COMMENTS
08/11/22 2nd REFERRAL COMMENTS
06/09/22 1st REFERRAL COMMENTS
DRAWN BY: JS
CHECKED BY: RTB
DATE: 3/18/2022
SCALE: 1" = 300'
SHEET: 5 OF 21
FILE NO. 50058973

**MOOREFIELD**  
 FINAL DEVELOPMENT PLAN  
 BROAD RUN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA

OVERVIEW & PHASING PLAN



Plotted: Aug 29, 2022 at 8:45pm  
 View: vs verburg Projects\50058973\CAD\Civil\Planning-to-deliverables\2022-fdp-deliverables\OVERALL\_APPROVAL\_PLAN.dwg

**Total - Residential**

	OTDSA	ITDSA	OCORE	ICORE	Total
Total Area (Acres)	200.71	243.86	75.98	76.5	597.05
Max DU's Permitted	1,000	1,750	2,000	2,000	6,000
Total Approved DU's (incl. 2018 FIDP)	982	1,300	46	0	2,328
Total DU's Remaining	18	450	1,954	2,000	3,672
DU's/Acre	4.89	5.33	0.61	0.00	0

\*Total Units at Rail Service not to exceed 6000

FIDP 2018-0001	SFD	SFA (incl. ADU's)	MF (incl. ADU's)	MF ADU	Total DU's	Area (Acres)*	DU's/Acre
Approved	-	-	-	-	-	-	-
	-	175	-	-	175	-	-
	-	7	-	-	7	-	-
	-	518	46	-	564	-	-
	-	34	-	-	34	-	-
	-	693	46	-	739	-	-
	-	148.05	21.08	-	169.13	-	-
	-	4.68	2.18	-	-	-	-

\*Sub-Area limits were adjusted as part of ZCPA-2014-0002.  
 \*\*38 units provided at site plan

FIDP 2010-0002	SFD	SFA (incl. ADU's)	MF (incl. ADU's)*	MF ADU	Total DU's	Area (Acres)	DU's/Acre
Approved	-	-	-	-	-	-	-
	-	599	-	-	599	-	-
	-	41	-	-	41	-	-
	-	-	583	180	763	-	-
	-	-	64	29	93	-	-
	-	599	583	180	1,362	-	-
	-	157.67	26.4	2.77	184.07	-	-
	-	3.80	22.08	-	-	-	-

\*MF DU's approved with FIDP-2010-0002 have been vacated as part of FIDP-2018-0001.

FIDP 2004-0002	SFD	SFA (incl. ADU's)	MF (incl. ADU's)	MF ADU	Total DU's	Area (Acres)	DU's/Acre
Approved	50	518	414	28	982	157.67	6.23
	-	8	-	-	8	26.4	0.30
	-	2	-	-	2	2.77	0.72
	-	414	-	-	414	-	-
	-	35	-	-	35	-	-
	-	2	-	-	2	-	-
	-	28	-	-	28	-	-
	-	982	-	-	982	-	-
	-	157.67	26.4	2.77	184.07	-	-
	-	0.05	-	-	-	-	-

Additional approved FIDP's: FIDP-2010-0001; FIDP-2013-0001; FIDP-2016-0001; FIDP-2016-0003  
 These approvals do not count towards SF or DU limits

**Total - Non-Residential (Ultimate per FIDP-2018-0001)**

	OTDSA	ITDSA	OCORE	ICORE	Total
Total Area (Acres)	200.71	243.86	75.98	76.5	597.05
Max SF Permitted	250,000	3,000,000	4,000,000	3,500,000	9,750,000
Total Approved SF (incl. 2018 FIDP)	150,000	2,921,000	0	0	3,071,000
Total SF Remaining	100,000	79,000	4,000,000	3,500,000	6,679,000
Floor Area Ratio (FAR)	0.02	0.27	-	-	-
Max FAR Permitted	0.40	0.40	2.0	2.0	N/A

\*Total SF at Rail Service not to exceed 9,750,000  
 \*Max FAR is combined for I-TDSA & O-TDSA

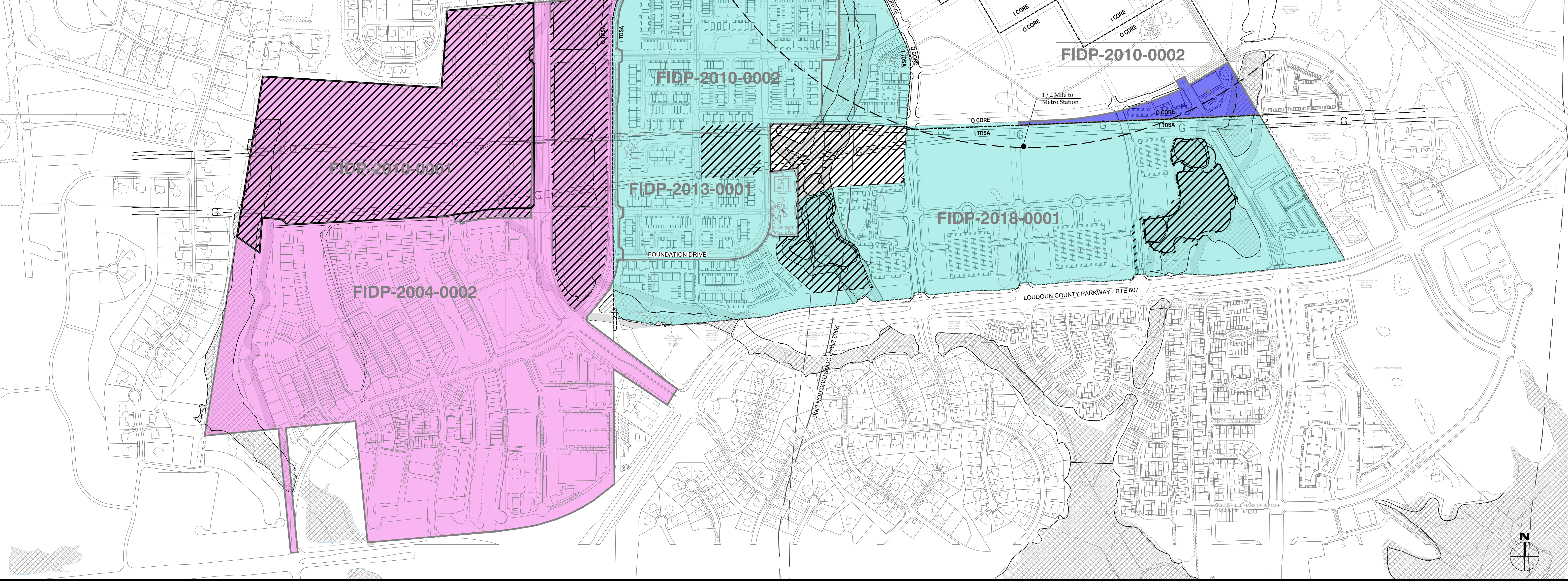
FIDP 2018-0001	SF	FAR	Total SF
Approved	-	-	-
	2,921,000	0.27	2,921,000
	-	-	N/A

\*Total SF is Ultimate proposed, not Interim condition

FIDP 2010-0002	SF	FAR	Total SF
Approved	-	-	-
	1,865,000	0.18	82,500
	-	-	1,947,500

\*All Non-residential SF approved with FIDP-2010-0002 have been vacated as part of FIDP-2018-0001.

FIDP 2004-0002	SF	FAR	Total SF
Approved	150,000	0.02	150,000
	-	-	N/A



**LEGEND**

- PUBLIC / GOVERNMENT USE
- I-CORE FIDP's
- O-CORE FIDP's
- I-TDSA FIDP's
- O-TDSA FIDP's

**Dewberry**  
 Dewberry Engineers Inc.  
 1508 Edwards Ferry Road  
 Suite 200  
 Silver Spring, MD 20910  
 703.771.8000

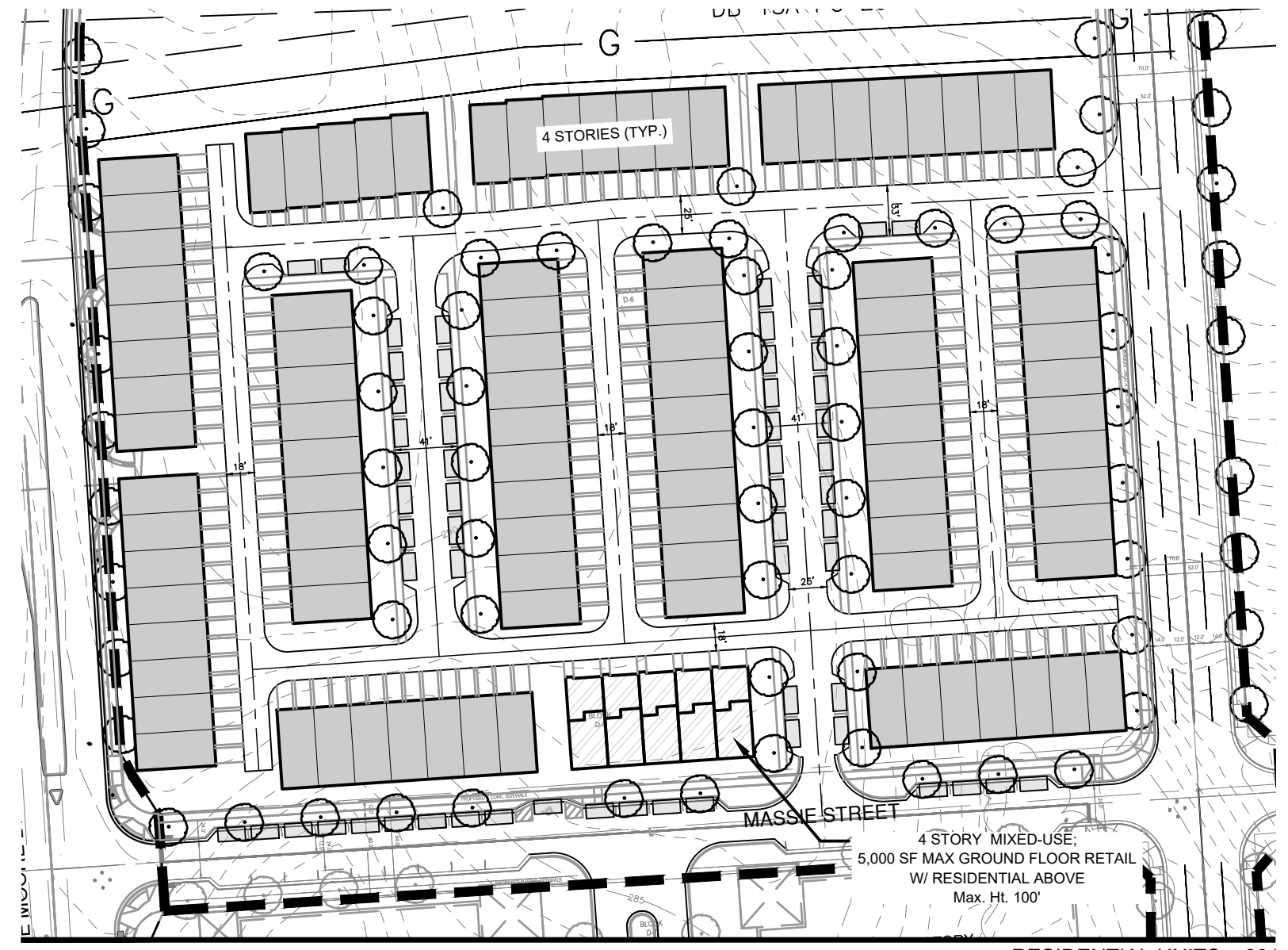
**MOOREFIELD**  
 FINAL DEVELOPMENT PLAN  
 BROAD RUN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA

**PREVIOUS FIDP APPROVALS**

REVISION BLOCK	DATE	COMMENTS
08/30/22	3rd REFERRAL COMMENTS	
08/11/22	2nd REFERRAL COMMENTS	
06/09/22	1st REFERRAL COMMENTS	

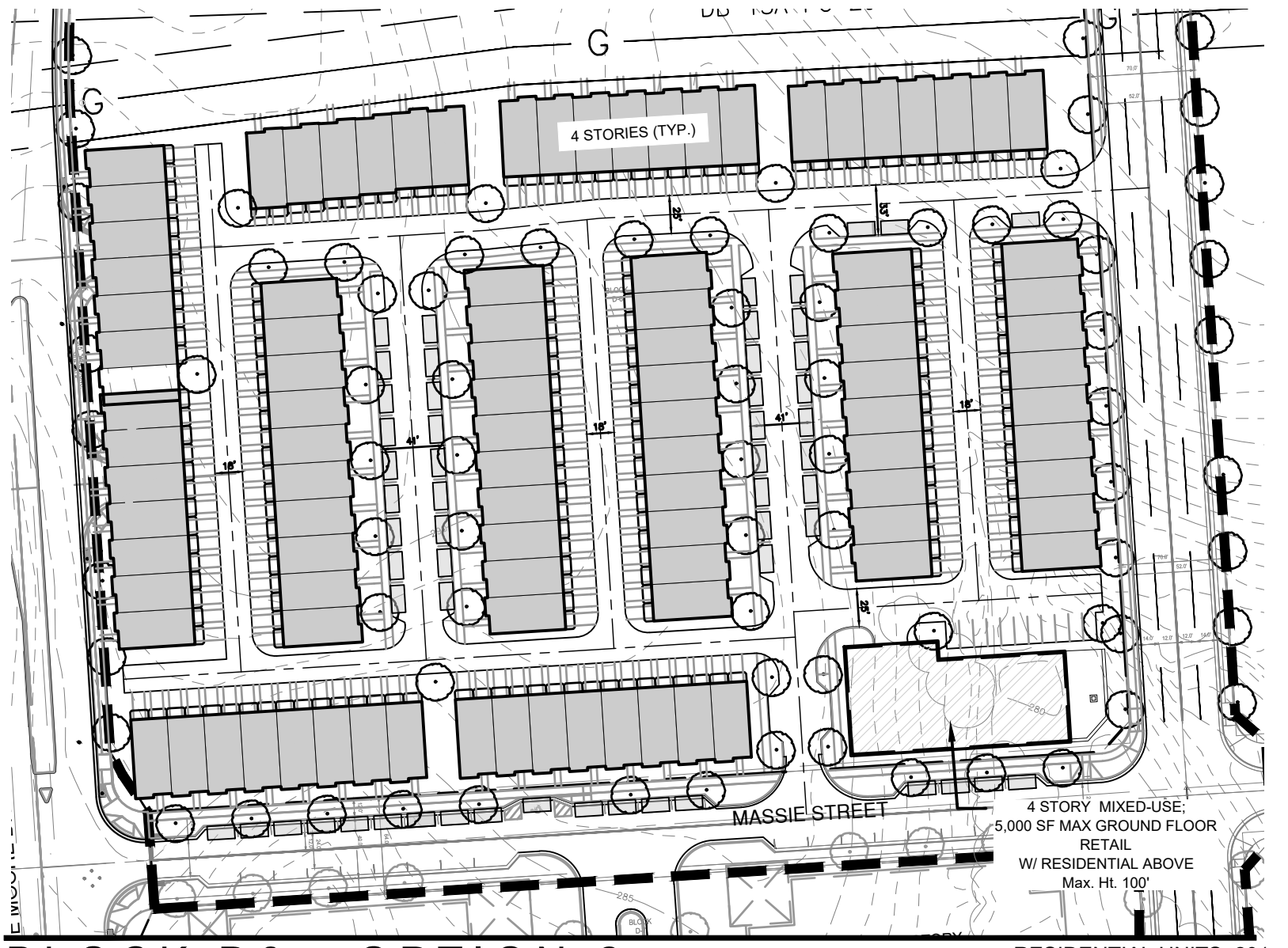
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**FILE NO.:** 50058973

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**BLOCK D6 - OPTION 1**  
 SCALE: 1" = 100'-0"

RESIDENTIAL UNITS: 201  
 NON-RESIDENTIAL UNITS: 5,000 SF  
 PARKING SPACES PROVIDED  
 GARAGE PARKING: 206  
 DRIVEWAY: 190  
 SURFACE PARKING: 56  
 TOTAL SPACES: 458



**BLOCK D6 - OPTION 2**  
 SCALE: 1" = 100'-0"

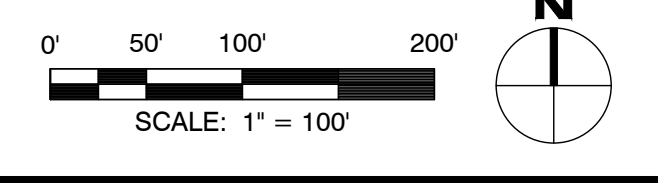
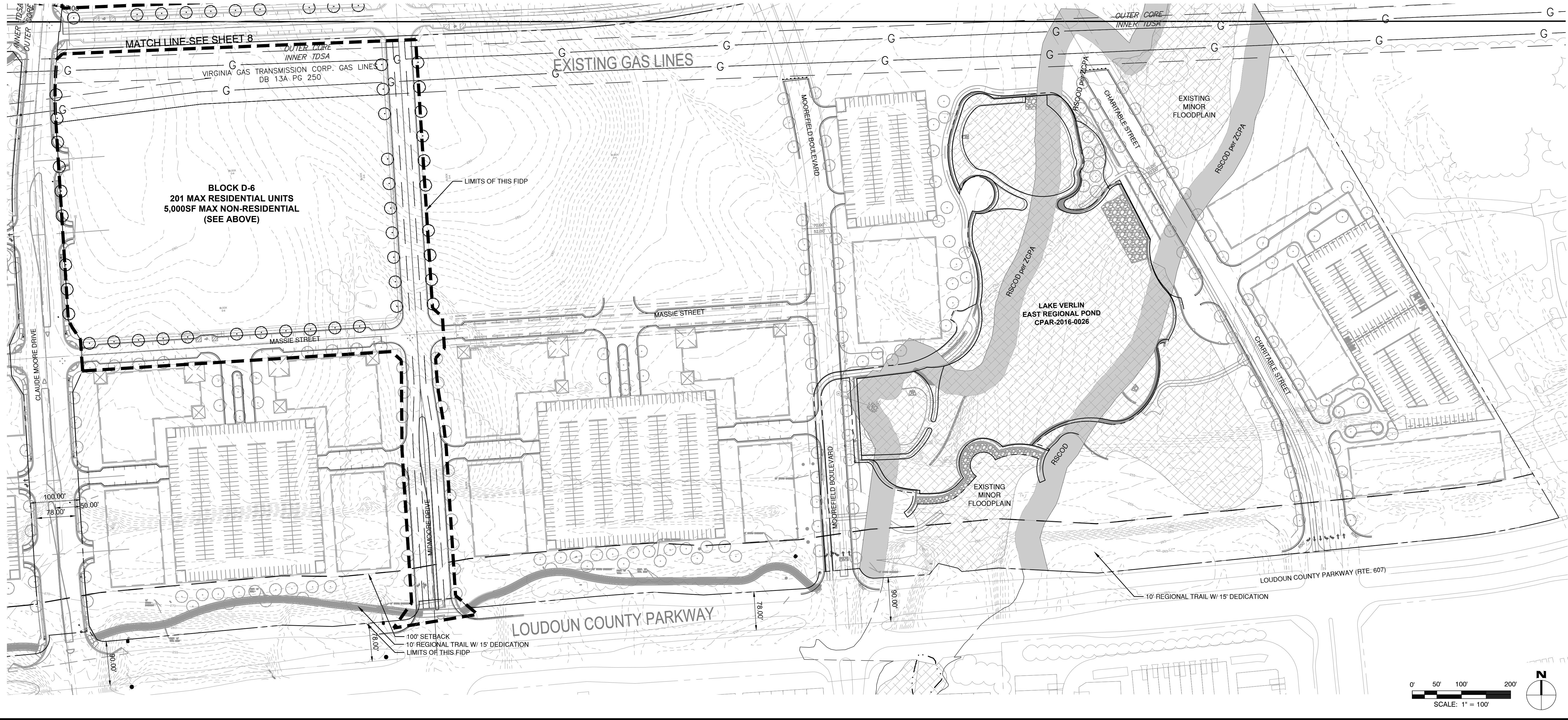
RESIDENTIAL UNITS: 201  
 NON-RESIDENTIAL UNITS: 5,000 SF  
 PARKING SPACES PROVIDED  
 GARAGE PARKING: 208  
 DRIVEWAY: 186  
 SURFACE PARKING: 68  
 TOTAL SPACES: 462

**Legend**

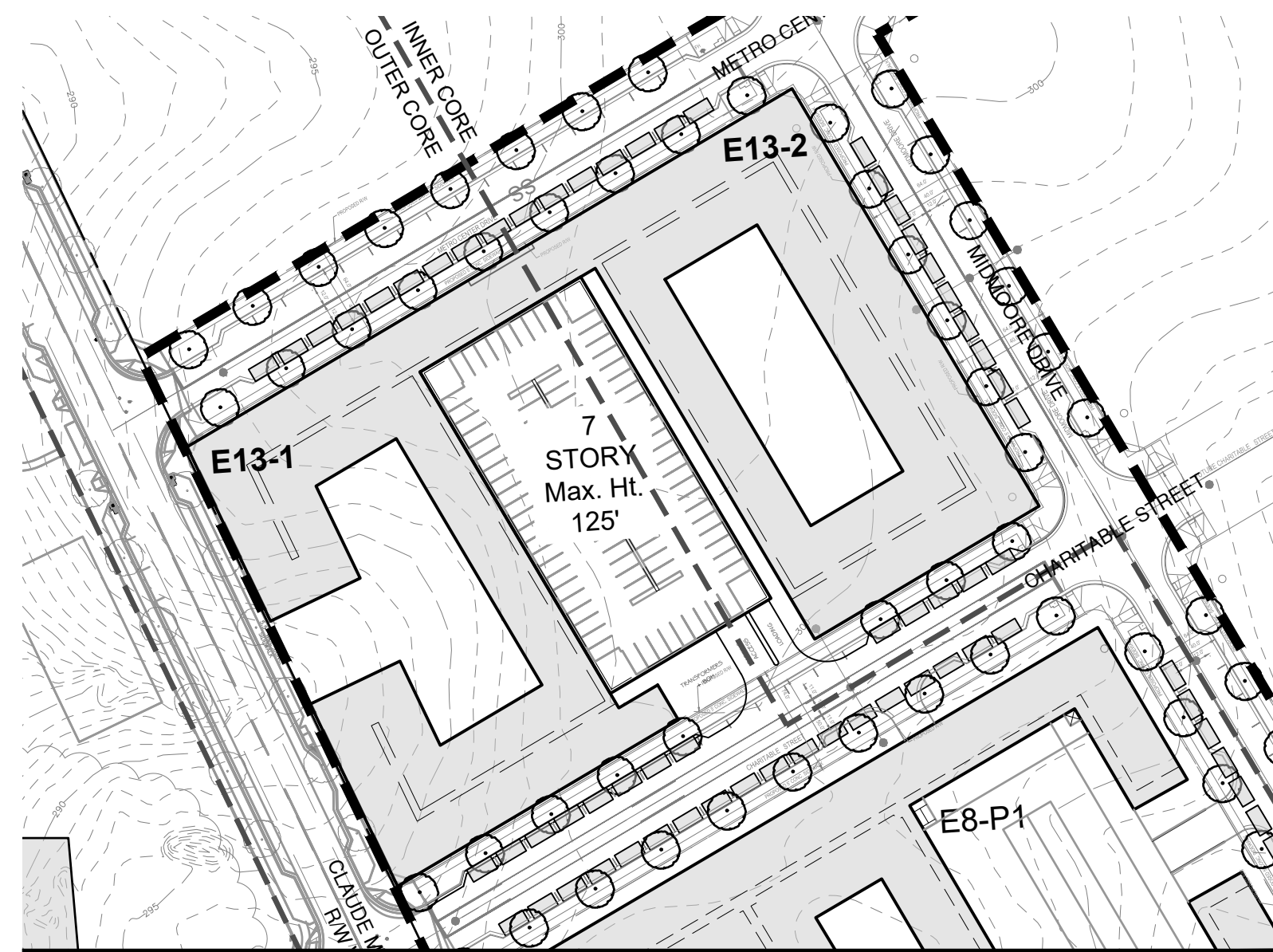
- Multi-Family (4 Stories Min.)
- Mixed-Use
- Non-Residential
- Public / Private On-Street Parking  
-to serve users inside FIDP 2022-0002 limits, see Note 34 on Sheet 2

**General Note**

1. STREET WIDTHS DEPICTED ON THIS SHEET ARE FOR ILLUSTRATIVE PURPOSES ONLY. STREET SECTIONS ARE FURTHER DETAILED ON SHEETS 17 OF THIS FINAL DEVELOPMENT PLAN. PRIVATE STREETS NOT DEPICTED ON THE CDP APPROVED WITH ZOPA-2017-0007, WILL BE DESIGNED TO MEET APPLICABLE LOUDOUN COUNTY FSM STANDARDS AT TIME OF FINAL SITE PLAN.
2. ON-STREET PARKING ON PRIVATE STREETS DEPICTED WITHIN THE LIMITS OF THIS FIDP WILL BE USED TO MEET UP TO 30% OF THE REQUIRED OFF-STREET PARKING FOR THE DEVELOPMENT APPROVED WITH THIS FIDP. PROVIDED THE PARKING SPACES ARE LOCATED WITHIN 400' OF THE SUBJECT PRINCIPAL USE.
3. OPTIONAL LAYOUTS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL LAYOUT WILL BE DETERMINED AT FINAL SITE PLAN SUBJECT TO THE MAXIMUM DENSITIES IN THIS FIDP.

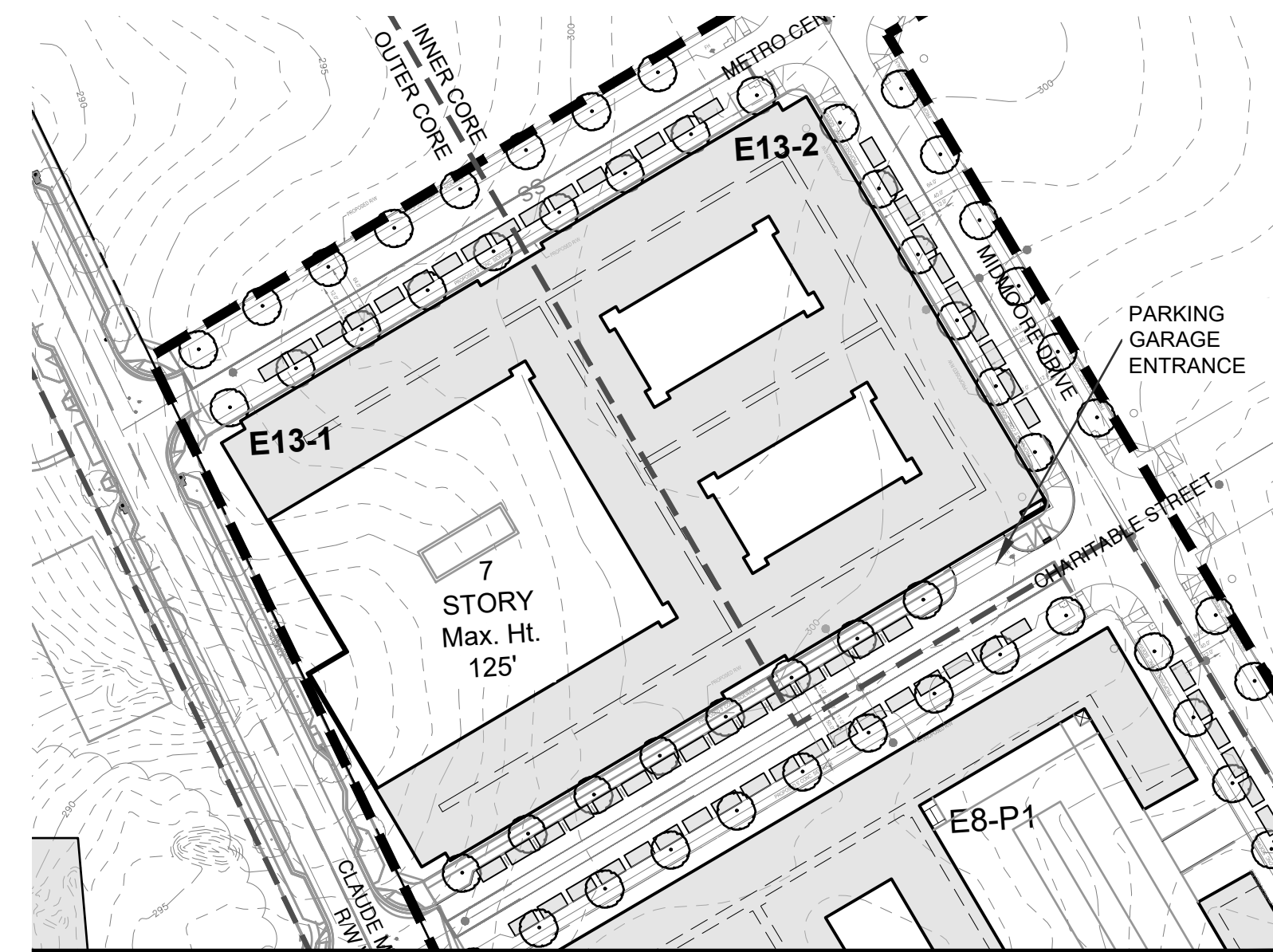


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**BLOCK E13 - OPTION 1**  
 SCALE: 1" = 100'-0"

RESIDENTIAL UNITS (OCORE): 275  
 RESIDENTIAL UNITS (ICORE): 200  
 PARKING SPACES PROVIDED:  
 STRUCTURED PARKING: 758  
 SURFACE PARKING: 39  
 TOTAL SPACES: 797



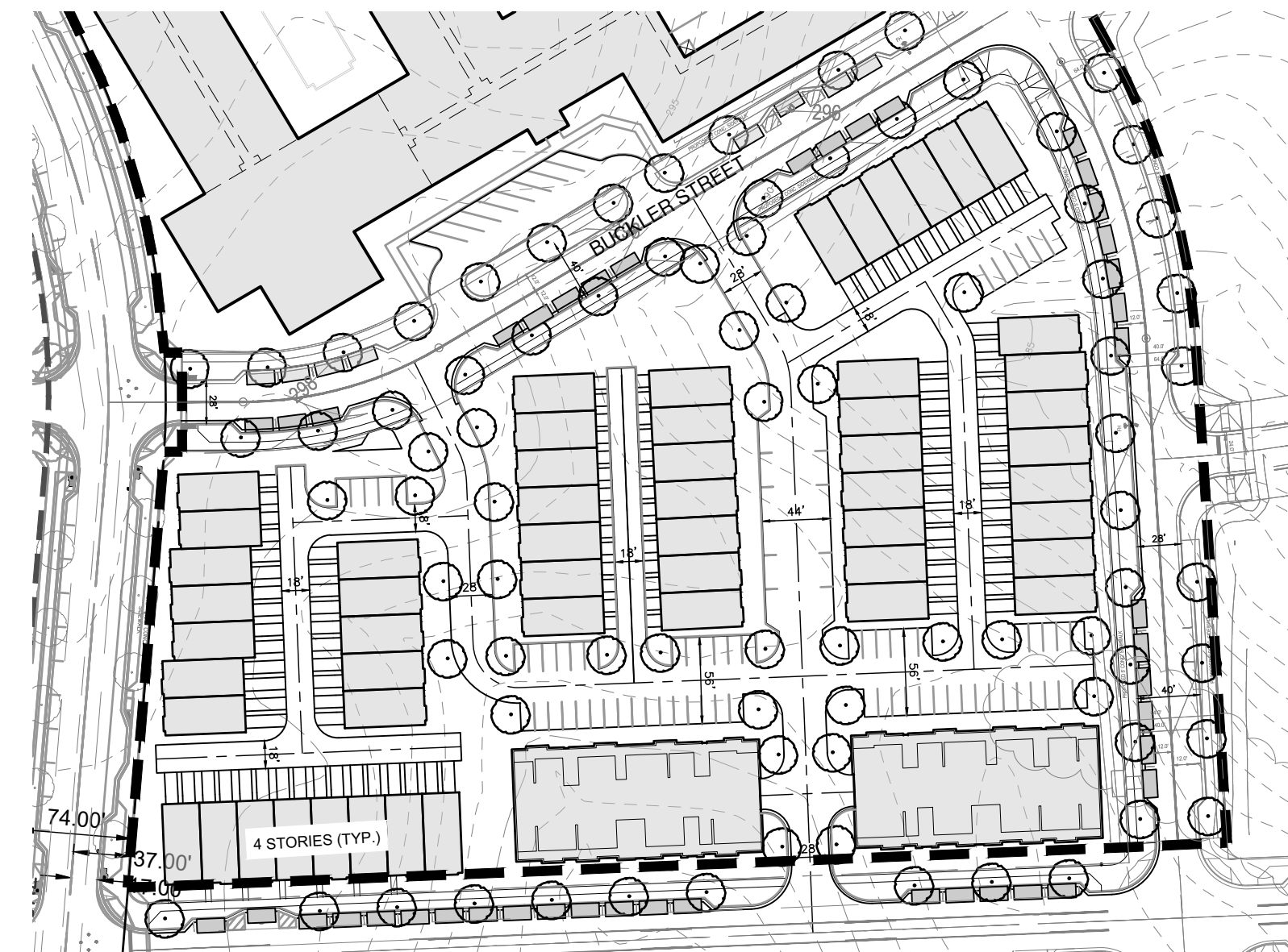
**BLOCK E13 - OPTION 2**  
 SCALE: 1" = 100'-0"

RESIDENTIAL UNITS(OCORE): 233  
 RESIDENTIAL UNITS (ICORE): 200  
 PARKING SPACES PROVIDED:  
 STRUCTURED PARKING: 657  
 SURFACE PARKING: 41  
 TOTAL SPACES : 698



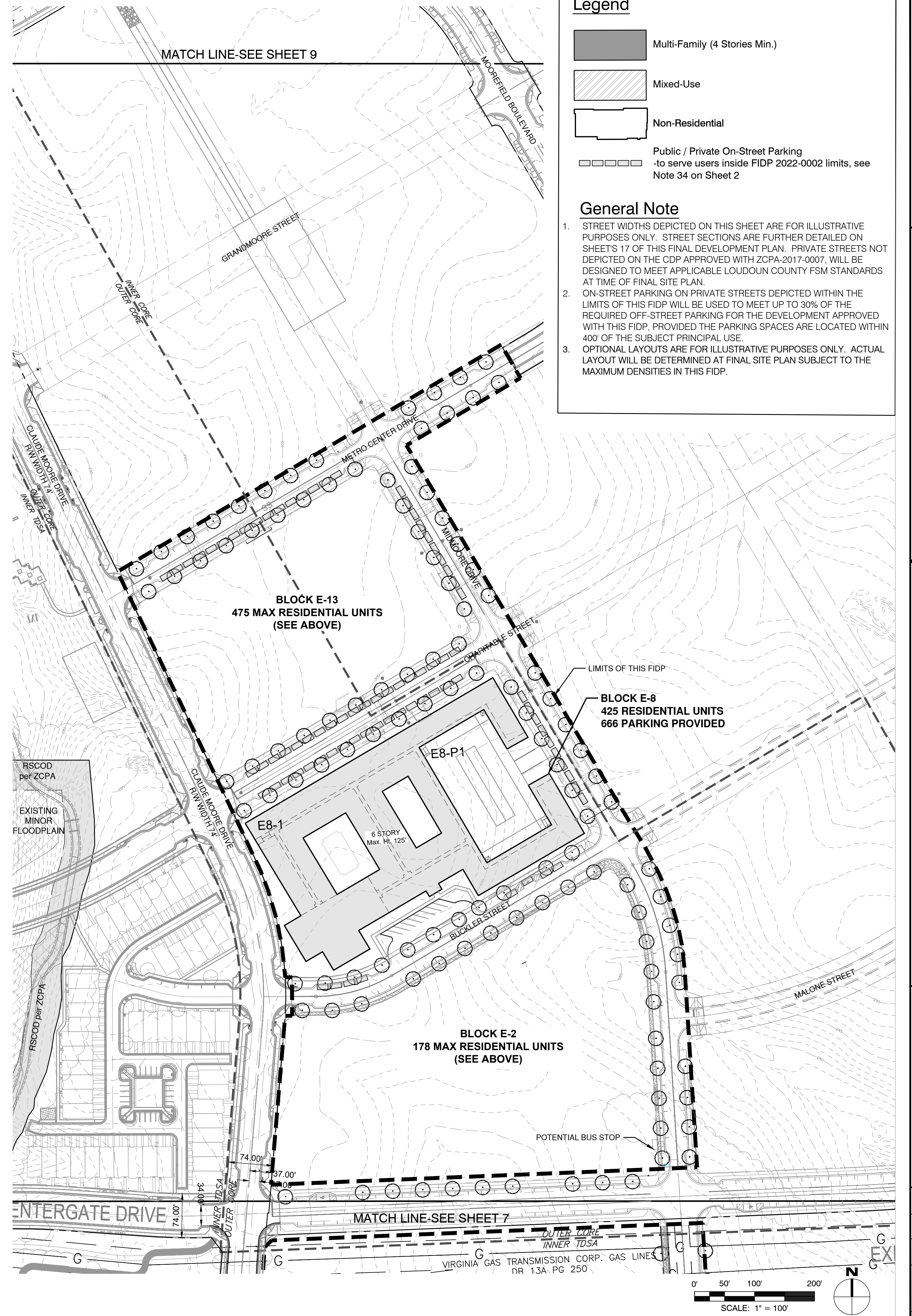
**BLOCK E2 - OPTION 1**  
 SCALE: 1" = 100'-0"

RESIDENTIAL UNITS: 132  
 PARKING PROVIDED:  
 GARAGE: 132  
 DRIVEWAY: 132  
 SURFACE: 94  
 TOTAL : 358



**BLOCK E2 - OPTION 2**  
 SCALE: 1" = 100'-0"

RESIDENTIAL UNITS: 178  
 PARKING PROVIDED:  
 GARAGE: 162  
 DRIVEWAY: 78  
 SURFACE: 123  
 TOTAL : 363



**Legend**

- Multi-Family (4 Stories Min.)
- Mixed-Use
- Non-Residential
- Public / Private On-Street Parking  
-to serve users inside FIDP 2022-0002 limits, see Note 34 on Sheet 2

**General Note**

1. STREET WIDTHS DEPICTED ON THIS SHEET ARE FOR ILLUSTRATIVE PURPOSES ONLY. STREET SECTIONS ARE FURTHER DETAILED ON SHEETS 17 OF THIS FINAL DEVELOPMENT PLAN. PRIVATE STREETS NOT DEPICTED ON THE CDP APPROVED WITH ZCPA-2017-0007, WILL BE DESIGNED TO MEET APPLICABLE LOUDOUN COUNTY FSM STANDARDS AT TIME OF FINAL SITE PLAN.
2. ON-STREET PARKING ON PRIVATE STREETS DEPICTED WITHIN THE LIMITS OF THIS FIDP WILL BE USED TO MEET UP TO 30% OF THE REQUIRED OFF-STREET PARKING FOR THE DEVELOPMENT APPROVED WITH THIS FIDP. PROVIDED THE PARKING SPACES ARE LOCATED WITHIN 400' OF THE SUBJECT PRINCIPAL USE.
3. OPTIONAL LAYOUTS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL LAYOUT WILL BE DETERMINED AT FINAL SITE PLAN SUBJECT TO THE MAXIMUM DENSITIES IN THIS FIDP.

REVISION	BLOCK
06/30/22	3rd REFERRAL COMMENTS
08/11/22	2nd REFERRAL COMMENTS
06/09/22	1st REFERRAL COMMENTS

DRAWN BY: JS  
 CHECKED BY: RTB  
 DATE: 3/18/2022  
 SCALE: AS NOTED  
 SHEET:  
**8 OF 21**  
 FILE NO. 50058973

Plotted: Aug 29, 2022 at 11:18am  
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**Legend**

- Multi-Family (4 Stories Min.)
- Mixed-Use
- Non-Residential
- Public / Private On-Street Parking  
 -to serve users inside FIDP 2022-0002 limits, see Note 34 on Sheet 2

**General Note**

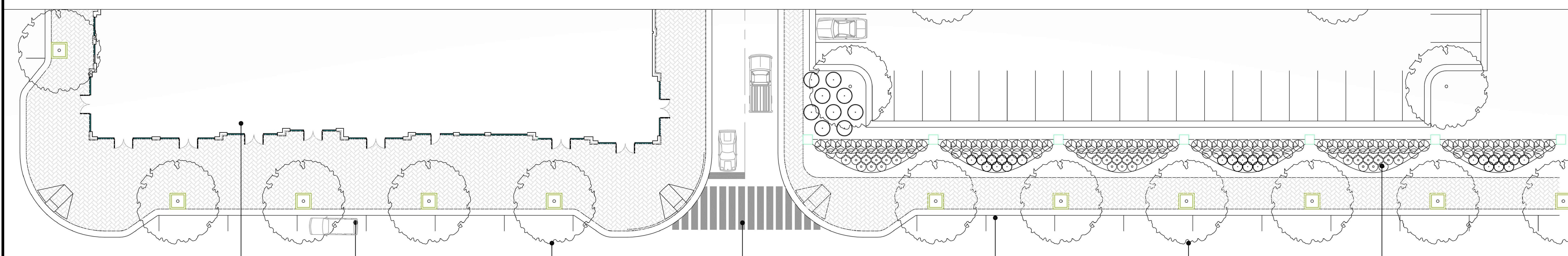
- STREET WIDTHS DEPICTED ON THIS SHEET ARE FOR ILLUSTRATIVE PURPOSES ONLY. STREET SECTIONS ARE FURTHER DETAILED ON SHEETS 17 OF THIS FINAL DEVELOPMENT PLAN. PRIVATE STREETS NOT DEPICTED ON THE CDP APPROVED WITH ZCPA-2017-0007, WILL BE DESIGNED TO MEET APPLICABLE LOUDOUN COUNTY FSM STANDARDS AT TIME OF FINAL SITE PLAN.
- ON-STREET PARKING ON PRIVATE STREETS DEPICTED WITHIN THE LIMITS OF THIS FIDP WILL BE USED TO MEET UP TO 30% OF THE REQUIRED OFF-STREET PARKING FOR THE DEVELOPMENT APPROVED WITH THIS FIDP. PROVIDED THE PARKING SPACES ARE LOCATED WITHIN 400' OF THE SUBJECT PRINCIPAL USE.
- OPTIONAL LAYOUTS ARE FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL LAYOUT WILL BE DETERMINED AT FINAL SITE PLAN SUBJECT TO THE MAXIMUM DENSITIES IN THIS FIDP.

MATCH LINE-SEE SHEET 8

0' 50' 100' 200'

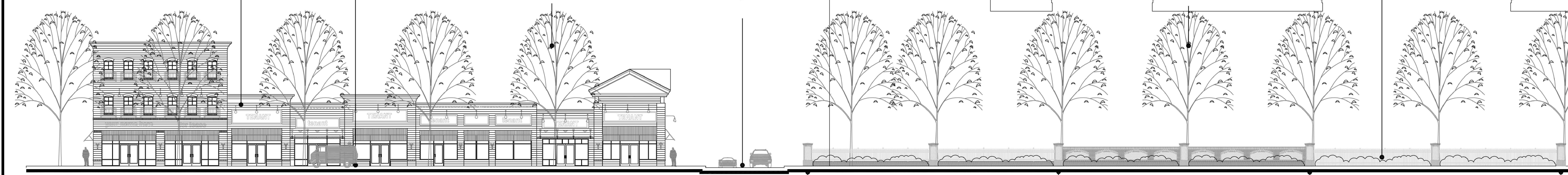
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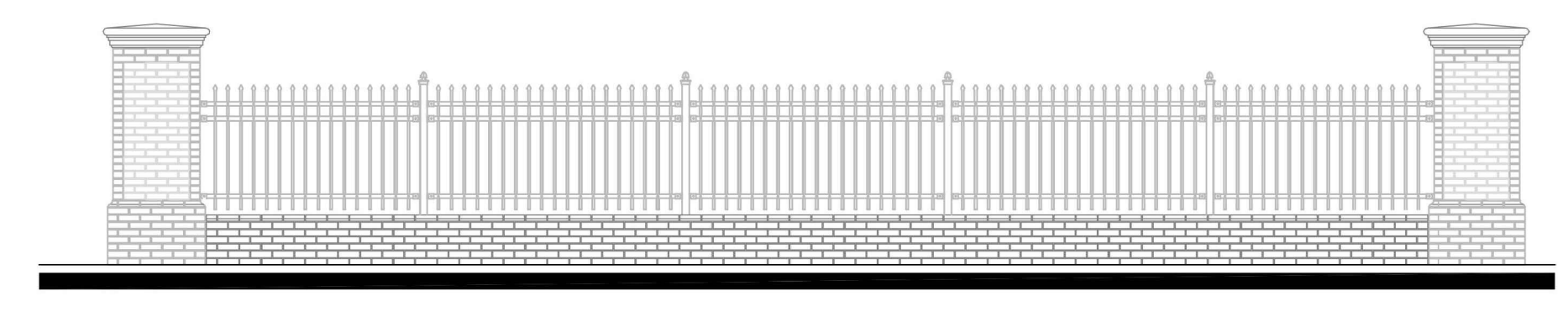
**PLAN**

Multi Use Buildings  
 On-street Parking  
 Street Tree  
 Crosswalk (Typ.)  
 Sidewalk  
 Street Tree  
 Optional Landscape

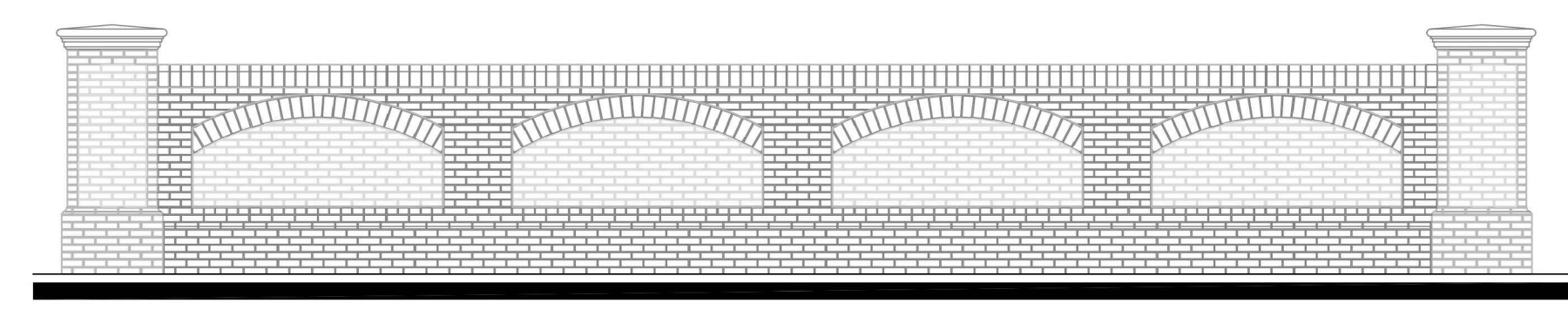


**SECTION**

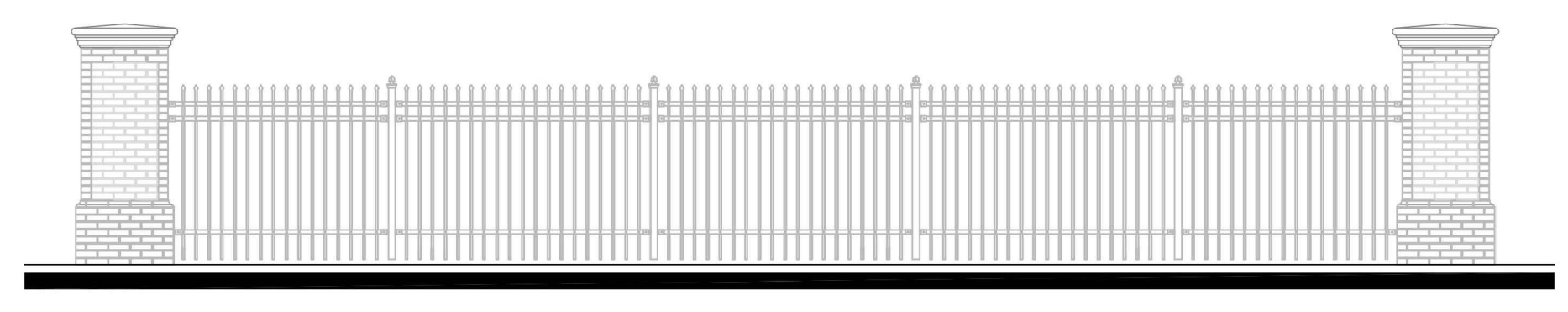
Low Wall w/ Column & Fence  
 Opaque Wall w/ Columns  
 Columns with Fence & Landscape



Low Wall w/ Column & Fence (Type A)



Opaque Wall w/ Columns (Type B)



Columns with Fence (Type C)

**WALL OPTIONS**

**GENERAL NOTES:**

1. Sheets 10 & 11 are for Non-Residential components of this FIDP plan set.
2. Where this Final Development Plan indicates a permanent surface parking lot adjacent to a street, the continuous facade may be maintained by use of Type A or B wall options. For interim surface parking adjacent to street, the continuous facade may be maintained by use of Type A, B, or C wall options.
3. Masonry walls may be either brick or stone.
4. All three wall / fence options will be accompanied by plant material.

Plotted: Aug 29, 2022 at 11:19am  
 \\net-15.veesburg.projects\50058973\CAD\Civil\Planning-ha\deliverables\OPEN\_SPACE\_CHARACTER\_PLANS.dwg

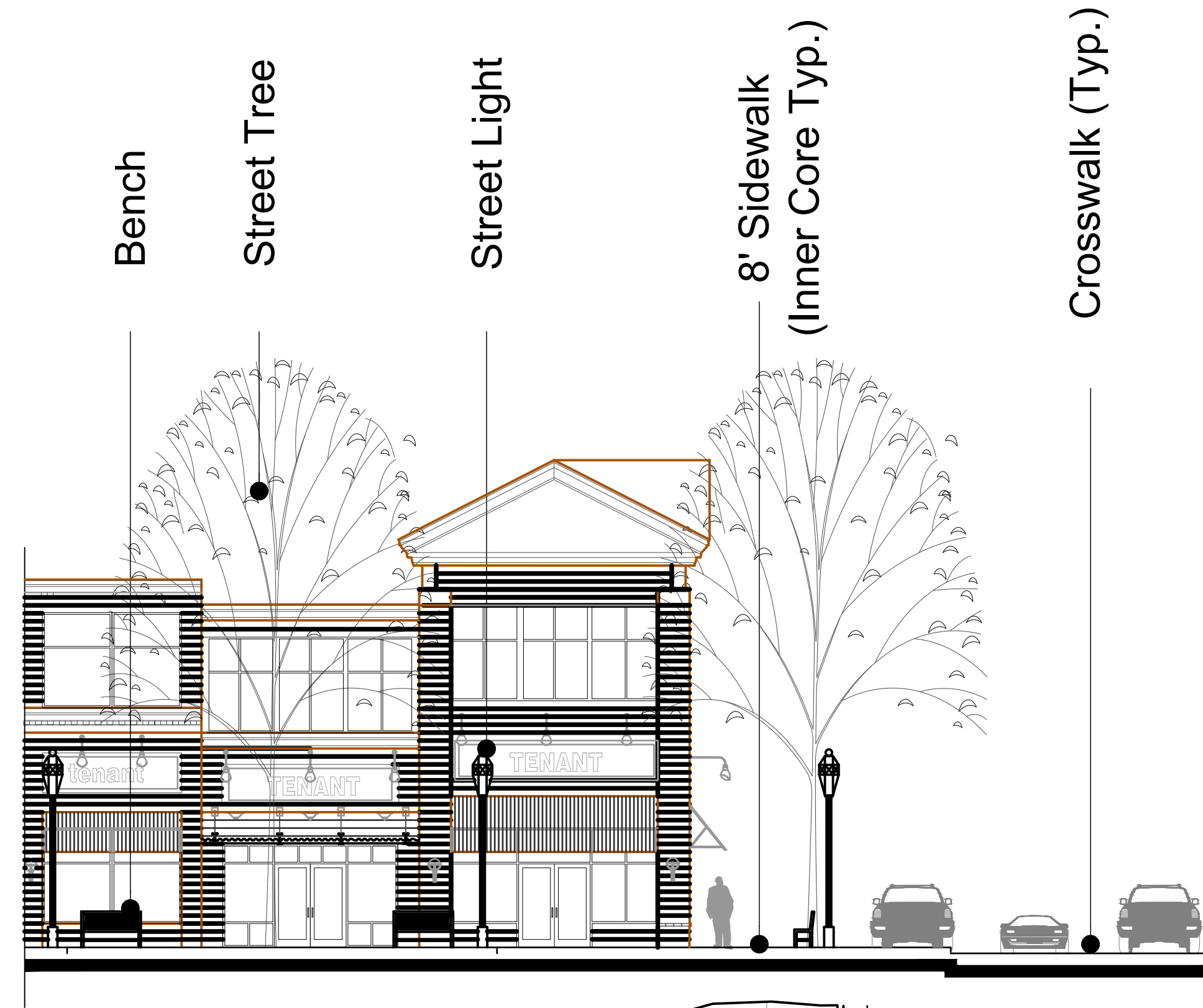
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08/11/22	2nd REFERRAL COMMENTS
06/09/22	1st REFERRAL COMMENTS
DRAWN BY: JS	
CHECKED BY: RTB	
DATE: 3/18/2022	
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SHEET:	
<b>10 OF 21</b>	
FILE NO. 50058973	

Plotted: Aug 29, 2022 at 11:19am  
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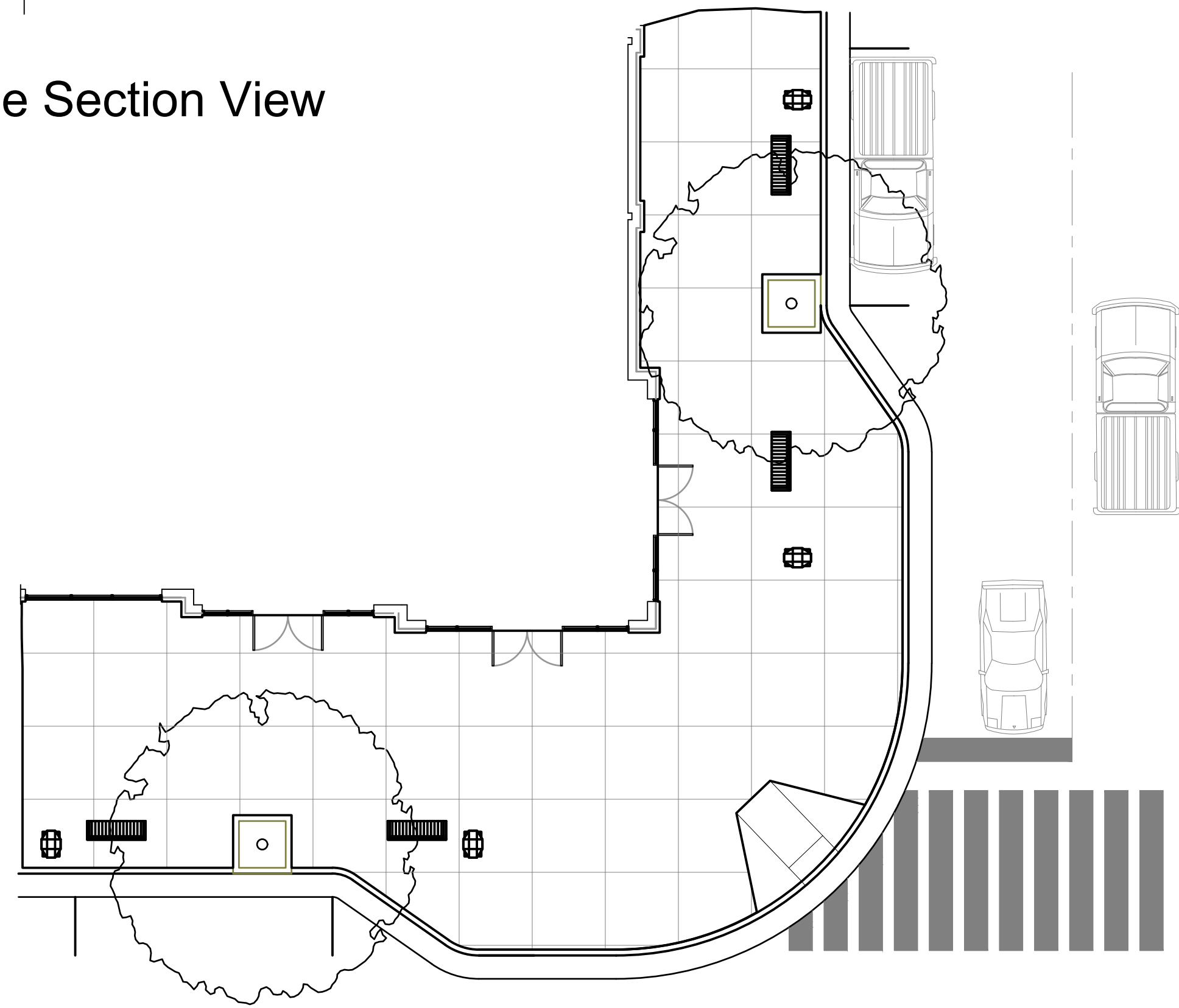
**PLANT MATERIAL LIST**

BOTANICAL NAME	COMMON NAME	BOTANICAL NAME	COMMON NAME
<b>STREET TREES</b>			
<i>Acer rubrum</i> 'October Glory'	October Glory Maple	<i>Cupressocyparis leylandii</i>	Leyland Cypress
<i>Acer saccharum</i>	Sugar Maple	<i>Juniperus virginiana</i>	Eastern Red Cedar
<i>Liquidambar styraciflua</i> 'Rotundiloba'	Sweet Gum (seedless)	<i>Ilex x attenuata</i> 'Foster'	Foster Holly
<i>Quercus rubra</i>	Red Oak	<i>Ilex opaca</i>	American Holly
<i>Quercus phellos</i>	Willow Oak	<i>Pinus strobus</i>	White Pine
<i>Ulmus americana</i>	American Elm	<i>Pinus virginiana</i>	Virginia Pine
<i>Ulmus parvifolia</i> 'Allee'	Allee Lacebark Elm	<b>EVERGREEN SHRUBS</b>	
<i>Platanus acerifolia</i> 'Bloodgood'	Bloodgood London Plane Tree	<i>Abelia x grandiflora</i>	Glossy Abelia
<i>Tilia cordata</i>	Little Leaf Linden	<i>Ilex glabra</i>	Inkberry
<b>CANOPY TREES</b>			
<i>Acer rubrum</i>	Red Maple	<i>Ilex cornuta</i> 'Burfordi Nana'	Dwarf Burford Holly
<i>Betula nigra</i>	River Birch	<i>Ilex pendunculosa</i>	Longstalk Holly
<i>Ciadrastis kentuckea</i>	American Yellowwood	<i>Rhododendron carolinianum</i>	Carolina Rhododendron
<i>Magnolia grandiflora</i>	Southern Magnolia	<i>Rhododendron Delaware Valley</i>	Delaware Valley White Azalea
<i>Nyssa sylvatica</i>	Black Tupelo	<i>Viburnum x rhytidophylloides</i> 'Alleghany'	Alleghany Lanthanaphyllum Viburnum
<i>Quercus alba</i>	White Oak	<b>SHRUBS (Small to Medium)</b>	
<i>Quercus rubra</i>	Red Oak	<i>Aronia arbutifolia</i>	Red Chokeberry
<i>Quercus phellos</i>	Willow Oak	<i>Buxus sempervirens</i> -microphylla	Common & Littleleaf Boxwood
<i>Tilia americana</i>	Linden	<i>Daphne burwoodii</i>	Burkwood Daphne
<b>ORNAMENTAL/ UNDERSTORY TREES</b>			
<i>Amelanchier canadensis</i>	Shadblow Serviceberry	<i>Hibiscus moscheutos</i> 'Anne Arunde'	Pink Rose Mallow
<i>Amelanchier laevis</i>	Allegheny Serviceberry	<i>Hydrangea quercifolia</i>	Oakleaf Hydrangea
<i>Carpinus caroliniana</i>	American Hornbeam	<i>Itea virginica</i>	Virginia Sweetspire
<i>Cercis canadensis</i>	Eastern Redbud	<i>Fothergilla gardenii</i> & major	Dwarf and Large Fothergilla
<i>Chionanthus virginicus</i>	Fringetree	<i>Ilex glabra</i> 'Shamrock'	Inkberry
<i>Cornus kousa</i>	Kousa Dogwood	<i>Ilex xmaseneae</i> 'Blue Girl'	Blue Girl Holly (Add few boys in mix)
<i>Hamamelis virginiana</i>	Witchhazel	<i>Itea virginica</i> 'Little Henry'	Dwarf Virginia Sweetspire
<i>Magnolia soulangiana</i>	Saucer Magnolia	<i>Spirea xbumalda</i> 'Anthony Waterer'	Anthony Waterer Spirea
<i>Magnolia stellata</i>	Star Magnolia	<i>Taxus x media</i> 'Densiformis', 'Repandens'	English- Japanese Yew
<i>Magnolia virginiana</i>	Sweet Bay Magnolia	<i>Viburnum dentatum</i>	Arrowwood Viburnum
		<b>SHRUBS (Tall)</b>	
		<i>Clethra alnifolia</i>	Sweet Pepperbush
		<i>Myrica pensylvanica</i>	Bayberry
		<i>Viburnum</i> varieties	Viburnums (Leatherleaf, Blackhaw, Sargent, Prague)

Streetscape Section View



Streetscape Plan View



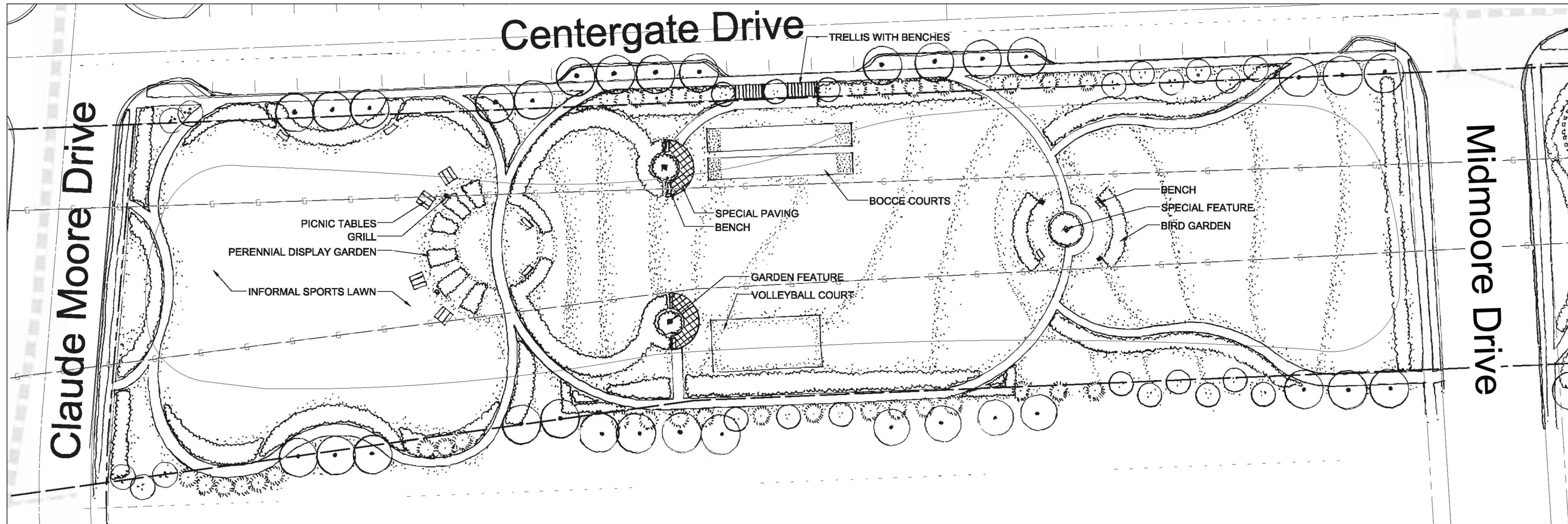
Scale 1" = 10'

**Note:**

The proposed landscape and hardscape concepts have been provided to meet the non-engineered requirements of the site plan process. Landscaping and hardscape features shows the general location and type of plantings (a.k.a. canopy, understory, evergreen, or shrub) to be provided. The final location, species, number and size of plant material will be submitted as part of the site plan or construction plans and profiles review process. The plant material list may be retained to provide species suggestions, but is not required.

REVISION BLOCK	DATE	DESCRIPTION
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06/09/22	06/09/22	2nd REFERRAL COMMENTS
		1st REFERRAL COMMENTS

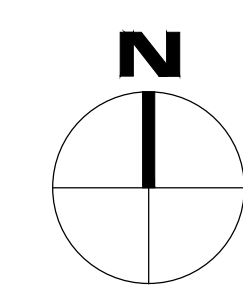
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- PLANT SYMBOL LEGEND
- Shade Tree (Typ)
  - Ornamental Tree (Typ)
  - Flowering Tree (Typ)
  - Evergreen Tree (Typ)
  - Shrubs, Ornamental Grasses and/or Perennials (Typ)

NOTE:  
 THE PROPOSED LANDSCAPE AND HARDSCAPE CONCEPTS HAVE BEEN PROVIDED TO MEET THE NON-ENGINEERED REQUIREMENTS OF THE SITE PLAN PROCESS. LANDSCAPING AND HARDSCAPE FEATURES SHOW THE GENERAL LOCATION AND TYPE OF PLANTINGS (A.K.A. SHADE, ORNAMENTAL, EVERGREEN OR SHRUB) TO BE PROVIDED. THE FINAL LOCATION, SPECIES, NUMBER AND SIZE OF PLANT MATERIAL WILL BE SUBMITTED AS PART OF THE SITE PLAN OR CONSTRUCTION PLANS AND PROFILES REVIEW PROCESS. THE PLANT MATERIAL LIST MAY BE RETAINED TO PROVIDE SPECIES SUGGESTIONS, BUT IS NOT REQUIRED.

1  
 20 Block T7 - Gas Line Park  
 Landscape Character Plan



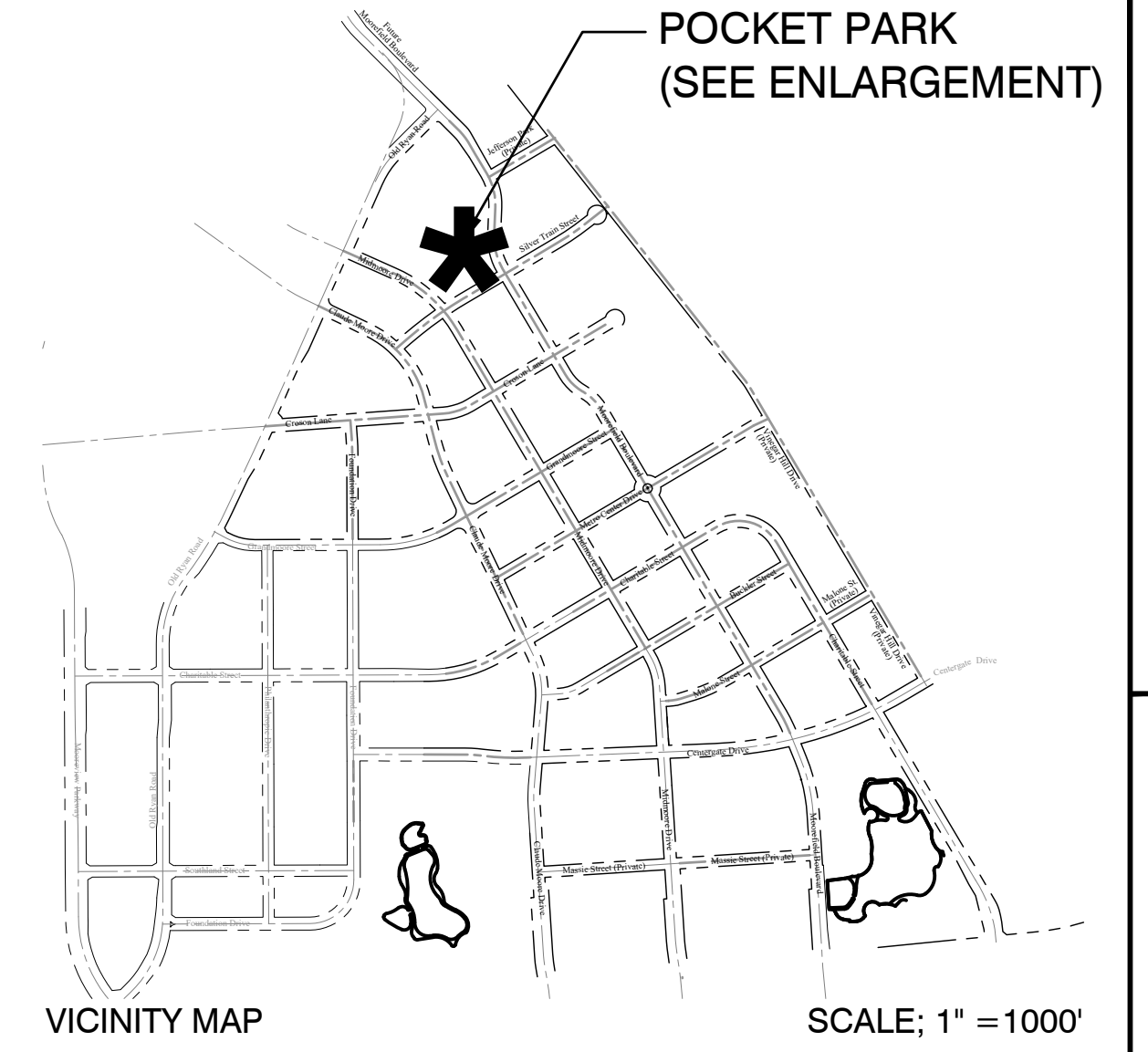
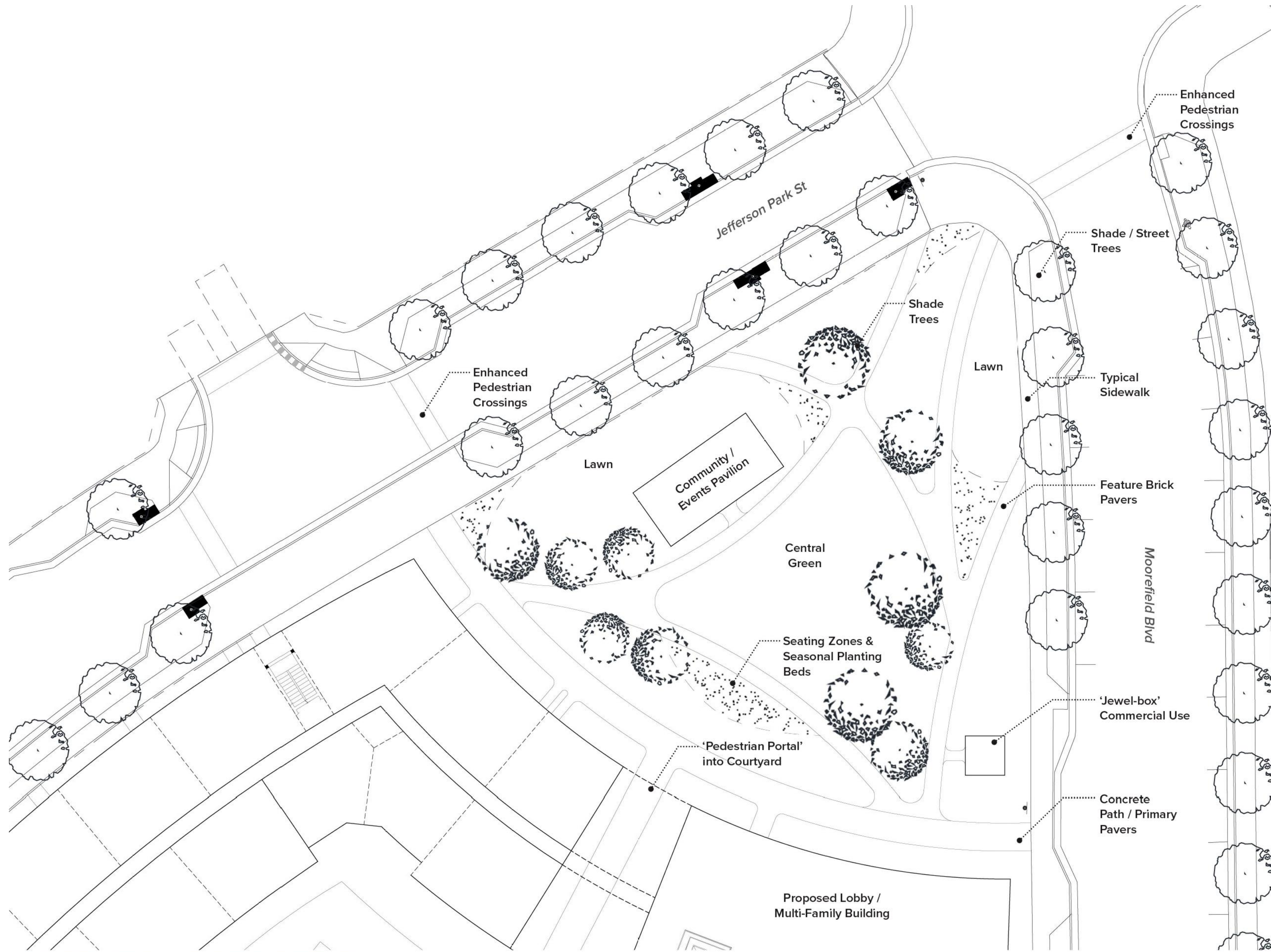
**LandDesign.**  
 200 S. Peyton St., Alexandria, VA 22314  
 V: 703.549.7784 F: 703.549.4984  
 www.LandDesign.com

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	08/11/22 2nd REFERRAL COMMENTS
	06/09/22 1st REFERRAL COMMENTS
DRAWN BY: JS CHECKED BY: RTB DATE: 3/18/2022	
SCALE: AS NOTED	
SHEET: 12 OF 21	
FILE NO. 50058973	

**MOOREFIELD**  
 FINAL DEVELOPMENT PLAN  
 BROAD RUN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA

OPEN SPACE CHARACTER PLANS

Plotted: Aug 29, 2022 at 11:19am  
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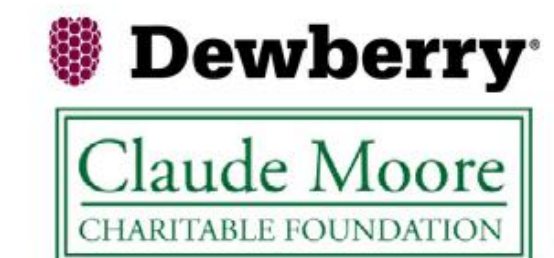
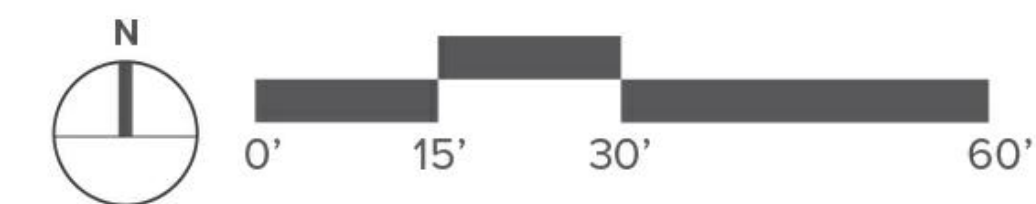
ENLARGED SITE PLAN | CORNER POCKET PARK



100 N. Charles Street,  
 Baltimore, MD 21201  
 410.837.2727  
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**MOOREFIELD REDEVELOPMENT | Moorefield, VA**

Parcel E-22 | FIDP Submission  
 14 March 2022



**Dewberry**  
 Dewberry Engineers Inc.  
 1508 Edwards Ferry Road  
 Suite 200  
 Silver Spring, VA 20176-6680  
 703.771.8004

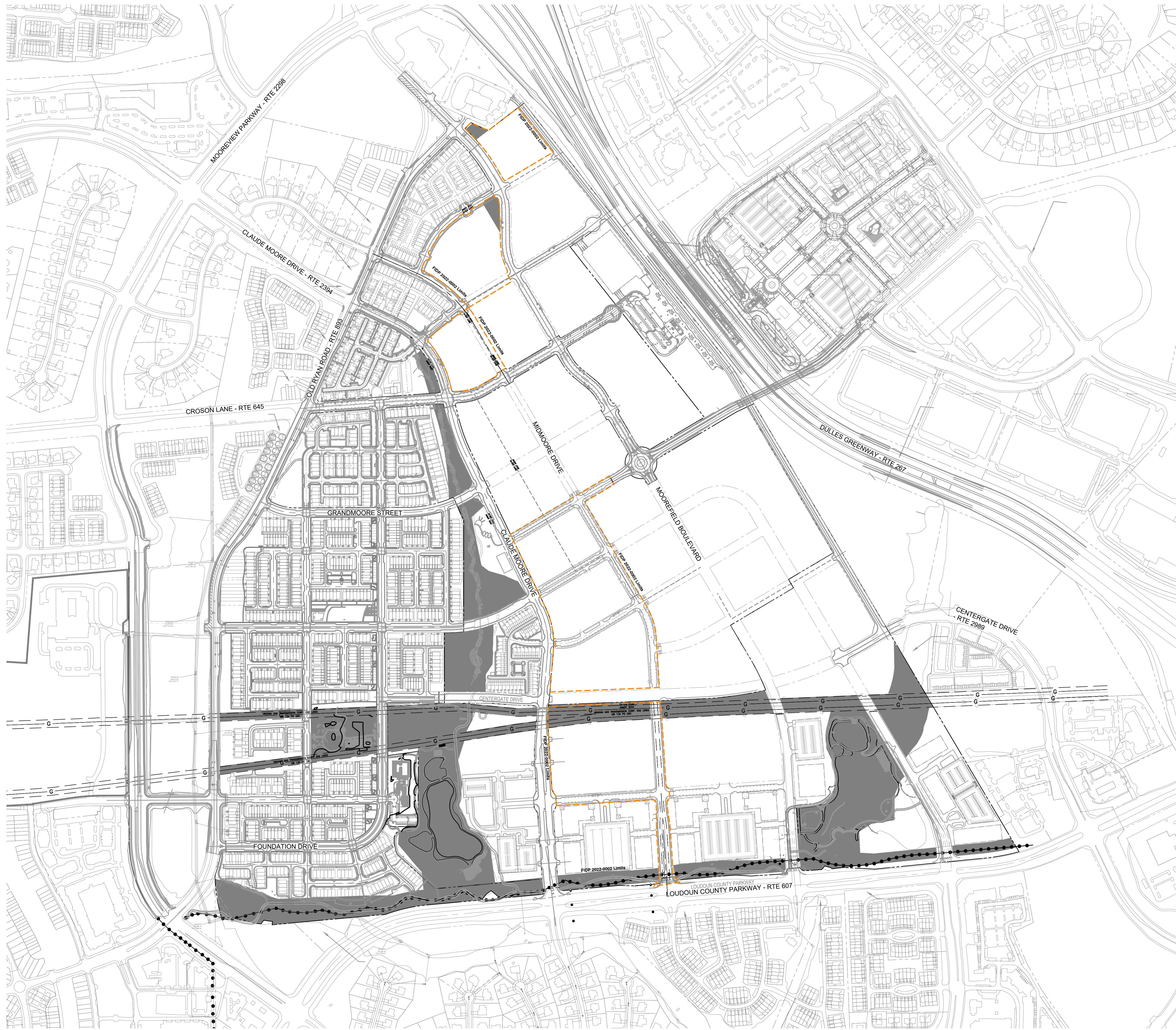
OPEN SPACE CHARACTER PLANS

MOOREFIELD  
 FINAL DEVELOPMENT PLAN  
 BROAD RUN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA

REVISION BLOCK	DATE	DESCRIPTION
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08/11/22	08/11/22	2nd REFERRAL COMMENTS
08/30/22	08/30/22	3rd REFERRAL COMMENTS

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 SHEET:  
 13 OF 21  
 FILE NO. 50058973

Plotted: Aug 29, 2022 at 11:31am  
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**Legend:**

- FIDP 2022-0002 Limits
- Sub Area Limits
- Potential Open Space Areas

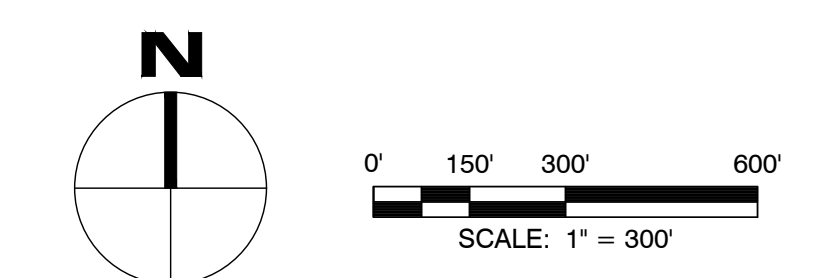
Per Section 4-1116(A) - Landscaped Open Space

	Area	Required	Provided (min.)
I-CORE	±76.5 AC	0% (0.0 AC)	0% (AC)
O-CORE	±76 AC	10% (7.6 AC)	3.3% (2.50 AC)
I-TDSA*	±172 AC	15% (25.8 AC)	30% (51.50 AC)
O-TDSA	Not part of this application		
		33.4 AC	54.0 AC

\*Within the limits of ZCPA-2017-0007

**Notes:**

1. Open Space areas depicted herein are subject to change with final engineering
2. Total I-TDSA open space provided may be less than the 51.5 acres depicted as long as the minimum 33.4 acres are ultimately provided.
3. Per ZMOD-2017-0013, Landscaped open space requirements for the I-TDSA and O-CORE total acreage shall be satisfied for the combined I-TDSA and O-CORE subareas, and not as to each subarea separately or on an individual site plan basis.
4. Relocated alley trees, trees with sight distance issues and tree canopy planting may be located within the open spaces areas depicted herein and ZCPA-2017-0007, Exhibit C. Alternative locations must be approved by the County Urban Forester.
5. Tree Canopy requirements do not apply to Inner Core per Section 4-1120 of the Revised 1993 Loudoun County Zoning Ordinance.
6. ZMOD-2007-005, note #2 excludes trees along alleys and in sight distances.



REVISION BLOCK	DATE	DESCRIPTION
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	08/11/22	2nd REFERRAL COMMENTS
	06/09/22	1st REFERRAL COMMENTS

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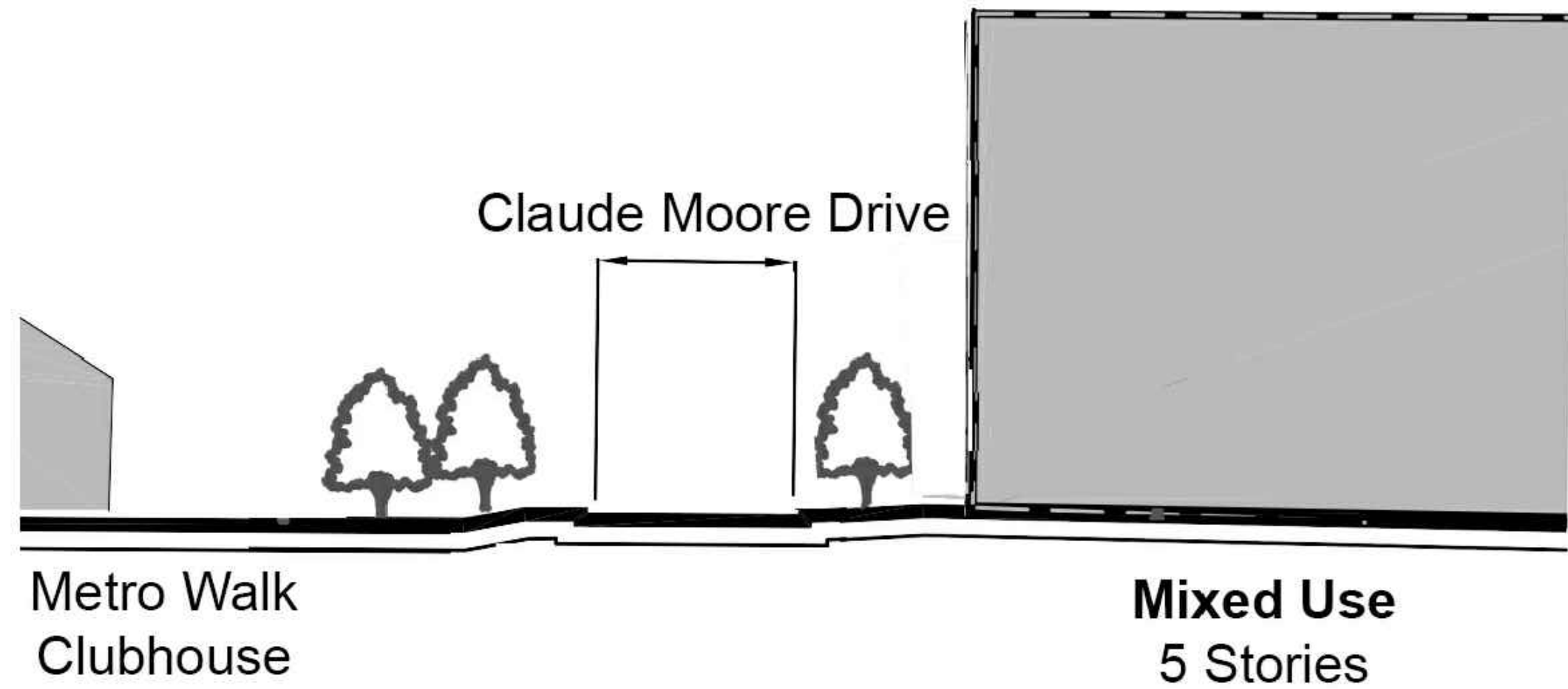
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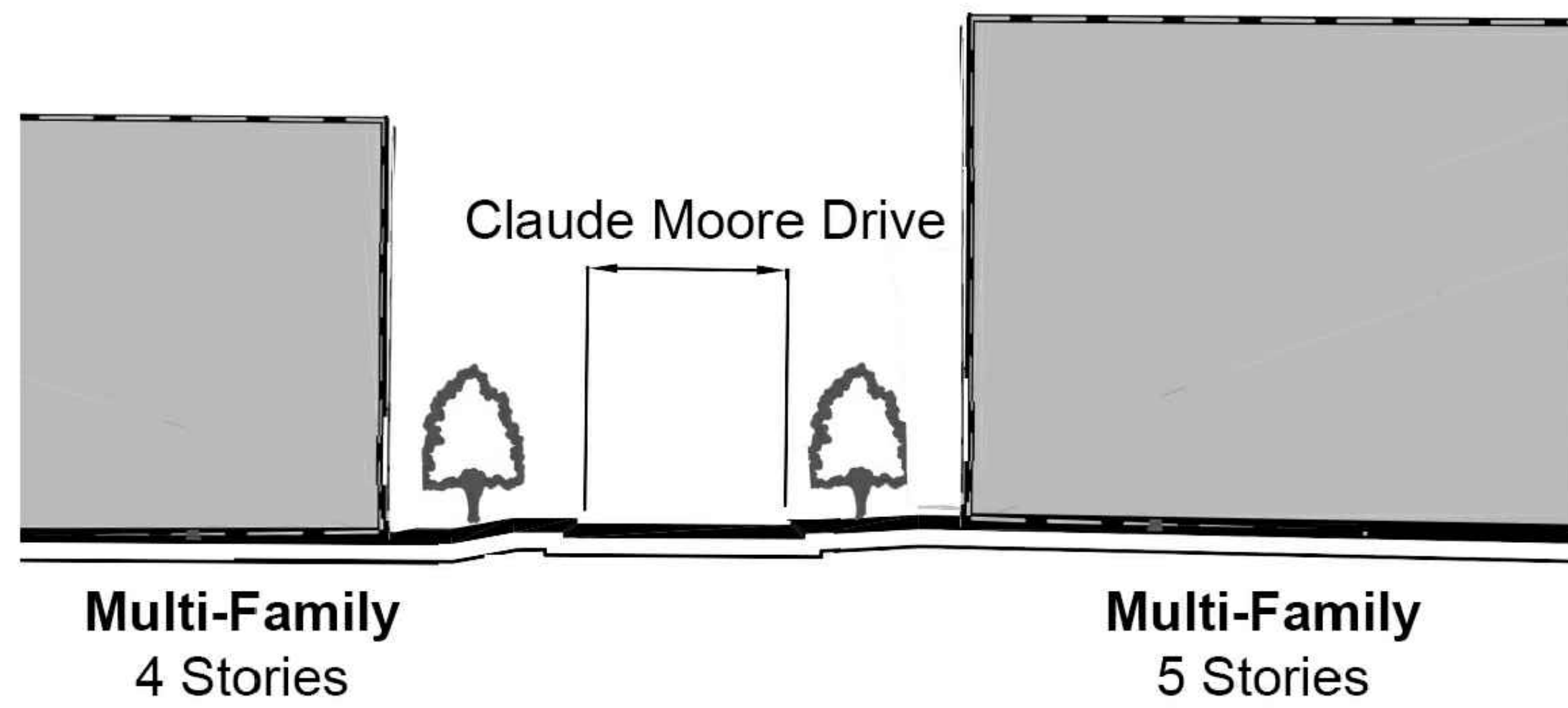


**Note:**

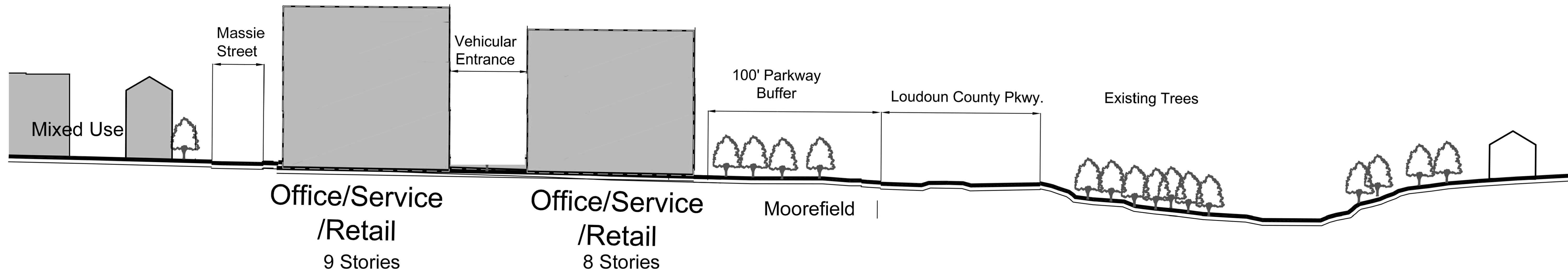
The proposed building footprints and elevations have been provided to meet the non-engineered requirements of the site plan process. Architectural details are conceptual in nature. Final architectural detailing will determine exact footprints and building heights at the site planning stage.



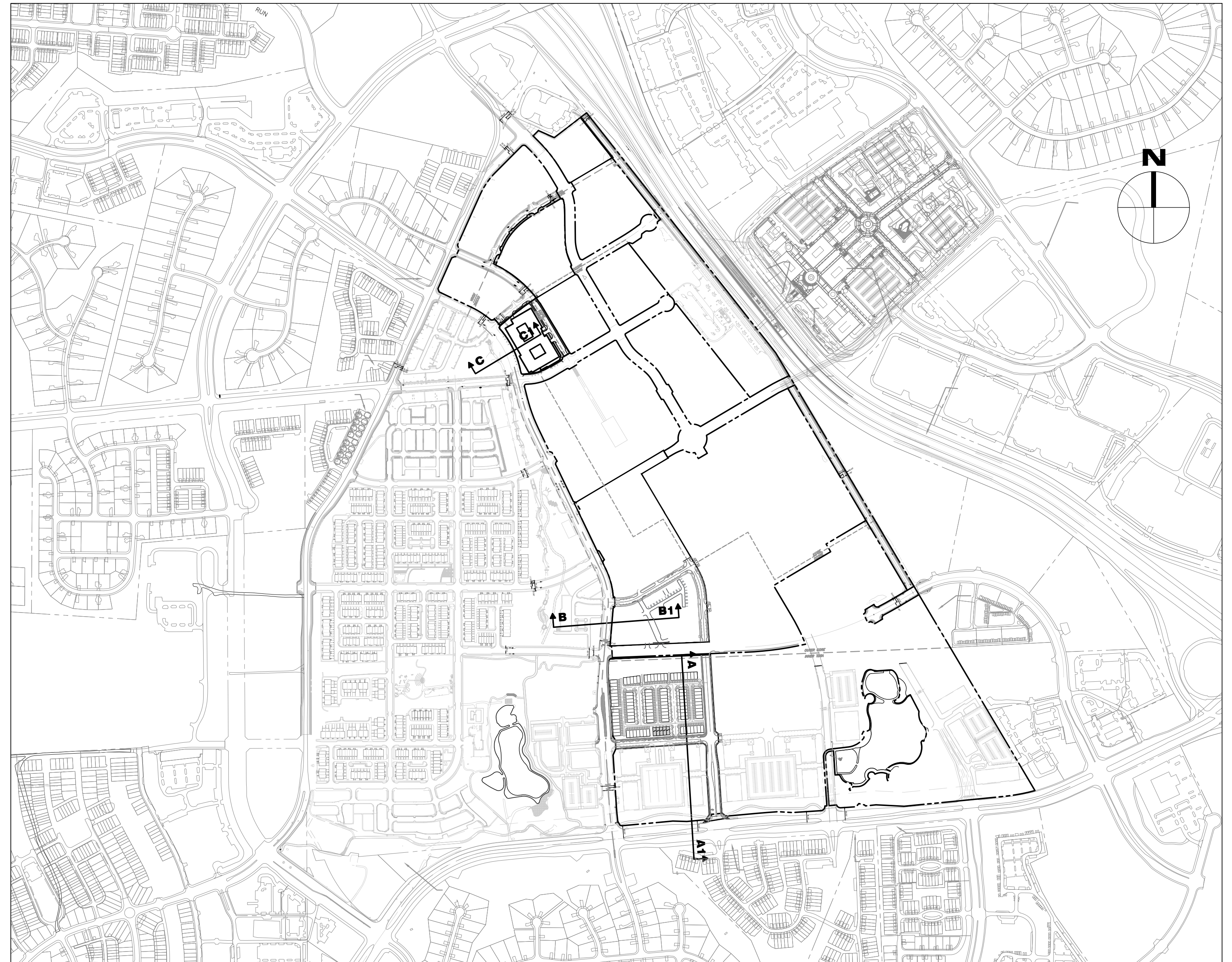
SECTION C - C1  
n.t.s.



SECTION B - B1  
n.t.s.



SECTION A - A1  
n.t.s.



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08/11/22	2nd REFERRAL COMMENTS
06/09/22	1st REFERRAL COMMENTS

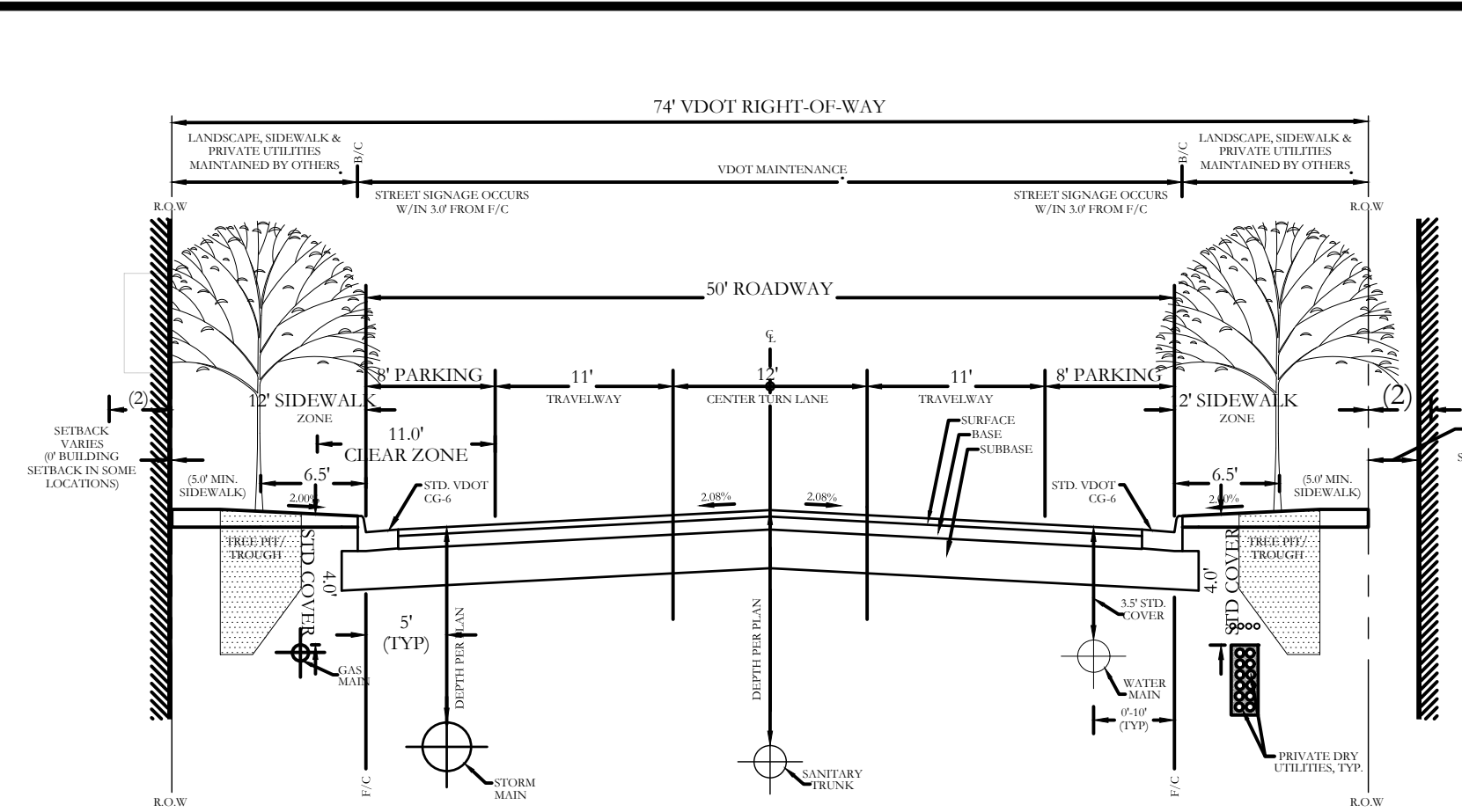
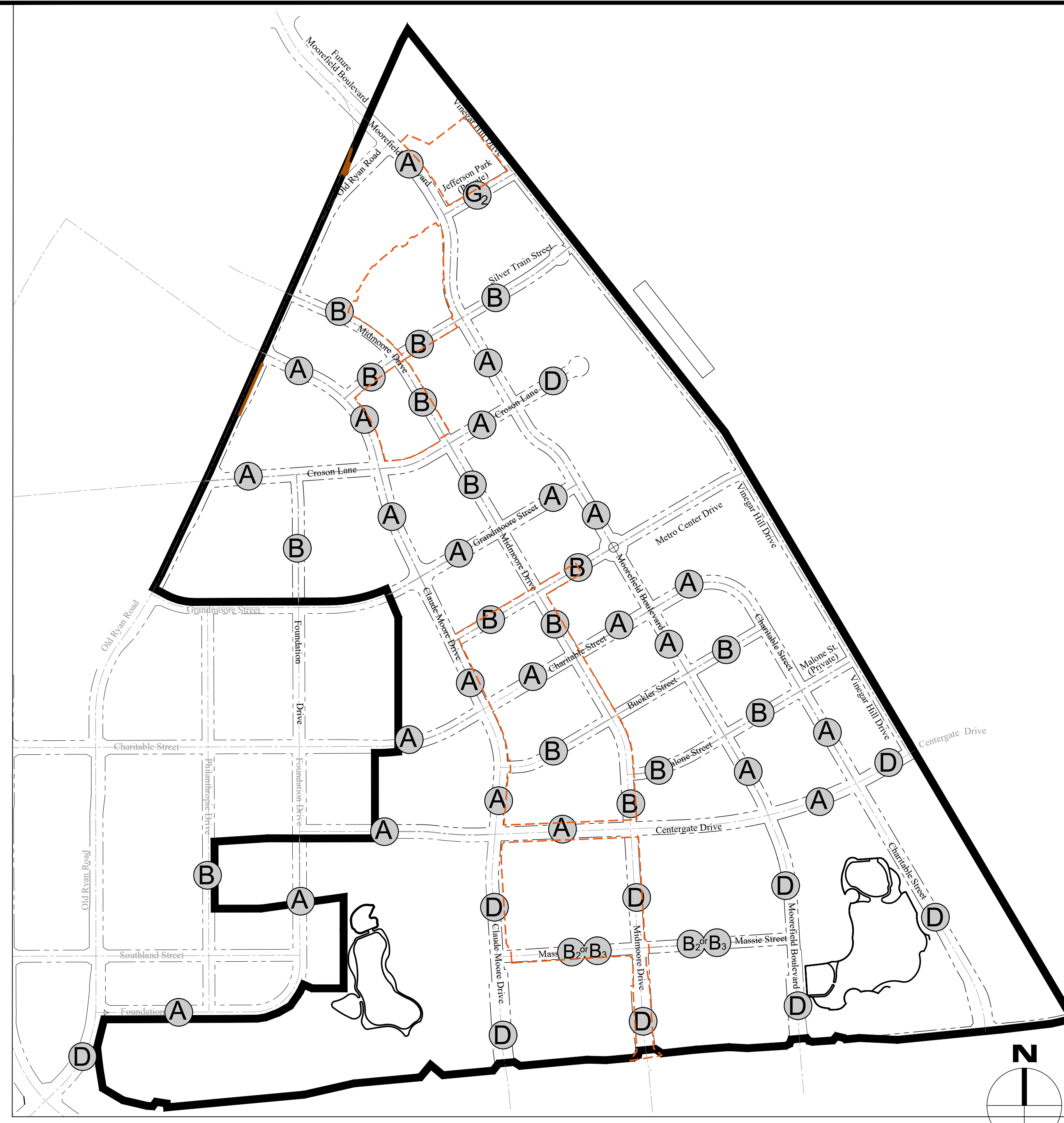
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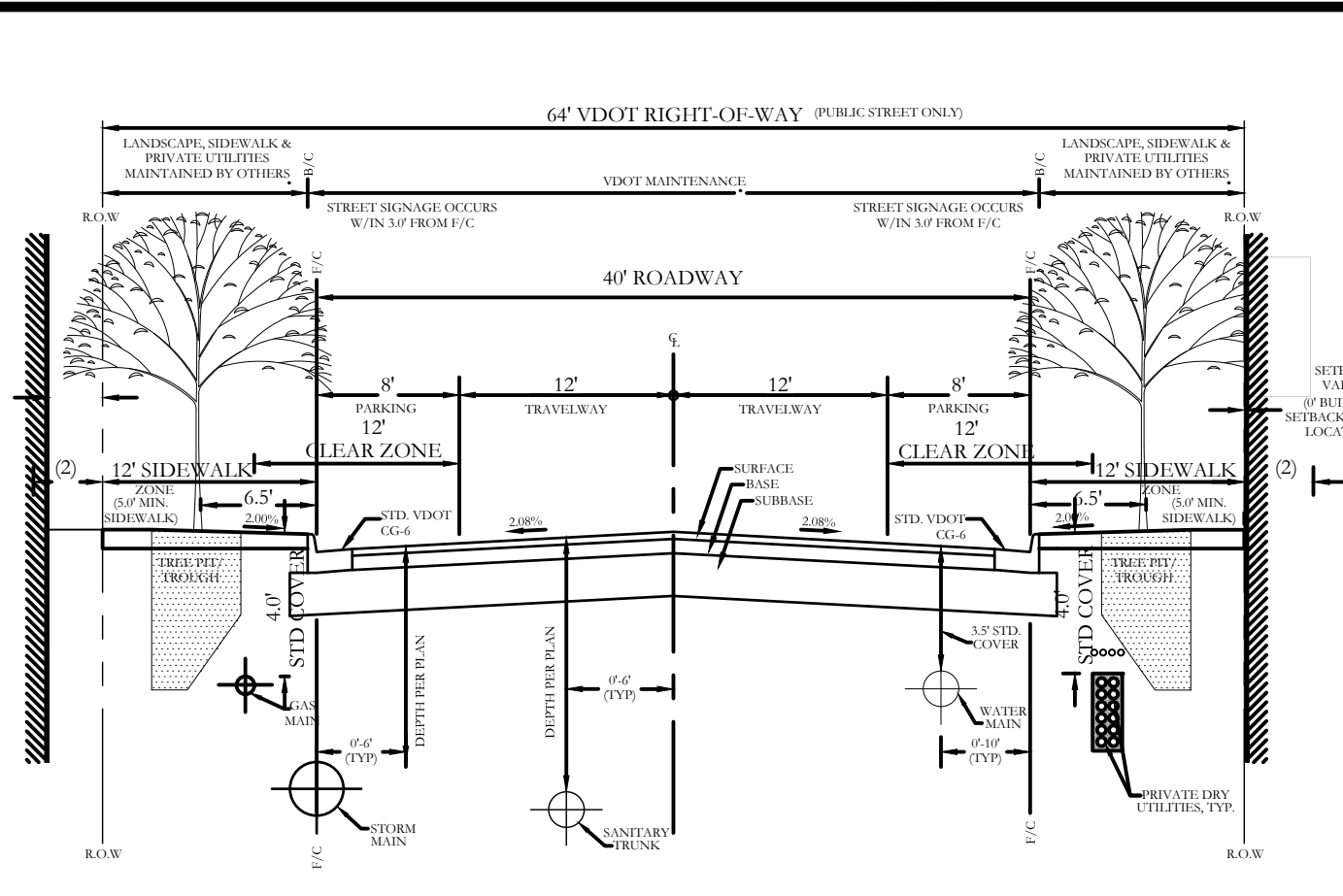
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\\nas-fs-veersburg\Projects\50058973\CAD\Civil\Planning-na\deliverables\2022-fp\deliverables\16 OVERALL ILLUSTRATIVE SECTIONS.dwg

Plotted: Aug 30, 2022 at 12:05pm  
 \\ns-16\versburg\Projects\50058973\CAD\Civil\Planning-to-deliverables\2022-fip\deliverables\18 TYPICAL STREET SECTIONS.dwg

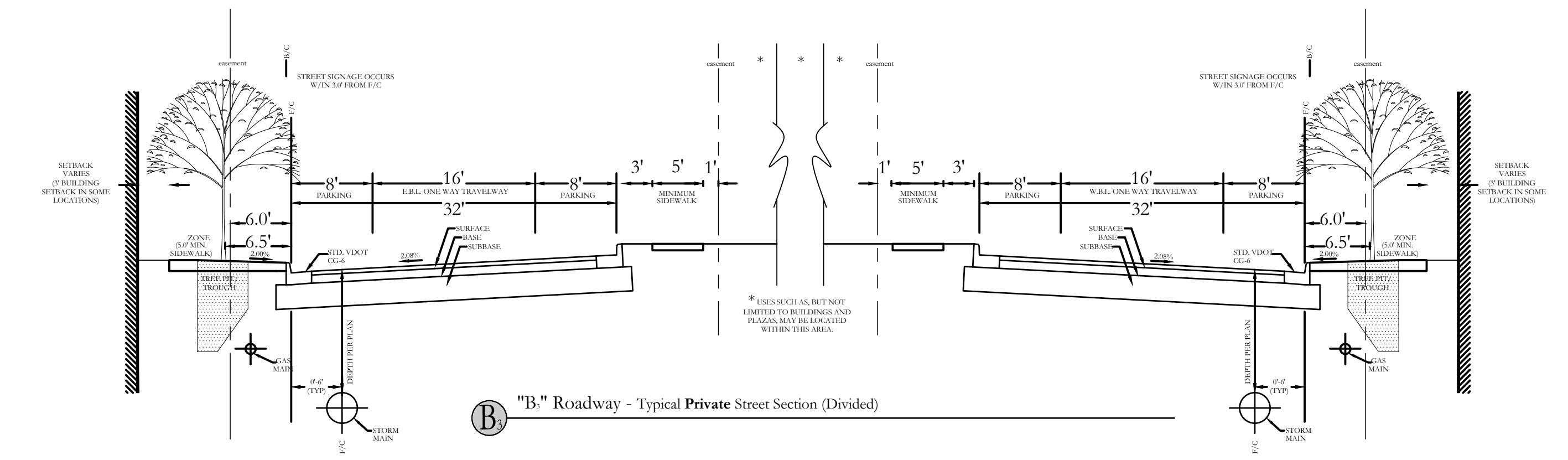


"A" Roadway  
 (This section Does Not depict nubs at intersection)  
 VDOT Local Urban Street Section - 20 MPH Design Speed (NTS)

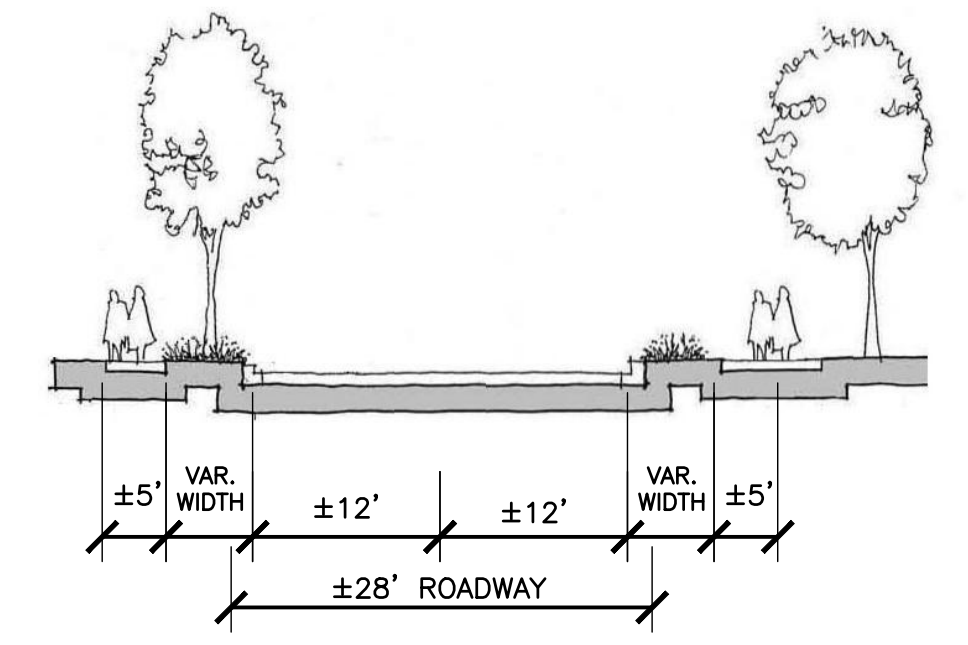
A "A" Roadway - Typical Section  
 A "A" Roadway - Typical Section at Intersections and Section without Parking  
 74' ROW with 38' Face of Curb to Face of Curb



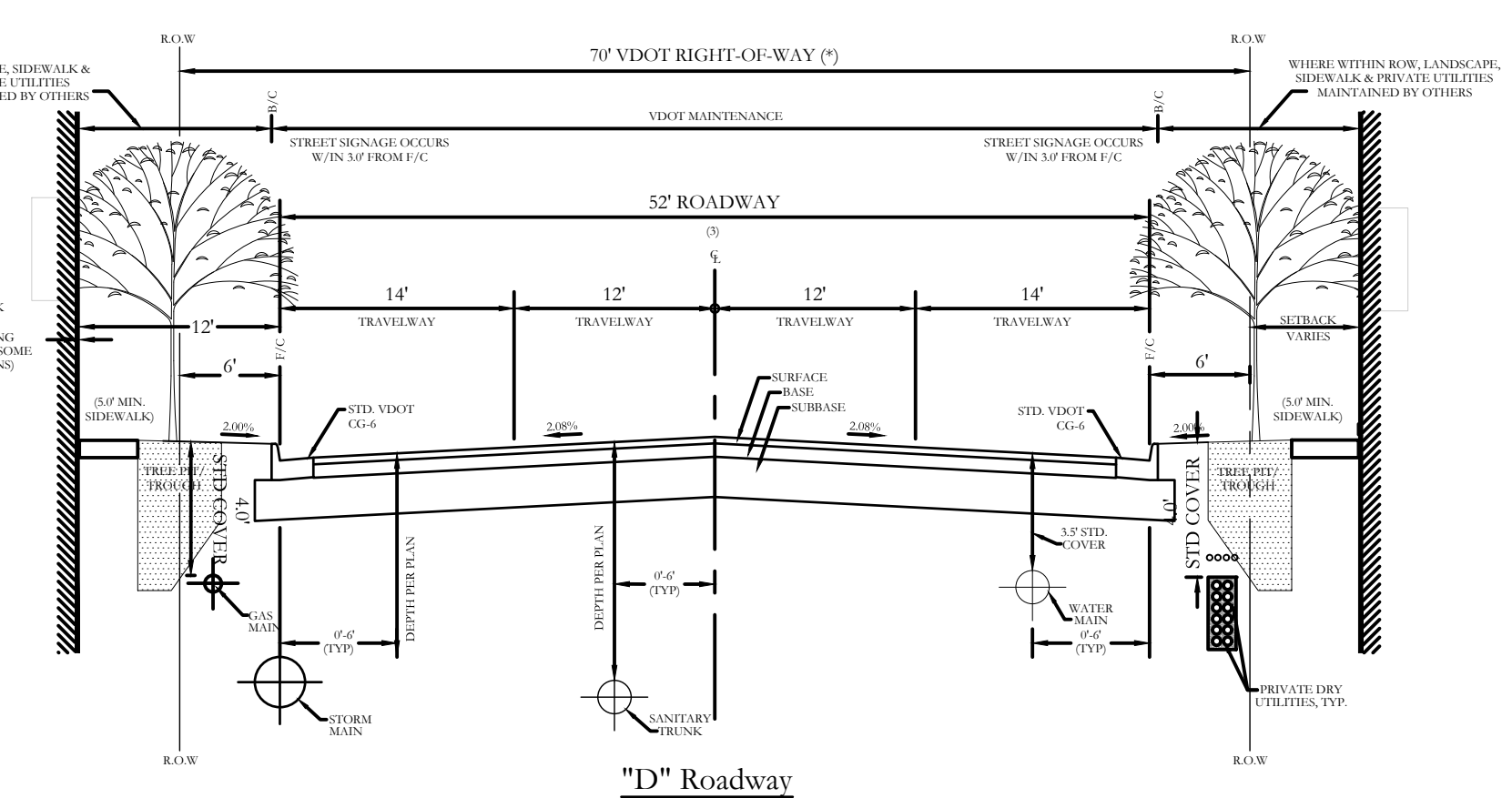
"B" Roadway - Typical Section at Intersections and Section without Parking  
 64' ROW with 30' Face of Curb to Face of Curb  
 "B" Roadway - Typical Private Street Section (Undivided)



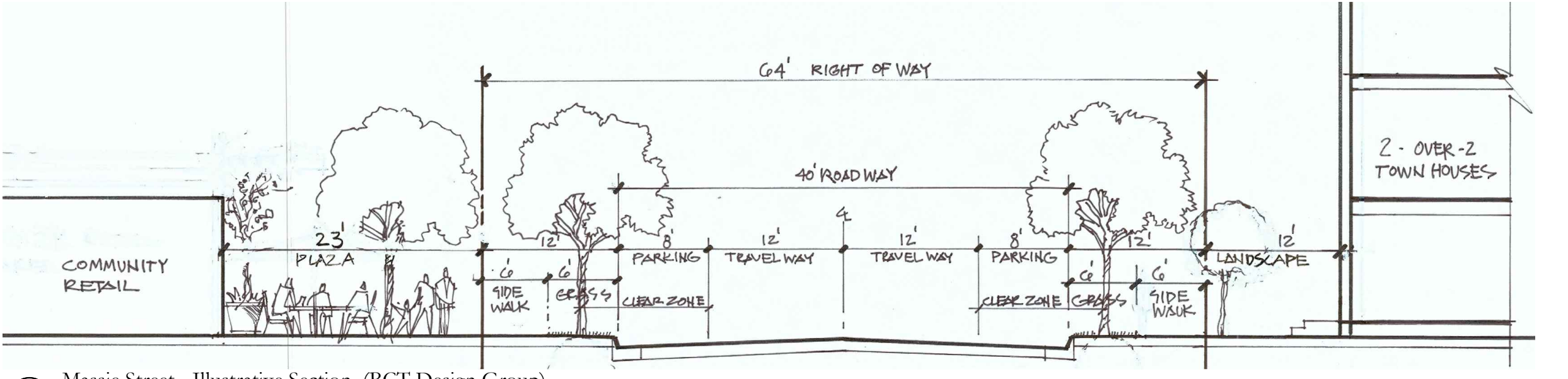
"B" Roadway - Typical Private Street Section (Divided)



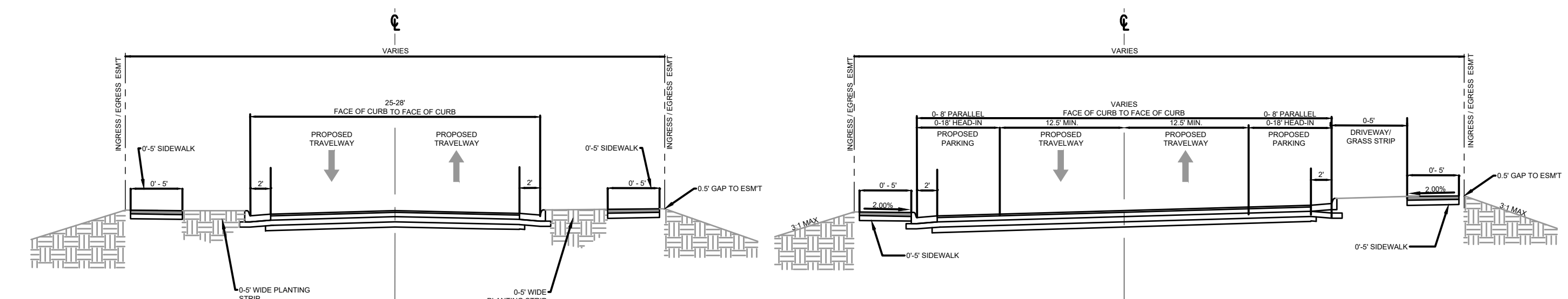
"G" Roadway  
 - Typical Section (Private)  
 - Optional On-Street Parking



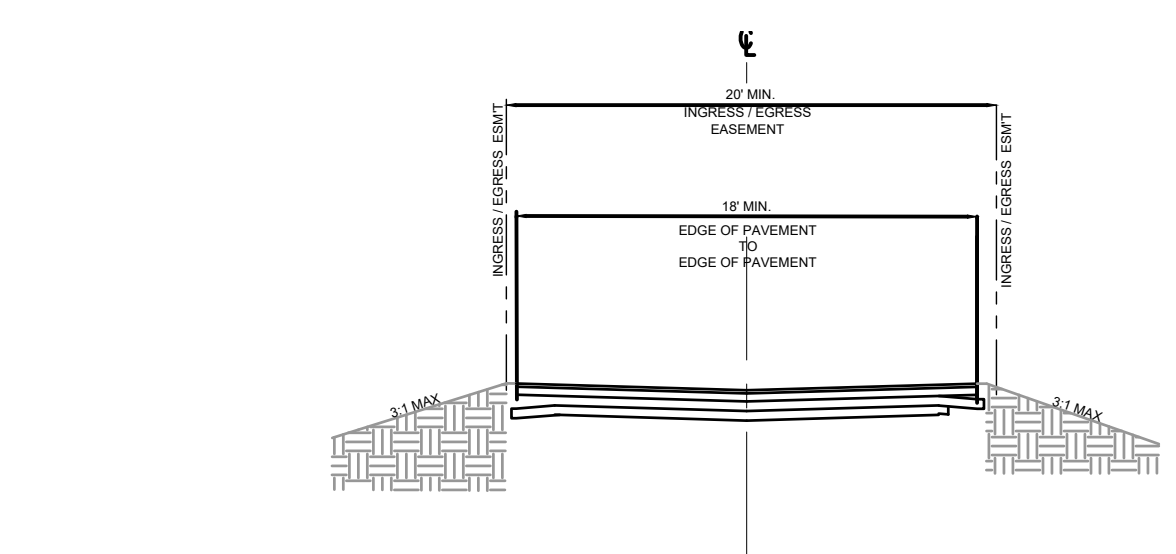
"D" Roadway  
 Mid-block Typical Section  
 VDOT Local Urban Street Section - 20 MPH Design Speed (NTS)  
 "D" Roadway - Typical Section  
 \* Proposed Raised Median at Loudoun County Parkway with Dual Left Turns



1 Massie Street - Illustrative Section (BCT Design Group)



2 Private Roadway



3 Private Alley

REVISION BLOCK	DATE	DESCRIPTION
1	06/09/22	1st REFERRAL COMMENTS
2	08/11/22	2nd REFERRAL COMMENTS
3	08/30/22	3rd REFERRAL COMMENTS



**MULTI-FAMILY**  
(Wrap) Illustrative by: Ci Design



**MIXED USE**  
(Wrap) Illustrative by: DCS Design



**MIXED USE**  
(Wrap) Illustrative by: DCS Design



**MIXED USE**  
(Wrap) Illustrative by: DCS Design



**MULTI-FAMILY**  
(2 over 2) Illustrative by: Lessard Design



**MULTI-FAMILY**  
(Podium) Illustrative by: KTGy

REVISION BLOCK	DATE	DESCRIPTION
	08/30/22	3rd REFERRAL COMMENTS
	08/11/22	2nd REFERRAL COMMENTS
	06/08/22	1st REFERRAL COMMENTS

DRAWN BY: JS  
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DATE: 3/18/2022

SCALE: AS NOTED

SHEET:

18 OF 21

FILE NO. 50058973

Plotted: Aug 30, 2022 at 12:05pm  
\\vep-19-vepsburg\Projects\50058973\CAD\Civil\Planning-1a\delivered\2022-fp\deliverables\19 TYPICAL ARCHITECTURAL ELEVATIONS.dwg



**MULTI-FAMILY**  
(Wrap) Illustrative by: BCT Design Group



**MULTI-FAMILY**  
(Condo Building) Illustrative by: BCT Design Group



**MULTI-FAMILY**  
(Wrap) Illustrative by: NVR, Inc.



**MIXED USE**  
(Block D6) Illustrative by: KTGy



**MULTI-FAMILY**  
(2 over 2) Illustrative by: NVR



**MULTI-FAMILY**  
(2 over 2) Illustrative by: NVR

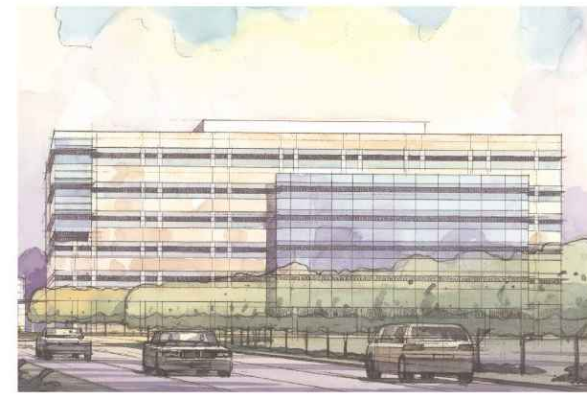
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REVISION BLOCK	DATE	DESCRIPTION
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CHECKED BY: RTB  
DATE: 3/18/2022

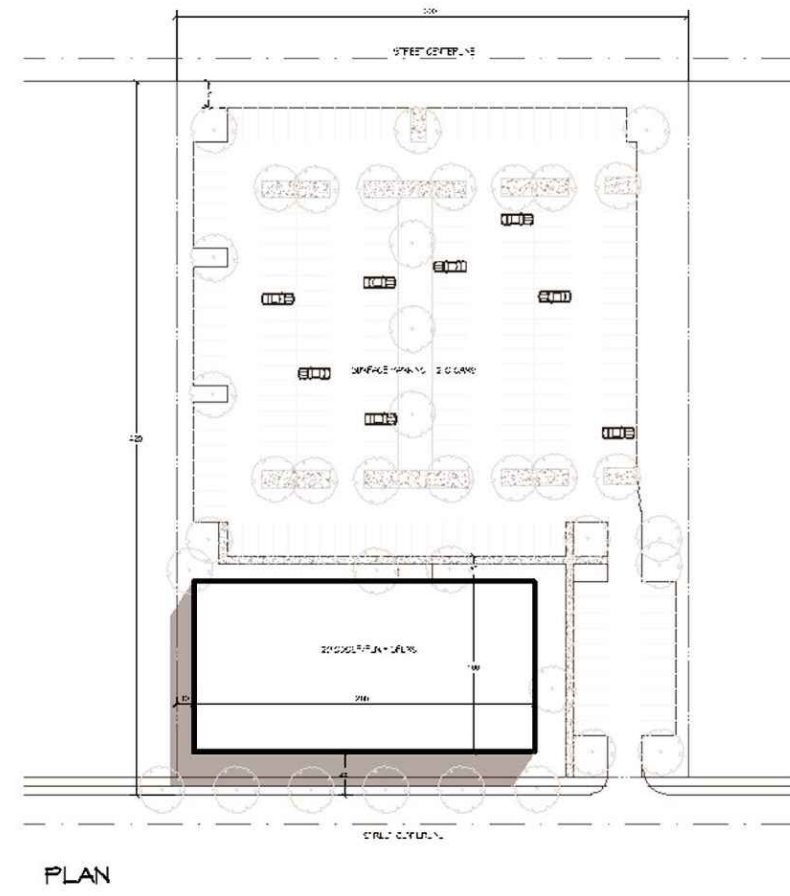
SCALE: AS NOTED  
SHEET:

**TPOLOGY: COMMERCIAL**

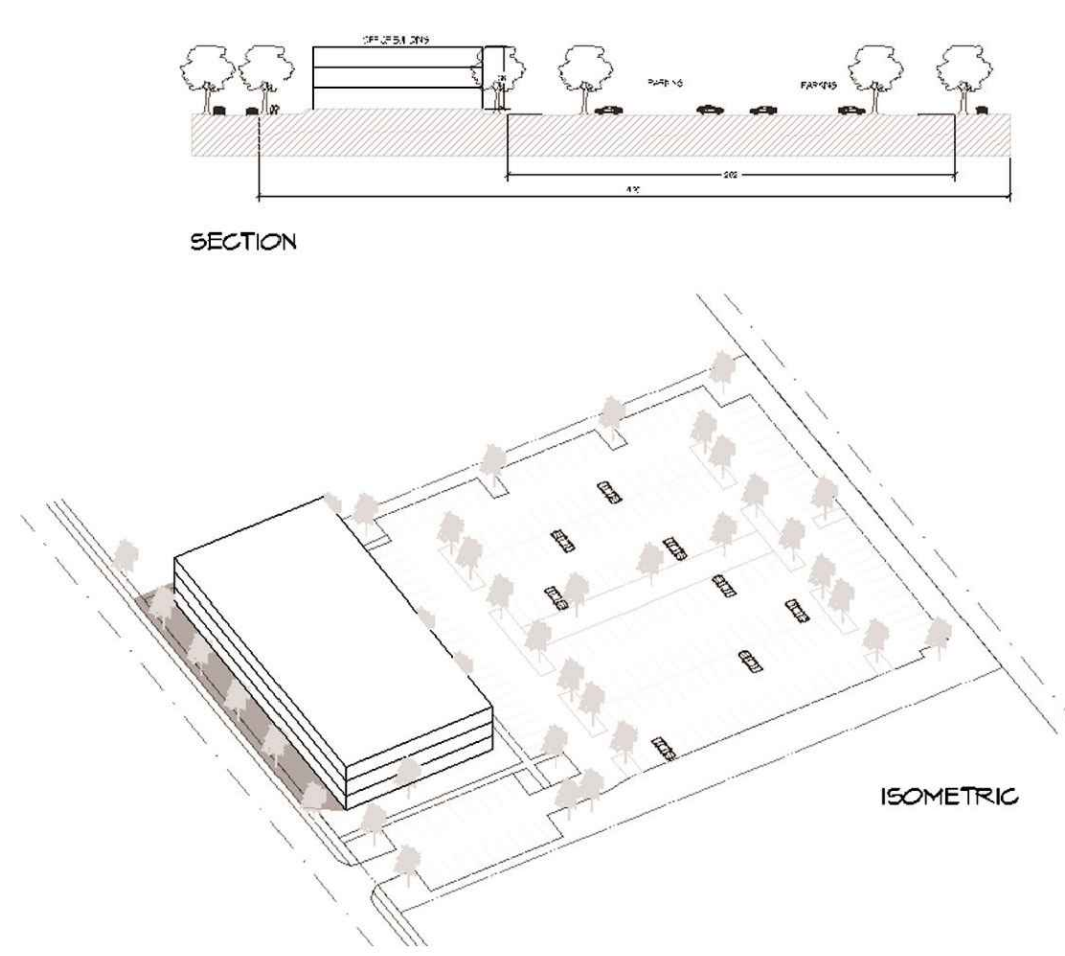


**Total Building Area:**  
60,000 sf (3 floors @ 20,000sf)  
**Total Land Area:**  
3.4 acres / 148,500 sf  
**Building Height:**  
approximately 40'  
**Building Use:**  
Mixed-Use Office, Commercial, Retail  
**Building Placement:**  
Lot dimensions shown 300'x420'  
**Front Setback:**  
3' minimum from ROW  
**Parking Location:**  
Parking will be in the rear or side

This building type can be utilized when a lower FAR is desired or required. It should be located in a less urban area that allows for larger areas for surface parking. In general it will be a mixed-use building with retail occupying the street level with office space above.



The building and lot configuration is shown to illustrate typical market driven building massing, parking requirements and general efficient site configuration.



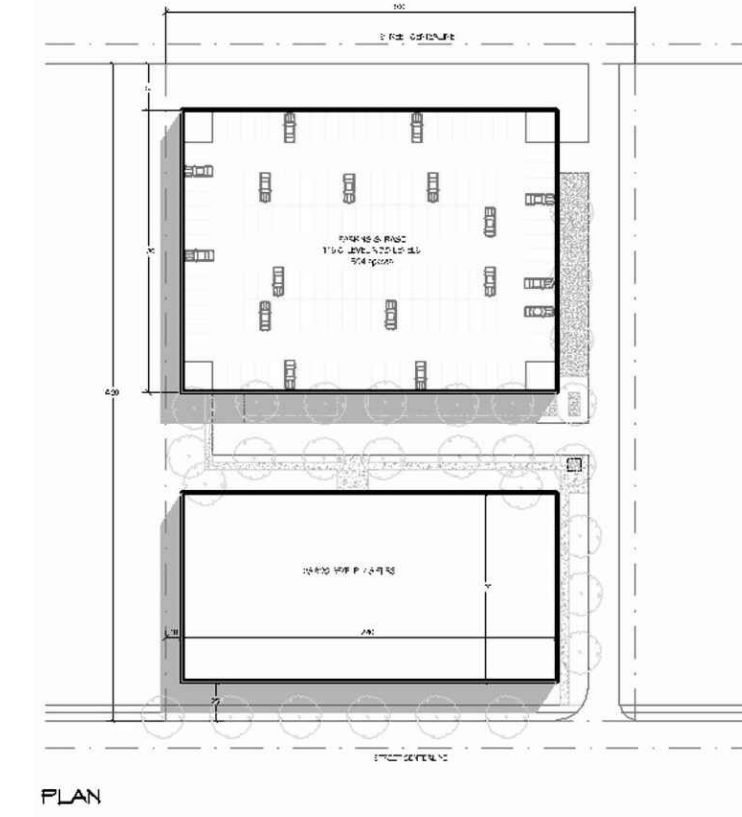
development standards

**TPOLOGY: COMMERCIAL**

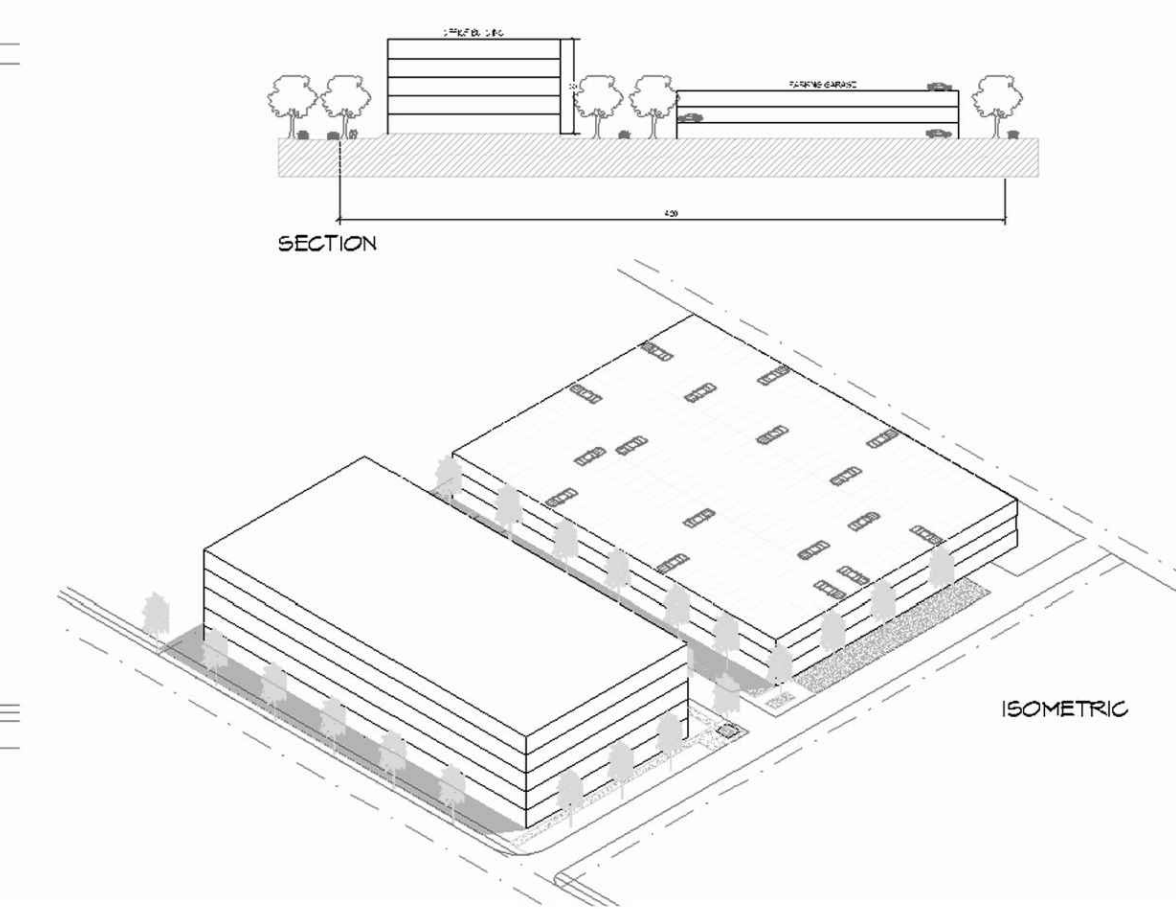


**Total Building Area:**  
144,000 sf (5 floors @ 28,800sf)  
**Total Land Area:**  
3.4 acres / 148,500 sf  
**Building Height:**  
approximately 55'  
**Building Use:**  
Mixed-Use Office, Commercial, Retail  
**Building Placement:**  
Lot dimensions shown 300'x420'  
**Front Setback:**  
3' minimum from ROW  
**Parking Location:**  
Parking will be in the rear or side

This building type is flexible. Parking may be accommodated in a garage, and in such circumstances as an urban setting is recommended. Again, retail can occupy the ground floor, activating the adjacent public realm and street.



The building and lot configuration is shown to illustrate typical market driven building massing, parking requirements and general efficient site configuration.



development standards

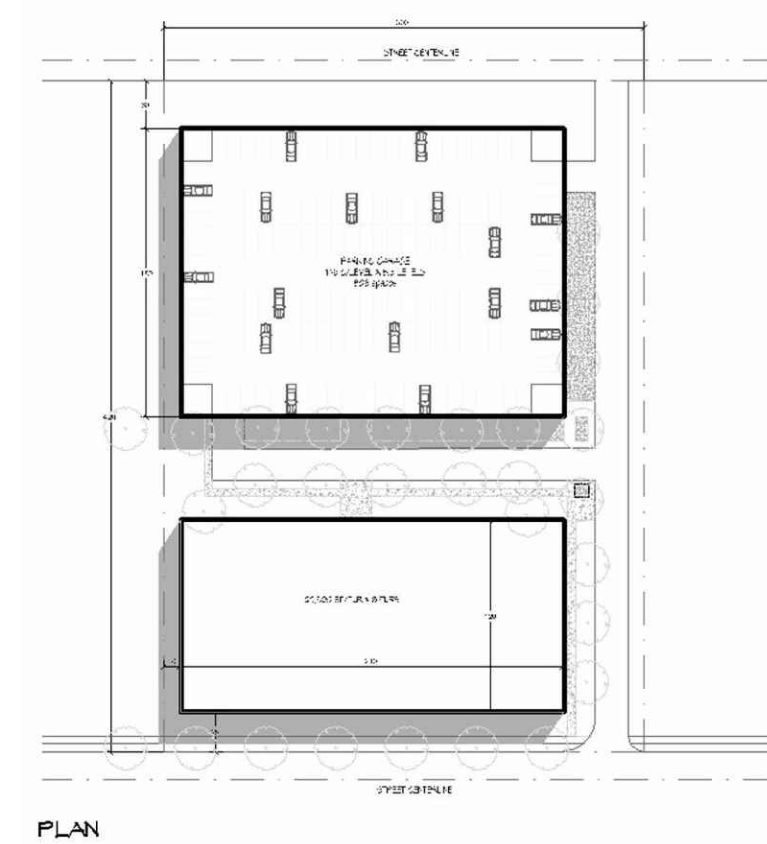
**TPOLOGY: COMMERCIAL**



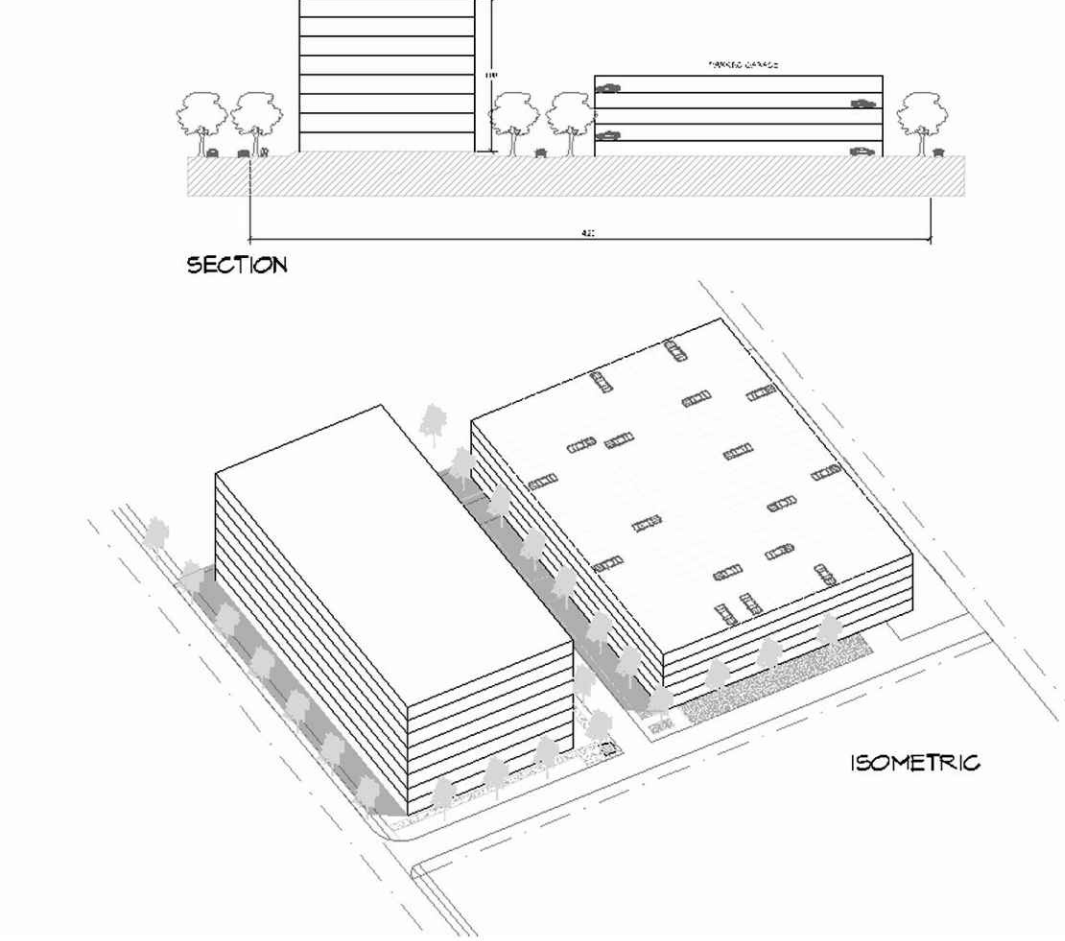
**Total Building Area:**  
230,400 sf (8 floors @ 28,800 sf)  
**Total Land Area:**  
3.4 acres / 148,500 sf  
**Building Height:**  
approximately 95'  
**Building Use:**  
Mixed-Use Office, Commercial, Retail  
**Building Placement:**  
Lot dimensions shown 300'x420'  
**Front Setback:**  
3' minimum from ROW  
**Parking Location:**  
Parking will be in the rear of lot

This building type should be located in areas designated with higher density. Uses within this building should be mixed.

The building and lot configuration is shown to illustrate typical market driven building massing, parking require-



ments and general efficient site configuration.



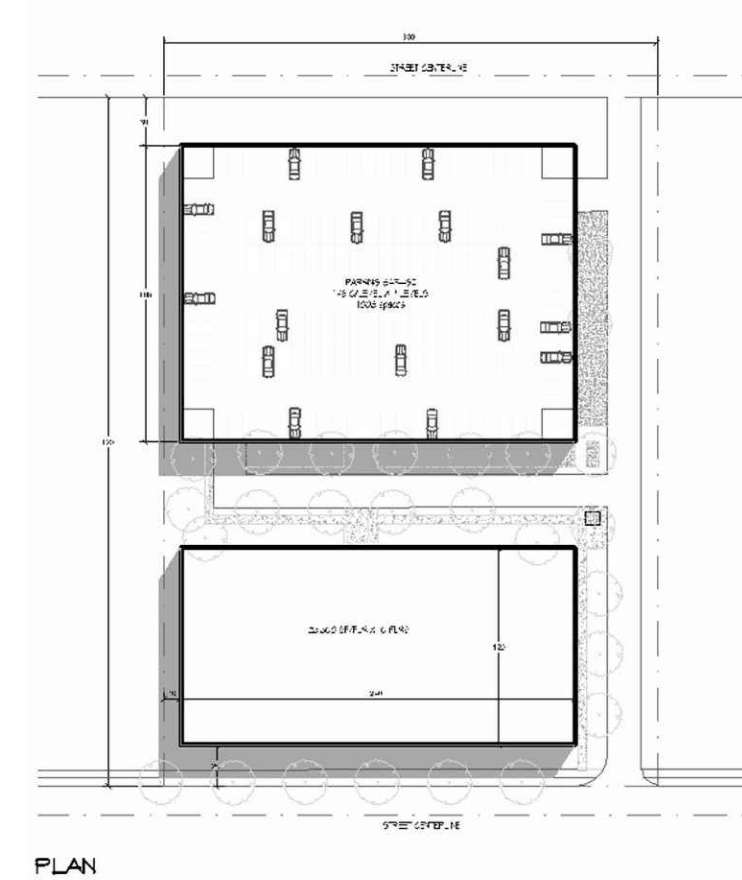
development standards

**TPOLOGY: COMMERCIAL**

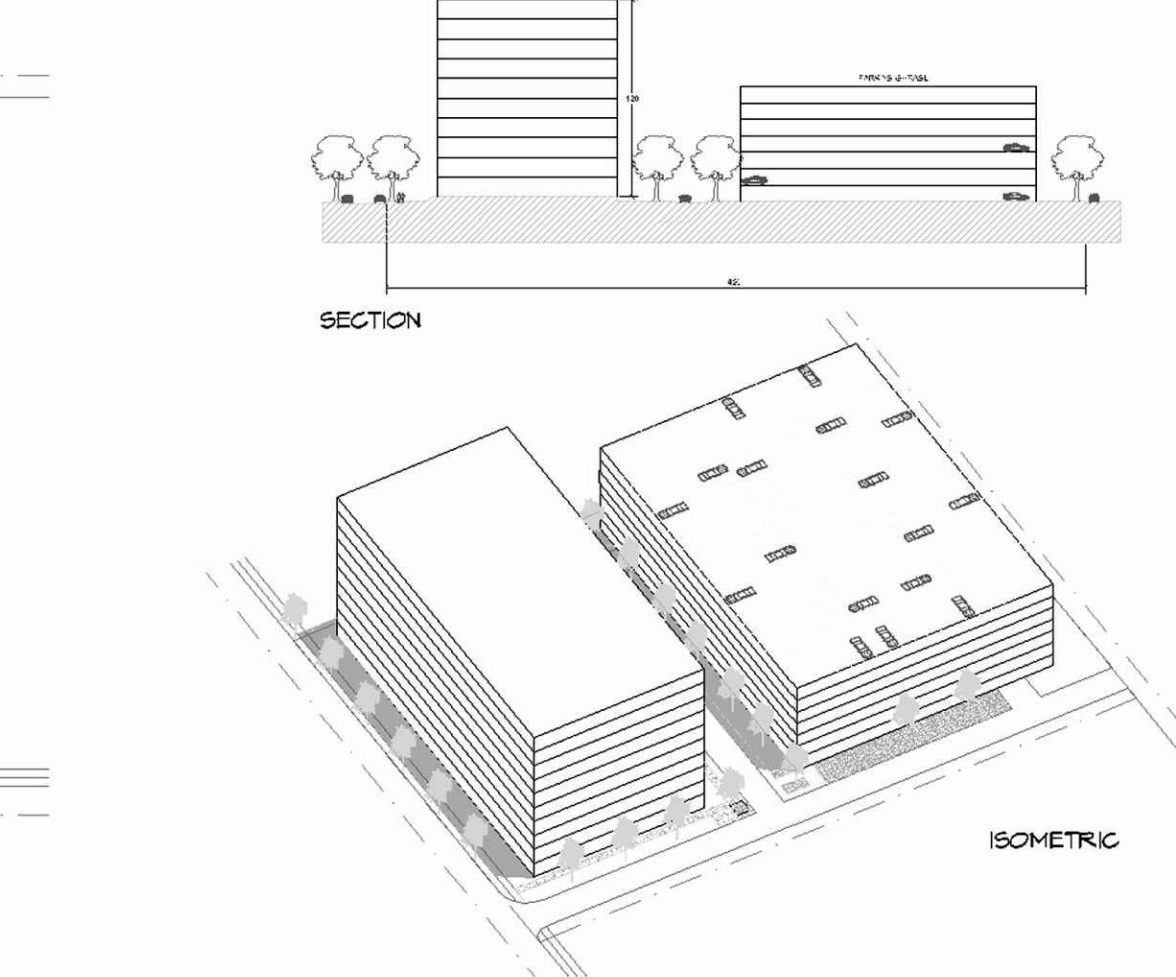


**Total Building Area:**  
288,000 sf (10 floors @ 28,800 sf)  
**Total Land Area:**  
3.4 acres / 148,500 sf  
**Building Height:**  
approximately 120'  
**Building Use:**  
Mixed-Use Office, Commercial, Retail  
**Building Placement:**  
Lot dimensions shown 300'x420'  
**Front Setback:**  
3' minimum from ROW  
**Parking Location:**  
Parking will be in the rear of lot

This building type should be located in areas designated with higher density. Uses within this building should be



mixed.



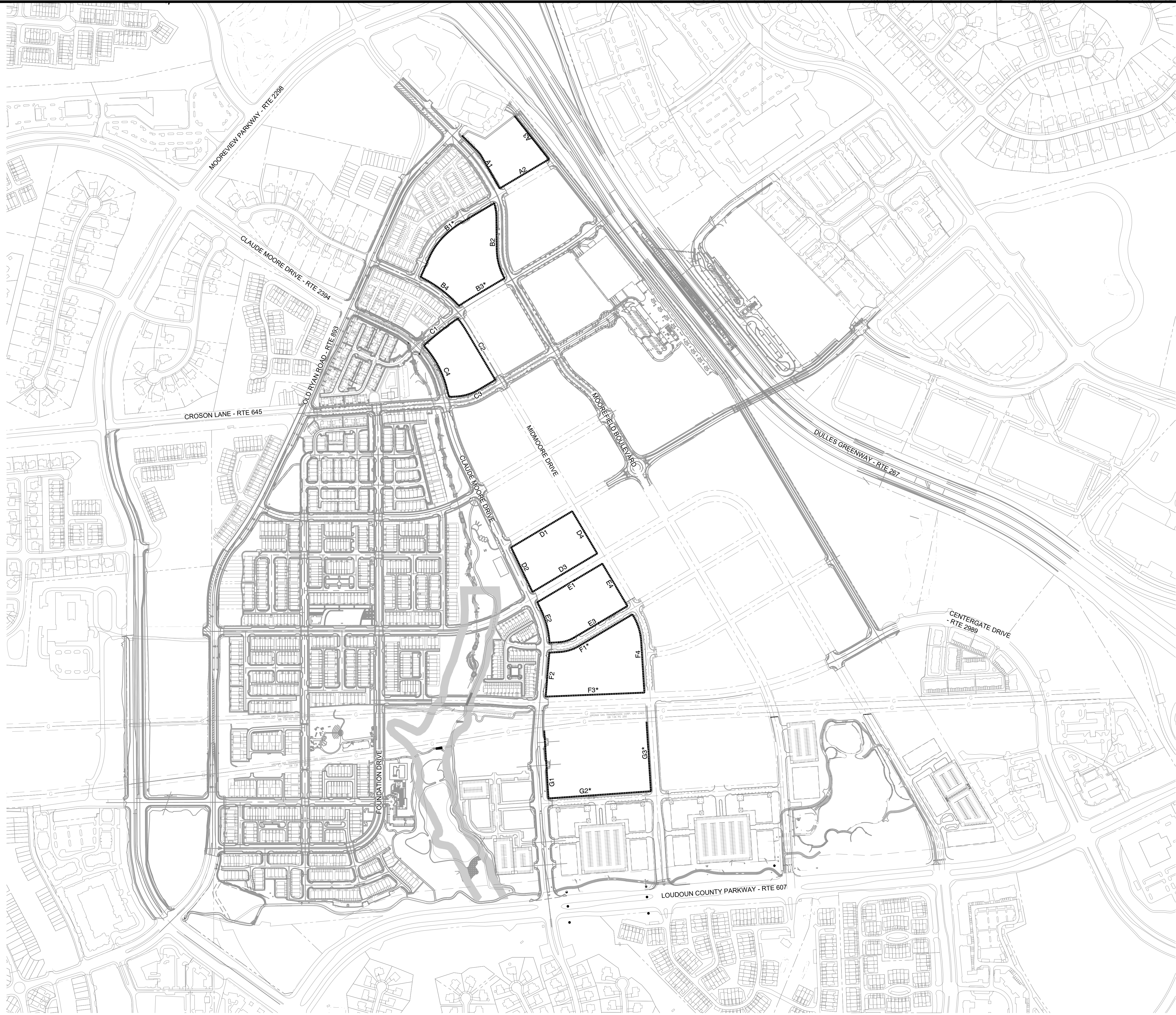
development standards

**GENERAL NOTES**

1. Non-Residential building elevations depicted are from approved ZCPA-2017-0007.
2. Building statistics (Area, Height, etc...) noted are purely illustrative examples of relative design characteristics for the various scale of buildings which will be constructed.

REVISION BLOCK
08/30/22 3rd REFERRAL COMMENTS
08/11/22 2nd REFERRAL COMMENTS
06/08/22 1st REFERRAL COMMENTS

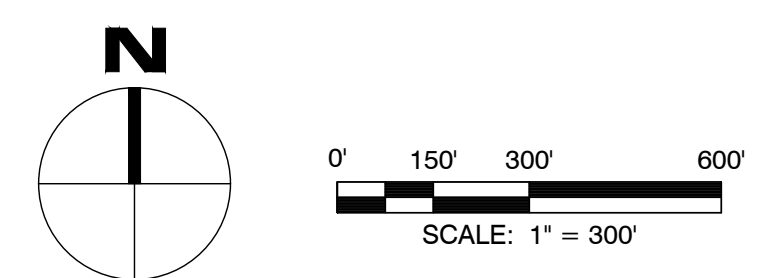
Plotted: Aug 30, 2022 at 12:15pm  
 \\net-is\resburg\Projects\50058973\CAD\Civil\Planning-na\deliverables\2022-fip\deliverables\21\_AVERAGE\_BLOCK\_LENGTH.dwg



	1	2	3	4
A	426.10	373.36	360.11	
B	351.41*	500.32	174.04*	314.45
C	284.02	469.94	352.58	349.86
D	463.18	322.24	491.46	321.00
E	493.16	279.37	571.20	321.00
F	303.10*	288.19	322.52*	522.26
G	417.73	335.12*	212.73*	

AVERAGE: 396.08

\*Secondary vehicle access provided. Half of block length



AVERAGE BLOCK LENGTH

MOOREFIELD  
 FINAL DEVELOPMENT PLAN  
 BROAD RUN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA

REVISION BLOCK	DATE	DESCRIPTION
	08/30/22	3rd REFERRAL COMMENTS
	08/11/22	2nd REFERRAL COMMENTS
	06/08/22	1st REFERRAL COMMENTS

DRAWN BY: JS  
 CHECKED BY: RTB  
 DATE: 3/18/2022

SCALE: AS NOTED

SHEET:  
 21 OF 21  
 FILE NO. 50058973

# **Tab H:**

Attorney's Opinion (MANDATORY)

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

March 11, 2026

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

RE: 2026 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Moorefield Station 9  
Name of Owner: Moorefield Station 9, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 10, 2026 (of which this opinion is a part) (the “**Application**”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“**Credits**”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “**Regulations**”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. Based solely upon my review of (i) the Applicant’s operating agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating

agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

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

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

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

Williams Mullen



By: \_\_\_\_\_  
Its: Shareholder

EXHIBIT A  
TO  
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's operating agreement; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

	NAME	TITLE
1	Stephen P. Wilson	President – Virginia Office of SCG Capital Corp., the sole member of SCG Development Manager, LLC, the managing member of SCG Development Partners, LLC, the manager of Moorefield Station 4 MM, LLC, the manager of Moorefield Station 4, LLC

# WILLIAMS MULLEN

Direct Dial: 804.420.6915  
adomson@williamsmullen.com

~~[Insert Date]~~  
March 11, 2026

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

RE: 2026 Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Moorefield Station 9  
Name of Owner: Moorefield Station 9, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated ~~\_\_\_\_\_~~ March 10, 2026 (of which this opinion is a part) (the “**Application**”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“**Credits**”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “**Code**”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “**Regulations**”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.

~~2.~~ ~~[Select One]~~

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

**OR**

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

4. ~~[Select One]~~

4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

OR

~~The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.~~

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

6. Based solely upon my review of (i) the Applicant's ~~[operating agreement/ partnership agreement]~~; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (none of which are attached to this Opinion), the individuals identified on the list attached as Exhibit A are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

~~7. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low income housing.~~

~~8. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~

~~9. [Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~10. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

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

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

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

Williams Mullen

(Add)



By: \_\_\_\_\_  
Its: Shareholder

EXHIBIT A  
TO  
ATTORNEY'S OPINION LETTER

Based solely upon my review of (i) the Applicant's ~~{operating agreement-  
partnership agreement}~~; (ii) any certifications, resolutions, or consents provided to me by the Applicant; and (iii) such operating agreements, partnership agreements, bylaws, or other organizational documents of the Applicant's Principals which I deemed necessary to issue this Opinion (*none of which are attached to this Opinion or included within this Exhibit*), the individuals identified below are duly authorized to execute documents on behalf of the Applicant, to the best of my knowledge and belief.

	NAME	TITLE
1	<a href="#"><u>Stephen P. Wilson</u></a>	<a href="#"><u>President – Virginia Office of SCG Capital Corp., the sole member of SCG Development Manager, LLC, the managing member of SCG Development Partners, LLC, the manager of Moorefield Station 4 MM, LLC, the manager of Moorefield Station 4, LLC</u></a>
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# 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)

This deal does not require  
information behind this tab.

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

This deal does not require  
information behind this tab.

# Tab K:

Documentation of Development Location:

This deal does not require  
information behind this tab.

# **Tab K.1**

Revitalization Area Certification

**Community Revitalization Plan Form Letter**  
**13 VAC 180-60(E)(2)(c)(6)**

**DATE:** February 23, 2026

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

**RE:** Community Revitalization Plan Form

Name of Development: Moorefield Station 9

Name of Owner/Applicant: Moorefield Station 9, LLC

Name of Seller/Current Owner: Claude Moore Charitable Foundation

**DEVELOPMENT DESCRIPTION:**

**Development Address:**

Parcel E-24 (2.9 acres) at intersection of Moorefield Blvd & Jefferson Park St.

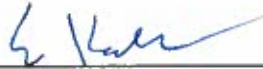
Parcel ID 120403361000 in the Loudoun County real estate assessment map.

**Proposed Improvements:**

New Construction:	# Units	<u>121</u>	# Buildings	<u>1</u>	Total Floor Area	<u>213,031.33</u>
Adaptive Reuse	# Units	<u>    </u>	# Buildings	<u>    </u>	Total Floor Area	<u>    </u>
Rehabilitation:	# Units	<u>    </u>	# Buildings	<u>    </u>	Total Floor Area	<u>    </u>

The Owner/Applicant listed above has asked this office to complete this form letter regarding the proposed Development described herein. This form letter will be used by Virginia Housing Development Authority for the sole purpose of determining whether the Development qualifies for points available under Virginia Housing's Qualified Allocation Plan for housing tax credits.

Accordingly, as indicated by my signature below, it is my opinion that the Development described above, as proposed to be constructed or rehabilitated, will utilize new or existing housing that conforms with the community's revitalization plan.



Signature

Eric Keeler

Printed Name

Director, Loudoun County Dept. of Housing & Community Development

Title

571-627-6450

Phone

March 5, 2026

Date

**NOTES TO LOCALITY:**

1. Return this form letter to the Owner/Applicant for inclusion in the tax credit application package.
2. Any change in this form may result in disqualification of the application.
3. If you have any questions, please contact the Tax Credit Allocation Department at

[taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

# **Tab K.2**

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



## Surveyor's Certification of Proximity to Transportation

### General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

Date: February 26, 2026

TO: Virginia Housing  
 601 South Belvidere Street  
 Richmond, Virginia 23220 2026 Tax Credit Reservation Request  
 Name of Development \_\_\_\_\_  
 Name of Owner \_\_\_\_\_

RE:  
 Moorefield Station 9  
 Moorefield Station 9, 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 or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name Dewberry  
 By Andrew Kioko, P.E. (0402050348)  
 Its Associate Vice President

Title

Digitally signed by  
 Andrew K Kioko  
 Date: 2026.03.06  
 14:23:41-05'00'

# Tab L:

PHA / Section 8 Notification Letter



## PHA or Section 8 Notification Letter

---

If you have any questions, please contact the Tax Credit Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

### General Instructions

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

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

**PHA or Section 8 Notification Letter**

**Date:** February 23, 2026

**To:** Eric Keeler  
Director, Loudoun County Department of Housing and Community Development  
1 Harrison Street SE, Leesburg, VA 20175

**Re:** Proposed Affordable Housing Development  
Name of Development: Moorefield Station 9  
Name of Owner: Moorefield Station 9, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on January 1, 2029 (date).

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

**Development Address:** Parcel E-24 (2.9 acres) at intersection of Moorefield Blvd & Jefferson Park St.  
Parcel ID 120403361000 in the Loudoun County real estate assessment map.

**Proposed improvements:**

New Construction:	# Units	<u>121</u>	# Buildings	<u>1</u>
Adaptive Reuse	# Units	<u>          </u>	# Buildings	<u>          </u>
Rehabilitation:	# Units	<u>          </u>	# Buildings	<u>          </u>

**Proposed Rents:**

Efficiencies: n/a	\$ <u>          </u> / month
1 Bedroom Units:	\$ <u>789.15 - 1,702.03</u> / month
2 Bedroom Units:	\$ <u>949.06 - 2,055.38</u> / month
3 Bedroom Units:	\$ <u>1,095.45 - 2,374.45</u> / month
4 Bedroom Units: n/a	\$ <u>          </u> / month

**Other Descriptive Information:**

Moorefield Station is a 249-unit affordable multifamily community built on Parcel E-24 of the Claude Moore Foundation's master planned site. This application contemplates a 4%/9% LIHTC hybrid deal on the whole site, with 128 4% LIHTC and 121 9% LIHTC units.

---

**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 703-942-6610.

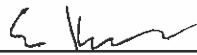
Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours.

Name Stephen P. Wilson

Title President, Virginia Office

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

Seen and acknowledged by: 

Printed Name: Eric Keeler

Title: Director, Loudoun County Department of Housing & Community Development

Phone: 571-627-6450

Date: March 5, 2026

Date: March 5, 2026

Date: March 5, 2026

---

# Tab M:

Intentionally Blank

This deal does not require  
information behind this tab.

# **Tab N:**

Homeownership Plan

This deal does not require  
information behind this tab.

# **Tab O:**

Plan of Development Certification Letter

This deal does not require  
information behind this tab.

# **Tab P:**

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

This deal does not require  
information behind this tab.

# **Tab Q:**

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

This deal does not require  
information behind this tab.

# **Tab R:**

Documentation of Utility Allowance calculation



# Energy & Utility Allowance Analysis

## Moorefield Station 9

43500 Moorefield Blvd  
Ashburn, VA 20148

(Known as parcel E-24 (approx. 2.9 acres) at the intersection of Moorefield Blvd. and Jefferson Park Street, noted with Parcel ID 120403361000 in the Loudoun County Real Estate Assessment map.)



## Report v1.0

March 4<sup>th</sup>, 2026

2701 Prosperity Ave, Ste. 100  
Fairfax, Virginia 22031

[www.sustainbldgs.com](http://www.sustainbldgs.com)



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**Energy Usage Budget & Utility Allowance Statement ..... 4**

**Utilities Cost Breakdown ..... 6**

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*Disclaimer: This analysis is not intended to predict the absolute energy consumption of the proposed facility, but rather it is intended to estimate order of magnitude savings for alternative systems and building options based on refined assumptions, building performance metrics and energy modeling expertise. Change in weather conditions, operational characteristics, end-user, miscellaneous electrical loads, controls alterations and other unpredictable metrics prevent the model from accurately predicting the actual annual energy consumption of any facility.*



## Purpose

Sustainable Building Partners, LLC (SBP) has developed several energy simulations using the Ekotrope™ software for **Moorefield Station 9** located at 43500 Moorefield Blvd, Ashburn, VA (known as Parcel E-24, approx. 2.9 acres at the intersection of Moorefield Blvd. and Jefferson Park Street noted with Parcel ID 120403361000 in the Loudoun County Real Estate Assessment Map). These models are developed to estimate utility use and cost for a utility allowance.

## Methodology

For this analysis, SBP is utilizing the Ekotrope™ software version 4.2.3 to generate the estimated utility use and cost. Ekotrope™ is also used for HERS ratings and for Energy Star certifications. This software accounts for factors including unit size, building orientation, design materials, mechanical systems, appliances and local weather information. Additional information about this software is available at <http://www.ekotrope.com>.

In order to develop allowances for this property, SBP used a matrix of unit conditions as shown in Table 1 to identify a modeling plan that accounts for differences in orientation and exterior exposure (12 separate Ekotrope™ model runs) as detailed in Table 2. The results of all models were then used to determine typical annual and monthly allowances for each unit type.

**Table 1: Unit Matrix**

Building	Number of Units
Studio	29
1-Bedroom	62
2-Bedroom	122
3-Bedroom	27
<b>Total</b>	<b>249</b>

**Table 2: Unit Modeling Plan**

Modeled Unit	Level(s)	Orientation
Studio	First	WC
	Mid	WC
	Top	WC
1 Bedroom	First	WC
	Mid	WC
	Top	WC
2 Bedroom	First	WC
	Mid	WC
	Top	WC
3 Bedroom	First	WC
	Mid	WC
	Top	WC

Total Unit Types to be Modeled	Total Model Runs
4	12



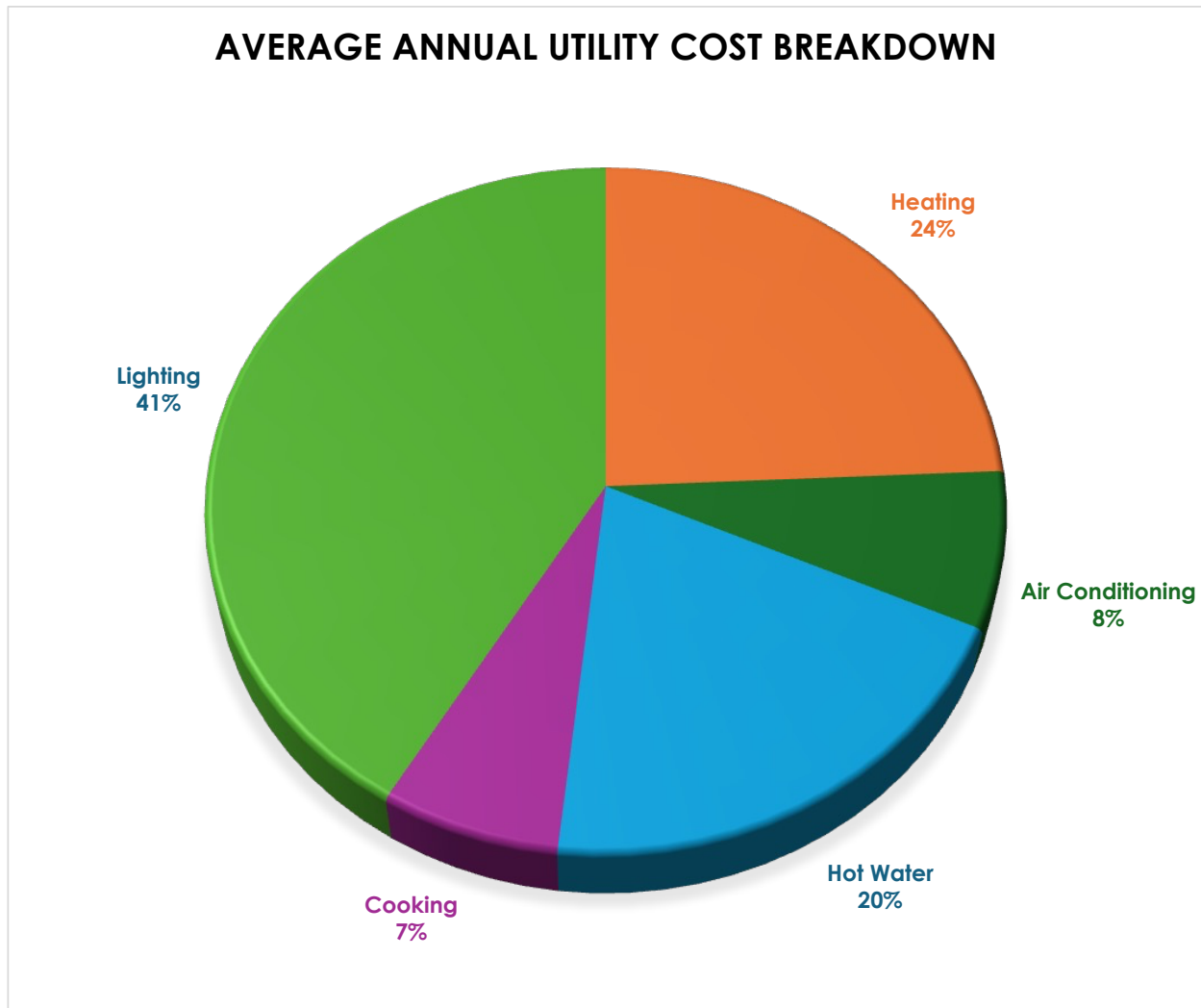
## Energy Usage Budget & Utility Allowance Statement

This section of the report summarizes the results of the energy simulations for all typical apartment units at Moorefield Station 9. Table 3 of this report details the estimated monthly utility paid directly by the tenants. Monthly electric cost is calculated using energy model and water and sewer costs are calculated based on the total water consumption from the fixtures provided for proposed design. DOAS heating and cooling costs are not represented as tenant expenditures since it is a central system.

**Table 3: Estimated Utility Allowance Summary (Tenant Direct Expenditures)**

Utilities	Utility Type (1,2)	Paid By	Studio	1-bdr	2-bdr	3-bdr
Heating	Electric	Tenant	\$18.82	\$20.75	\$25.64	\$30.25
Air Conditioning	Electric	Tenant	\$5.71	\$6.29	\$7.78	\$9.18
Cooking	Electric	Tenant	\$5.30	\$5.84	\$7.22	\$8.52
Lighting	Electric	Tenant	\$32.05	\$35.33	\$43.65	\$51.51
Hot Water	Electric	Tenant	\$15.62	\$17.21	\$21.27	\$25.10
Water	-	Tenant	\$18.89	\$20.66	\$22.44	\$24.23
Sewer	-	Tenant	\$22.29	\$25.77	\$29.27	\$32.76
Trash	-	Owner	N/A	N/A	N/A	N/A
<b>Total UA Cost</b>			<b>\$118.68</b>	<b>\$131.85</b>	<b>\$157.27</b>	<b>\$181.55</b>

The average utility cost breakdown for all the modeled units is represented in Figure 1 below. Note that costs will vary by unit and condition and the information below is intended to provide a rough order of magnitude breakdown that may be helpful to building ownership and tenants. Additional details of cost and end-use breakdowns are available in the Appendix of this report.



**Figure 1: Average Annual Utility Use Break Down for Units.**



## Utilities Cost Breakdown

### Electricity

The units are individually metered and will be charged under Dominion Energy Schedule 1 -Basic Residential Rates as detailed in Table 4 below. The calculated aggregate utility rate will vary for each unit given the block charges. The utility rate is current as of 01/01/2026 and was sourced from the website of Dominion Energy. <https://www.dominionenergy.com/virginia/rates-and-tariffs/residential-rates>

**Table 4: Rate Schedule**

Dominion Energy Residential Schedule R			
Customer Charge		\$7.58/unit-month	
	kWh	Summer	Winter
Generation	First 800	\$0.031212/kWh	\$0.030064/kWh
	800+	\$0.046243/kWh	\$0.026965/kWh
Transmission	All	\$0.0097/kWh	
Distribution	First 800	\$0.035690/kWh	\$0.035690/kWh
	800+	\$0.023596/kWh	\$0.023596/kWh
Riders <sup>1</sup>	All Applicable Riders	\$0.082502	
Tax	Sales, Use, Consumption Surcharge Tax	\$0.002486	
Total	First 800	\$0.16067/kWh	\$0.1595/kWh
	800+	\$0.16360/kWh	\$0.1443/kWh

1) Riders



## Appendix A: Energy Simulation Output Reports

Detailed Ekotrope™ utility cost output calculations are provided for each modeled unit below.



## Fuel Summary

**Property**  
, VA

Moorefield Station studio-  
Studio-1st Fl

**Organization**  
Sustainable Building Partners, L  
Scott Atkinson  
703-970-2890

**Builder**

**Inspection Status**  
Results are projected

### Annual Energy Cost

Electric	\$925
----------	-------

### Annual End-Use Cost

Heating	\$152
Cooling	\$36
Water Heating	\$200
Lights & Appliances	\$446
Onsite Generation	-\$0
Service Charges	\$91
Total	\$925

### Annual End-Use Consumption

Heating [Electric kWh]	953.7
Cooling [Electric kWh]	223.0
Hot Water [Electric kWh]	1,248.2
Lights & Appliances [Electric kWh]	2,792.2
Total [Electric kWh]	5,217.1
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

Peak Winter kW	1.13
Peak Summer kW	0.86

### Utility Rates

Electricity	Dominion Energy-Jan-2026
-------------	--------------------------

Ekotrope RATER - Version 4.2.3.3812

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## Fuel Summary

**Property**  
, VA

Moorefield Station studio-  
Studio-Middle Fl

**Organization**  
Sustainable Building Partners, L  
Scott Atkinson  
703-970-2890

**Builder**

**Inspection Status**  
Results are projected

### Annual Energy Cost

Electric	\$917
----------	-------

### Annual End-Use Cost

Heating	\$136
Cooling	\$44
Water Heating	\$199
Lights & Appliances	\$446
Onsite Generation	-\$0
Service Charges	\$91
Total	\$917

### Annual End-Use Consumption

Heating [Electric kWh]	853.0
Cooling [Electric kWh]	274.2
Hot Water [Electric kWh]	1,247.3
Lights & Appliances [Electric kWh]	2,792.2
Total [Electric kWh]	5,166.7
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

Peak Winter kW	1.03
Peak Summer kW	0.84

### Utility Rates

Electricity	Dominion Energy-Jan-2026
-------------	--------------------------

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## Fuel Summary

**Property**  
, VA

Moorefield Station studio-  
Studio-Top Fl

**Organization**  
Sustainable Building Partners, L  
Scott Atkinson  
703-970-2890

**Builder**

**Inspection Status**  
Results are projected

### Annual Energy Cost

Electric	\$974
----------	-------

### Annual End-Use Cost

Heating	\$180
Cooling	\$56
Water Heating	\$199
Lights & Appliances	\$446
Onsite Generation	-\$0
Service Charges	\$91
Total	\$974

### Annual End-Use Consumption

Heating [Electric kWh]	1,130.8
Cooling [Electric kWh]	350.8
Hot Water [Electric kWh]	1,247.8
Lights & Appliances [Electric kWh]	2,792.2
Total [Electric kWh]	5,521.6
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

Peak Winter kW	1.18
Peak Summer kW	0.87

### Utility Rates

Electricity	Dominion Energy-Jan-2026
-------------	--------------------------

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## Fuel Summary

**Property**  
, VA

Moorefield Station 2br  
2br-1st Fl

**Organization**  
Sustainable Building Partners, L  
Scott Atkinson  
703-970-2890

**Builder**

**Inspection Status**  
Results are projected

### Annual Energy Cost

Electric	\$1,272
----------	---------

### Annual End-Use Cost

Heating	\$299
Cooling	\$63
Water Heating	\$268
Lights & Appliances	\$550
Onsite Generation	-\$0
Service Charges	\$91
Total	\$1,272

### Annual End-Use Consumption

Heating [Electric kWh]	1,888.0
Cooling [Electric kWh]	395.2
Hot Water [Electric kWh]	1,683.1
Lights & Appliances [Electric kWh]	3,450.6
Total [Electric kWh]	7,417.0
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

Peak Winter kW	1.80
Peak Summer kW	1.25

### Utility Rates

Electricity	Dominion Energy-Jan-2026
-------------	--------------------------

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## Fuel Summary

**Property**  
, VA

Moorefield Station 2br  
2br-Middle Fl

**Organization**  
Sustainable Building Partners, L  
Scott Atkinson  
703-970-2890

**Builder**

**Inspection Status**  
Results are projected

### Annual Energy Cost

Electric	\$1,244
----------	---------

### Annual End-Use Cost

Heating	\$254
Cooling	\$79
Water Heating	\$268
Lights & Appliances	\$551
Onsite Generation	-\$0
Service Charges	\$91
<b>Total</b>	<b>\$1,244</b>

### Annual End-Use Consumption

Heating [Electric kWh]	1,601.0
Cooling [Electric kWh]	490.4
Hot Water [Electric kWh]	1,682.2
Lights & Appliances [Electric kWh]	3,450.6
<b>Total [Electric kWh]</b>	<b>7,224.3</b>
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

Peak Winter kW	1.65
Peak Summer kW	1.22

### Utility Rates

Electricity	Dominion Energy-Jan-2026
-------------	--------------------------

Ekotrope RATER - Version 4.2.3.3812

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## Fuel Summary

**Property**  
, VA

Moorefield Station 2br  
2br-Top Fl

**Organization**  
Sustainable Building Partners, L  
Scott Atkinson  
703-970-2890

**Builder**

**Inspection Status**  
Results are projected

### Annual Energy Cost

Electric	\$1,330
----------	---------

### Annual End-Use Cost

Heating	\$323
Cooling	\$98
Water Heating	\$268
Lights & Appliances	\$550
Onsite Generation	-\$0
Service Charges	\$91
<b>Total</b>	<b>\$1,330</b>

### Annual End-Use Consumption

Heating [Electric kWh]	2,041.1
Cooling [Electric kWh]	611.8
Hot Water [Electric kWh]	1,682.5
Lights & Appliances [Electric kWh]	3,450.6
<b>Total [Electric kWh]</b>	<b>7,786.0</b>
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

Peak Winter kW	1.86
Peak Summer kW	1.27

### Utility Rates

Electricity	Dominion Energy-Jan-2026
-------------	--------------------------

Ekotrope RATER - Version 4.2.3.3812

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## Fuel Summary

**Property**  
, VA

Moorefield Station 3br  
3br-1st Fl

**Organization**  
Sustainable Building Partners, L  
Scott Atkinson  
703-970-2890

**Builder**

**Inspection Status**  
Results are projected

### Annual Energy Cost

Electric	\$1,494
----------	---------

### Annual End-Use Cost

Heating	\$346
Cooling	\$79
Water Heating	\$344
Lights & Appliances	\$634
Onsite Generation	-\$0
Service Charges	\$91
<b>Total</b>	<b>\$1,494</b>

### Annual End-Use Consumption

Heating [Electric kWh]	2,210.4
Cooling [Electric kWh]	489.1
Hot Water [Electric kWh]	2,166.8
Lights & Appliances [Electric kWh]	3,987.8
<b>Total [Electric kWh]</b>	<b>8,854.1</b>
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

Peak Winter kW	2.25
Peak Summer kW	1.43

### Utility Rates

Electricity	Dominion Energy-Jan-2026
-------------	--------------------------

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## Fuel Summary

**Property**  
, VA

Moorefield Station 3br  
3br-Middle Fl

**Organization**  
Sustainable Building Partners, L  
Scott Atkinson  
703-970-2890

**Builder**

**Inspection Status**  
Results are projected

### Annual Energy Cost

Electric	\$1,468
----------	---------

### Annual End-Use Cost

Heating	\$301
Cooling	\$97
Water Heating	\$344
Lights & Appliances	\$635
Onsite Generation	-\$0
Service Charges	\$91
<b>Total</b>	<b>\$1,468</b>

### Annual End-Use Consumption

Heating [Electric kWh]	1,912.8
Cooling [Electric kWh]	605.7
Hot Water [Electric kWh]	2,165.9
Lights & Appliances [Electric kWh]	3,987.8
<b>Total [Electric kWh]</b>	<b>8,672.1</b>
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

Peak Winter kW	2.18
Peak Summer kW	1.40

### Utility Rates

Electricity	Dominion Energy-Jan-2026
-------------	--------------------------

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## Fuel Summary

**Property**  
, VA

Moorefield Station 3br  
3br-Top Fl

**Organization**  
Sustainable Building Partners, L  
Scott Atkinson  
703-970-2890

**Builder**

**Inspection Status**  
Results are projected

### Annual Energy Cost

Electric	\$1,575
----------	---------

### Annual End-Use Cost

Heating	\$386
Cooling	\$121
Water Heating	\$343
Lights & Appliances	\$633
Onsite Generation	-\$0
Service Charges	\$91
<b>Total</b>	<b>\$1,575</b>

### Annual End-Use Consumption

Heating [Electric kWh]	2,464.2
Cooling [Electric kWh]	756.9
Hot Water [Electric kWh]	2,166.2
Lights & Appliances [Electric kWh]	3,987.8
<b>Total [Electric kWh]</b>	<b>9,375.1</b>
Total Onsite Generation [Electric kWh]	0.0

### Peak Electric Consumption

Peak Winter kW	2.41
Peak Summer kW	1.45

### Utility Rates

Electricity	Dominion Energy-Jan-2026
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All results are based on data entered by Ekotrope users. Ekotrope disclaims all liability for the information shown on this report.



## Appendix B: Modeled Utility Rate Schedule



Virginia Electric and Power Company

Schedule 1

RESIDENTIAL SERVICE

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable only to Customers (1) who elect to receive separately metered and billed Electricity Supply Service and Electric Delivery Service from the Company or (2) who are eligible for and elect to purchase Electricity Supply Service from a Competitive Service Provider in accordance with Va. Code § 56-577 A for use in and about (a) a single-family residence, flat or apartment, (b) a combination farm and one occupied single-family residence, flat or apartment, (c) a private residence used as a boarding and/or rooming house with no more than one cooking installation nor more than ten bedrooms, or (d) separately metered service to detached accessory buildings appurtenant to residential dwellings unless such buildings use electricity for commercial or industrial purposes.

A combination residence and farm, having more than one single-family residence, flat or apartment served electricity through a single meter, that was being billed under this schedule prior to April 1, 1971, may continue to be supplied electricity under this schedule provided each such dwelling unit is occupied by the owner or by a tenant working on the farm. Such multiple-residence farms connected on and after April 1, 1971, shall not be served under this schedule.

This schedule is not applicable for (a) individual motors rated over 15 HP, and (b) commercial use as in hotels, public inns, motels, auto courts, tourist courts, tourist camps, or trailer camps.

II. MONTHLY RATE

A. Distribution Service Charges

1. Basic Customer Charge

Basic Customer Charge \$7.58 per billing month.

2. Plus Distribution kWh Charge

a. Billing Months of June – September

First 800 kWh @ 3.5690¢ per kWh  
Over 800 kWh @ 2.3596¢ per kWh

b. Billing Months of October – May

First 800 kWh @ 3.5690¢ per kWh  
Over 800 kWh @ 2.3596¢ per kWh

(Continued)

Filed 12-09-25  
Electric-Virginia

Superseding Filing Effective For Usage On and After 01-01-25.  
This Filing Effective For Usage On and After 01-01-26.



Virginia Electric and Power Company

Schedule 1

RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

- 3. Plus each Distribution kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges.
- 4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Distribution Standby Charge of \$4.19 per kW of demand, minus the charge under II.A.2., above, but not less than zero.

B. Electricity Supply (ES) Service Charges

Paragraph II.B. is not applicable to Customers receiving Electricity Supply Service from a Competitive Service Provider, except for non-bypassable charges in the Exhibit of Applicable Riders, as discussed in Paragraph V., below:

1. Generation kWh Charge

a. Billing Months of June – September			
First 800 ES kWh	@		3.1212¢ per kWh
Over 800 ES kWh	@		4.6243¢ per kWh
b. Billing Months of October – May			
First 800 ES kWh	@		3.0064¢ per kWh
Over 800 ES kWh	@		2.6965¢ per kWh

2. Plus Transmission kWh Charge

- a. All kWh @ 0.970¢ per kWh
- b. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Transmission Standby Charge of \$1.32 per kW of demand, minus the charge under II.B.2.a., above, but not less than zero.

- 3. Plus each Electricity Supply kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges, as discussed in Paragraph V., below.

(Continued)

Filed 12-09-25  
Electric-Virginia

Superseding Filing Effective For Usage On and After 01-01-25.  
This Filing Effective For Usage On and After 01-01-26.



Virginia Electric and Power Company

Schedule 1

RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, each measured kW of Demand is subject to all applicable riders, included in the Exhibit of Applicable Riders.

- C. The minimum charge shall be the Basic Customer Charge in II.A.1., above.

III. DETERMINATION OF DEMAND

Where demand is measured by the Company, such demand will be determined as the highest average kW measured during any 30-minute interval of the current billing month, rounded to the nearest tenth.

IV. METER READING AND BILLING

- A. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.

- B. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in the initial block of the Distribution kWh Charge and the Generation kWh Charge shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the rate specified in II.A.4. shall be multiplied by two before the kW of demand is applied to such modified rate; the rate specified in II.B.2.b. shall be multiplied by two before the kW of demand is applied to such modified rate; and the minimum charge shall be the modified Basic Customer Charge.

V. NON-BYPASSABLE CHARGES

Any Commission approved non-bypassable charges in the Exhibit of Applicable Riders shall apply to all Customers, irrespective of generation supplier pursuant to Virginia Law, unless the Customer meets the statutory requirements for exemption from such charges.

VI. TERM OF CONTRACT

Open order.

Filed 12-09-25  
Electric-Virginia

Superseding Filing Effective For Usage On and After 01-01-25.  
This Filing Effective For Usage On and After 01-01-26.



### Loudoun County Water and Sewer Rates



## Schedule Of Rates For Residential Customers

FIXED BASIC CHARGES, PER QUARTER		
	WATER	SEWER
	1/1/2026	1/1/2026
All Residential Customers	\$45.97	\$45.92
Single Service Charge	\$3.50	

VOLUME CHARGES, PER 1,000 GALLONS, PER QUARTER	
	WATER
	1/1/2026
Tier 1 (0 - 25,000 gallons)	\$3.37
Tier 2 (25,001 - 50,000 gallons)	\$9.34
Tier 3 (> 50,000 gallons)	\$12.52
	SEWER
	1/1/2026
Uniform Rate	\$6.59

# **Tab S:**

Supportive House Mandatory  
Certification and Documentation

This deal does not require  
information behind this tab.

# **Tab T:**

Funding Documentation

COMMONWEALTH OF VIRGINIA  
*COUNTY OF LOUDOUN*  
BOARD OF SUPERVISORS



**RESOLUTION**

**AMENDMENT TO THE RESOLUTION OF THE BOARD OF SUPERVISORS OF  
LOUDOUN COUNTY VIRGINIA APPROVING A LOAN FOR MOOREFIELD  
STATION APARTMENTS (PHASE 1 AND 2)**

**WHEREAS**, on October 21, 2025, the Loudoun County Board of Supervisors (Board) approved (9-0) a loan from the Affordable Multifamily Housing Loan Program for Moorefield Station Apartments (Phase 1 and 2) (Project) in an amount not to exceed \$19,296,461 (Loan) to help finance 249 Affordable Housing Units under the 4% non-competitive Virginia Housing (VH) Low-Income Housing Tax Credit (LIHTC) program; and

**WHEREAS**, in February 2026, SCG Development Partners, LLC (Developer) requested to Loudoun County's Department of Housing and Community Development to pursue an alternate plan to finance the Project with 9% competitive VH LIHTCs in addition to 4% non-competitive LIHTCs; and

**WHEREAS**, in March 2026 the Developer will submit applications to VH for 9% competitive LIHTC allocations; and

**WHEREAS**, the Board has determined that the proposed Loan would further the stated goal of the Housing Fund to advance the provision of affordable housing in Loudoun County.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF  
LOUDOUN COUNTY, VIRGINIA TO AMEND THE RESOLUTION AS FOLLOWS:**

1. The Board approves an amendment to the Loan and the Resolution subject to the following conditions:
  - a. The Loan will be subject to the Developer being awarded one of the following: (i) 4% non-competitive VH LIHTCs (with tax-exempt bonds); (ii) 9% competitive VH LIHTCs (with taxable bonds or other debt structure permitted by VH); or (iii) a combination of 4% non-competitive VH LIHTCs and 9% competitive VH LIHTCs (with a debt structure permitted by VH); and
  - b. The sole borrowers of the Loan must each be a single purpose entity approved by the County in which the Managing Member is controlled by the Developer.

2. Additionally, the Board authorizes the County Administrator or his designee, as advised by the County Attorney, to approve the modification of non-material terms and conditions to the loan as long as such modifications do not materially increase the County's financial risk.
  
3. Except as provided herein, all other terms in the Resolution remain the same.

Signed by:  
*Phyllis Randall*  
88FA03F2D9EB4FA...

\_\_\_\_\_  
Phyllis J. Randall  
Chair, Board of Supervisors

Attest:

DocuSigned by:  
*Tim Hemstreet*  
FE1FA8996D564E1... \_\_\_\_\_

Tim Hemstreet  
Clerk to the Board

Adopted by the Board of Supervisors of Loudoun County, Virginia, this 3rd day of March 2026.



## Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Tuesday, October 21, 2025, at 4:00 p.m.


IN RE: Finance/Government Operations and Economic Development Committee Report: Affordable Multi-family Housing Loan Program Application for Moorefield Station Apartments (Phase 1 and 2) (Broad Run)

Chair Randall moved the recommendation of the Finance/Government Operations and Economic Development Committee that the Board of Supervisors approve a loan for Moorefield Station Apartments (Phase 1 and 2) in an amount not to exceed \$19,296,461 from the Housing Trust with the loan terms and conditions described in Attachment 1 to the October 21, 2025, Board of Supervisors Business Meeting Action Item.

Seconded by Supervisor Briskman.

Voting on the Motion: Supervisors Briskman, Glass, Kershner, Letourneau, Randall, Saines, TeKrony, Turner, and Umstatt – Yes; None – No.

A COPY TESTE:

Signed by:  
  
02C1BBA56D3E4AE...

DEPUTY CLERK TO THE LOUDOUN  
COUNTY BOARD OF SUPERVISORS

**RESOLUTION OF THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY  
VIRGINIA APPROVING A LOAN FOR MOOREFIELD STATION APARTMENTS  
(PHASE 1 AND 2)**

WHEREAS, on August 12, 1997, the Board of Supervisors (the “Board”) established the County of Loudoun Housing Trust (the “Trust”), granting authority to the Board, as Trustee, to spend monies in the Trust to further the provision of Affordable Dwelling Units (“ADUs”) as set forth in Chapter 1450 of the Codified Ordinances of Loudoun County (“Chapter 1450”) and further authorizing the Board to amend the Trust as it deems necessary, provided such amendment is consistent with the purpose of the Trust to further the provision of affordable housing in Loudoun County; and

WHEREAS, on October 12, 2016, the Board amended Article 7 of the Loudoun County Zoning Ordinance (current Chapter 9) to allow a developer to satisfy ADU requirements by providing Affordable Housing Units in lieu of ADUs; pursuant to Article 8 (current Chapter 12) of the Zoning Ordinance, an “Affordable Housing Unit” (“AHU”) is defined as a unit for rent or for sale developed pursuant to certain specified Virginia Housing Development Authority (currently known as Virginia Housing, “VHDA”) or United States Department of Housing and Urban Development (“HUD”) programs; and

WHEREAS, on July 20, 2017, the Board amended the Trust to authorize the Board, as Trustee, to grant loans from the Trust to help finance AHUs in a particular development in excess of the minimum number of units necessary to satisfy ADU Program requirements pursuant to Article 7 (current Chapter 9) of the Zoning Ordinance; and

WHEREAS, the Board has transferred local tax revenue from the General Fund to the Housing Fund to be used for affordable housing needs in alignment with the Unmet Housing Needs Strategic Plan (UHNSP) during its annual budget processes since FY 2023 to assist with the provision of affordable housing in Loudoun County; and

WHEREAS, SCG Development Partners, LLC, a Delaware limited liability company or an affiliate thereof (“Developer”), a for-profit housing developer, has requested the Board to approve loans for Moorefield Station Apartments Phase 1, and Moorefield Station Apartments Phase 2 (the “Project”) for a combined total amount not to exceed \$19,296,461 (the “Loans”). The Loans will be subordinated financing and will be included as part of the VHDA applications for Low Income Housing Tax Credits (“LIHTC”) under the 4% non-competitive VHDA LIHTC. The Loans will be used in order to construct and develop a two-phased, multifamily rental development using a condominium regime located at Moorefield Station Boulevard and Route 267, in the Broad Run Election District, to be developed and operated as one affordable community; and

WHEREAS, the Board has determined that the proposed Loans would further the stated goal of the Trust and the Housing Fund to advance the provision of affordable housing in Loudoun County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA:

1. The Board approves the combined loan amounts not to exceed \$19,296,461 from the Housing Trust, provided that any changes outlined herein will be subject to the underwriting and approval of the County in its reasonable discretion. The Loans will be subject to the following conditions:

- a) Developer is awarded the 4% non-competitive VHDA LIHTC, tax-exempt bonds, and Amazon Housing Equity Fund (HEF), and/or other funding sources for the Project; and
- b) Developer obtains additional funding for the Project in the approximate amount of \$105,603,539, which is the funding amount needed for the Project from non-County sources (as indicated in the Developer's Schedule of Sources and Uses of Funds provided to the County) and is the funding amount the Board took into consideration when calculating the amount of the Loans and the gap financing of the Project to be covered by the Loans; and
- c) Developer shall continue searching in the market for any new financing opportunities or additional sources to reduce the Loans and shall inform the County on a monthly basis of the organizations/entities/programs contacted and responses received. Any additional sources of funding obtained by Developer, in addition to the financing referenced in (a) above, shall be accounted by Developer as follows: (i) if the Loans have been already disbursed, additional sources will be applied to pay the outstanding principal amounts of the Loans and/or accrued but unpaid interest; and (ii) if the Loans have not been disbursed, as additional financing to reduce the amount of the Loans up to an amount where the Project maintains same debt service coverage ratio and keeps in compliance with VHDA regulations, as applicable; and
- d) At the beginning and at the end of construction of each phase of the Project, Developer shall submit to the County evidence of the bid and of the actual cost of development and construction for each phase of the Project and of any cost savings for each phase of the Project. Any net savings to each phase of the Project calculated after the final cost certification and taking into account any adjustments to the investor capital contributions shall be accounted by Developer as applicable, as follows: 50% to pay outstanding principal and accrued or unpaid interest of each Loan, and 50% paid to Developer to fund reserves, paydown other principal debt, reduce each phase of the Project's Developer's Deferred Developer Fee, or any other reductions or costs deemed prudent by Developer and the County; and
- e) Developer can only use the Loans to pay for eligible development costs approved by the County for affordable housing units within each phase of the Project ("Approved Use of the Loans"), and shall not use the Loans to pay for operating expenses, social services, project reserves, hard or soft cost contingencies, developer fees, pre-development costs, builder's profit or overhead, architect administration, syndication related costs, construction management fees, development/financing consultant fees or fees for other non-development related services, or financing fees; and
- f) Within 15 days of receipt of final third-party debt and equity commitments, Developer shall submit to the County the budget, pro-forma and schedule of sources and uses for each phase of the Project; and
- g) The amount of the Loans will be disbursed by an escrow account agent pursuant to an escrow account agent agreement approved by VHDA, if required, the County, and Developer, as applicable, only for the Approved Use of the Loans, and in accordance with final schedule of sources and uses approved by VHDA, the County, and Developer; and

- h) Developer shall grant and record, for each phase, in the Loudoun County land records for no less than 99-year affordability restrictive covenants; and
- i) Developer shall grant an assignable right of first refusal, for each phase, to the Board to purchase the Project subject to any non-profit ownership partner's priority right of first refusal, in accordance with the right of first refusal agreement with the County, in the event that each phase of the Project, or a portion of it, is transferred, sold or refinanced; and
- j) Developer shall provide common area Wi-Fi and in-unit infrastructure for Wi-Fi to the residents of each phase of the Project, at no additional cost to the tenants; and Developer shall provide on-site resident services to residents of each phase of the Project, at no additional cost to the tenants; and
- k) Developer shall include this Resolution when requesting proposals from lenders and/or investors for each phase of the Project, including equity investors. No terms negotiated between Developer and other parties shall violate this Resolution; and
- l) The following terms apply to the Loans for each phase:
  - A) Interest Rate: Fixed rate of interest of 2.0 percent (2%) simple annual interest; and
  - B) Repayment of the Loans: Each Loan shall be fully repaid in Year 40 of the Loans by using certified cash flow of the Projects as follows: 25 percent of certified cash flow splits until full repayment of each phase's deferred developer fee, at which time, if Amazon HEF funds are utilized for either and/or both phases, 37.5 percent of certified cash flow shall be used to repay the Loans. If Amazon HEF funds are not utilized for either and/or both phases, then 75 percent of certified cash flow shall be used to repay the Loans. If in the last year of the loan terms there is still outstanding loan principal and interest for either and/or both phases, Developer shall be required to pay balloon payments equivalent to the remaining loan principal and interest for each loan; and
  - C) Annual cash flows (aka residual receipts) will be certified by approved accountant and calculated as cash flow from operations available after payment of primary debt. Interest will be paid first with each annual payment then any remaining cash will be applied to reduce principal. Any annual interest due, but not fully paid, will carry over to the following year, but will not compound; and
  - D) Cash flow (aka residual receipts) means for each fiscal year, the total gross revenues for such fiscal year plus any amounts released from each Project's reserve or escrow account as no longer being necessary to be held as part of such reserve or escrow account, minus the sum of the fiscal year (a) total senior lender debt service payments, (b) total approved operating expenses, (c) payments by Developer, as applicable, into the required VHDA or other lender capital replacement reserve, and (d) VHDA or other lender monitoring fee payment, if any. Within the compliance period as set forth by VHDA, the Developer may use an amount to be released from each phase of the Project's reserves or escrow accounts to pay the deferred developer fees; and
  - E) Each loan will be secured by a promissory note executed by the applicable Borrower SPE (as defined below) in favor of the County and secured by deeds of trust on the land acquired for the Project plus improvements owned by such Borrower SPE, as applicable; the notes and respective deeds of trust will be subordinate to the primary construction and permanent lenders and, if applicable,

Amazon HEF, and will be in a lien position acceptable to the County and consistent with senior lender and VHDA requirements; and

F) The Loans shall be used to finance only each phase of the Project, as described in the Loan application, whose main terms are as follows: (i) two new construction, five-story elevator-serviced, mid-rise buildings with a total of 249 units, structured under two separate condominium regimes, with a five-story structured parking garage, clubroom, a designated leasing and lobby space, and fitness room and a leasing office; (ii) building to meet National Green Building Standard/Energy Star or EarthCraft programs; (iii) mix of about 4 percent (29 units) studios, 29 percent (71 units) one-bedrooms, about 49 percent (122 units) two-bedrooms; and about 11 percent (27 units) three-bedrooms (iv) 26 units to serve households with incomes no greater than 30 percent of the Area Median Income (AMI), 99 units to serve households with incomes no greater than 50 percent of the AMI, 13 units to serve households with incomes no greater than 60 percent of the AMI; and 111 units to serve households with incomes no greater than 70 percent of the AMI, subject to non-material adjustments to reflect final underwriting, design, and regulatory compliance; (v) two of the two- or three-bedroom units will be reserved as mental health units as defined in ZMAP-2001-0003 Proffer X, and must be leased to the County for 99 years, subject to the County's acceptance and approval; and

G) The Loans and the Loan Documents are subject to and should be consistent with the terms and conditions of VHDA, if applicable, any Project lenders, the Trust, and Amazon HEF; subject to VHDA requirements, if applicable, the Loans and its repayments shall be consistent with the terms outlined in this Resolution and the October 21, 2025, Board Regular Business Action Item. The Loan documents must be approved by VHDA, if applicable, any Project lenders, and the Loudoun County Attorney; and

H) The characteristics of both phases of the Project offered in the LIHTC applications submitted to VHDA shall not be inferior to the characteristics identified in sub-paragraph F) above; and

I) A copy of the funding application submitted to VHDA, or any Project lenders, for both phases of the Project shall be provided to the County within 15 days of such submission; and

J) The funding of the Loans is contingent upon Developer applying for and receiving awards of 4% LIHTC from VH for both Projects, and loans from Amazon's HEF for either and/or both Projects; and

K) The Developer must form two separate single purpose entities in which the Managing Members are wholly controlled by the Developer ("Borrower SPE(s)") to own each respective phase to act as the borrower for the applicable loan. Each Borrower SPE must be formed and in good standing prior to closing and is subject to approval by the County in its sole discretion; and

L) Developer may not assign, delegate, transfer, or otherwise convey any of its rights or obligations under this Resolution, including the right to designate a borrower.

2. The Board agrees to set aside from the Housing Trust an amount not to exceed \$19,296,461 to be lent to the applicable Borrower SPE, subject to compliance with all and each of

the terms and conditions of this Resolution. The County Loans will close not later than April 1, 2028, after which date the amount approved in this Resolution will no longer be available unless approved by the Board. The County Administrator or his designee is authorized to execute the final Loan documents, consistent with this Resolution, in final form approved by the County Attorney or his designee.

Board of Supervisors of Loudoun County, Virginia

Attest:

DocuSigned by:  
  
FE1FA8996D564E1...  
Tim Hemstreet  
Clerk to the Board

Signed by:  
  
By  88FA03F2D9EB4FA...  
Phyllis J. Randall, Chairman

This Resolution was approved by the Board of Supervisors this 21<sup>st</sup> day of October, 2025.

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing

**Virginia Housing Free Housing  
Education Acknowledgement**

I \_\_\_\_\_, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here [www.virginiahousing.com/renters](http://www.virginiahousing.com/renters).

By signing below, I acknowledge that I have read, and understand the terms of all items contained in this form.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

This deal does not require  
information behind this tab.

# **Tab W:**

Internet Safety Plan and Resident Information Form



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

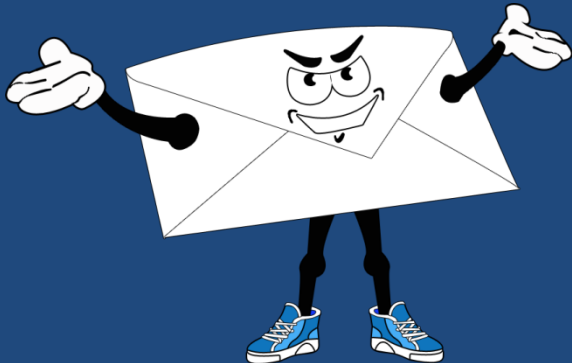
# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



# Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

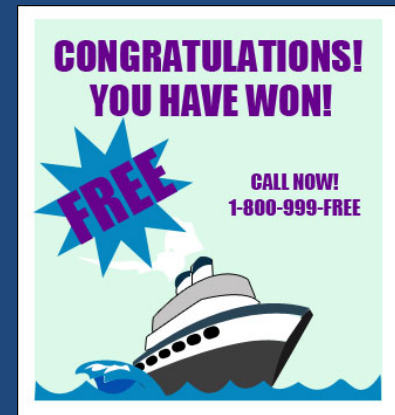
# Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



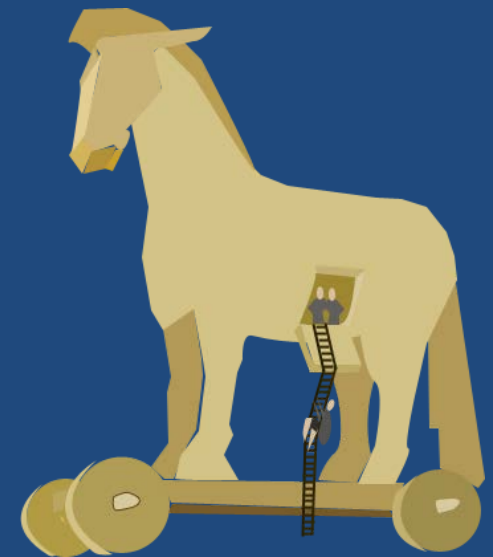
# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-what-is.aspx>

# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/12/technology/personaltech>



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:  
Office of the Attorney  
General  
202 North Ninth Street  
Richmond, Virginia 23219  
(804) 786-2071  
[www.ag.virginia.gov](http://www.ag.virginia.gov)

# The Apartment Internet Guidelines

## Acknowledgement

I \_\_\_\_\_, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in Moorefield Station 9 Internet Guidelines Manual (provided to Resident). The Internet Guideline Manual outlines and summarizes the proper use and safety guidelines when using the Internet Services provided at Moorefield Station 9 common areas.

I understand that the Internet Guideline Manual and handbook contains information that will assist me and my guests in the proper use of the internet made available by Moorefield Station 9. I also understand that I will be held accountable for my behavior, as well as for my guests' behavior, and may be subject to legal and/or financial consequences related to any misuses as outlined in the Internet Guideline Manual.

By signing below, I acknowledge that I have read, agree to, and understand the terms of all items contained in Moorefield Station 9's Internet Guideline Manual.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Moorefield Station 9**

### **INTERNET SECURITY PLAN**

The internet service at Moorefield Station 9 will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

# ***Moorefield Station 9 Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act***

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Moorefield Station 9 will be a new rental housing experience, with a commitment to excellent management and resident service, as well with an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified residents, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Moorefield Station 9. Paradigm Property Management, LLC, the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, Paradigm Property Management, LLC will be responsible for the oversight of any contracted resident services program.

## **I. Affirmative Marketing**

Paradigm Property Management, LLC is committed to the letter and spirit of federal, state and local fair housing laws. Paradigm Property Management, LLC has designed its policies and procedures to ensure compliance with all local and federal fair housing requirements. As an equal housing opportunity company, Paradigm Property Management, LLC provides housing opportunities to all persons, regardless of their race, color, national origin, religion, sex, sexual orientation, gender identify, physical or mental disability, familial status, or any other classification protected by federal, state, or local law. Paradigm Property Management, LLC’s fair housing policy applies not only in rental (or sales) of apartment homes, but also in all interactions with residents. It is our policy to advance fairness and equality in housing in all of the communities that we serve. Paradigm Property Management, LLC will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

As part of Paradigm Property Management’s commitment to equal housing opportunity and choice for all, Paradigm Property Management, LLC will not discriminate against any person because of his or her disability. In addition, Paradigm Property Management, LLC will grant reasonable accommodations and modifications to enable persons with disabilities full use and enjoyment of their residences and the community unless doing so would create an undue administrative and financial burden or result in a fundamental alteration of Paradigm Property Management, LLC’s programs. Under the Fair Housing Act, a resident or applicant for housing may make a reasonable accommodation or reasonable modification request at any time.

Paradigm Property Management, LLC is committed to upholding fair housing principles and ensuring equal access to housing, regardless of an applicant’s background. To determine eligibility for tenancy, Paradigm Property Management, LLC follows a structured, multi-step screening process. The screening process includes credit screening, income screening, fraud detection screening, and limited criminal background screening. All applications will also be processed and screened to ensure conformity with the requirements of the Section 8 and Low-Income Housing Tax Credit Programs.

The Fair Housing Poster (in both English and Spanish) will be prominently displayed in the office where rental activity will take place. In addition, both the Fair Housing and Accessibility Logos will be displayed on all printed materials, on the website, and on any monument signage that is developed for Moorefield Station 9.

## **II. Marketing and Outreach**

A priority for marketing and outreach initiatives will be to identify people with disabilities who meet the eligibility

requirements of the Low-Income Housing Tax Credit and Section 8 programs who can occupy the apartments at Moorefield Station which conform to the requirements of Section 504 of the Rehabilitation Act. This will be accomplished as follows:

### **1. Local Agency Networking**

Paradigm Property Management, LLC will contact local centers for independent living, disability services boards and other service organizations via phone, email outreach and printed communication. The contacts will include the following organizations:

- Independence Center of Northern Virginia (703-525-3268)  
1550 Crystal Drive, Suite 810, Arlington, VA 22202
- Loudoun Endependence Center Satellite (703-342-7651)  
215 Depot Court, Suite #203, Leesburg, VA 20175
- Virginia Board for People with Disabilities (804-786-0016)  
1100 Bank Street, #7, Richmond, VA 23219
- Virginia Department for Aging and Rehabilitative Services (703-771-4775)  
722 E. Market Street, Leesburg, VA 20176
- The Arc of Loudoun (703-777-1939)  
18665 Conference Center Drive, Leesburg, VA 20176
- Access Independence, Inc. (540-662-4452)  
324 Hope Drive, Winchester, VA 22601
- Loudoun Co. Dept. of Mental Health, Substance Abuse, Developmental Services (703-777-0377)  
906 Trail View Boulevard, Leesburg, VA 20175
- Horizon Behavior Health (434-477-5000)

### **2. Leasing Preference for Target Population**

Unless prohibited by any applicable federal subsidy program, a “first preference” will be given to a person/household in a target population identified in the Memorandum of Understanding between the Authority and one or more participating agencies of the Commonwealth of Virginia.

Resident referrals for the targeted population will be obtained from the Virginia Department of Medical Assistance Services (DMAS) and/or Virginia Department of Behavioral Health and Development Services (DBHDS), or any other agency approved by the Authority.

Paradigm Property Management, LLC will retain all referral confirmations as well as all waivers granted, to document compliance with all Target Population requirements, including tenant verification letter, acknowledgement and Settlement Agreement Target Population Status. Target population requirements will be confirmed by Virginia Housing.

### **3. Internet Search**

Moorefield Station 9 Apartments will be listed on the following websites, which are targeted towards those searching for housing, in general, or affordable housing, specifically:

- [www.accessva.org](http://www.accessva.org)
- [www.dbhds.virginia.gov](http://www.dbhds.virginia.gov)

- [www.socialserve.com](http://www.socialserve.com)
- [www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)

#### **4. Print Media**

Historically, marketing efforts focused on a combination of print media and internet advertising. However, prospective renters, even those looking for affordable housing, have migrated almost exclusively to the internet as the source for information when searching for an apartment home. As such, all marketing initiatives will be focused on internet advertising.

#### **5. Property Website**

A website will be created for Moorefield Station 9. The website will include property renderings, floor plans, affordability levels, accessibility features and property amenities. A fully interactive and responsive website will be developed using Entrata, a property management system. The website will be completely customizable with the ability to be updated as frequently as needed to ensure that property information is always current. Updates can be done at no additional cost to the property. As more renters are using mobile devices to browse the internet, a responsive version of the website is available, making it easy for a prospect to do their apartment search on any of their mobile devices.

The property website will include an interactive Engrain Sitemap. This map offers customers the opportunity to search either by floor plan or location in the building (or both). Utilization of the Engrain Sitemap enhances lead conversion.

Search Engine Optimization (SEO) and Generative (Artificial Intelligence- AI) Engine Optimization (GEO) will also be utilized to increase the website's visibility. Search engine optimization and generative engine optimization work on growing website visibility in organic (non-paid) search/AI engine results like Google, Bing, Gemini, and ChatGPT, as examples. There are several key components to ensure that the property website has a strong search ranking and thereby results more frequently in searches for similar terms or phrases. By utilizing SEO/GEO services, the property will have a website that benefits from enhanced on-page content, strategic keywords, meta descriptions, alt, title, and H1 tags. The marketing team is dedicated to doing active SEO/GEO revisions regularly to ensure the property website has a higher search ranking and results more frequently in search listings. Blog content and an enhanced neighborhood page will be part of the ongoing strategy, as early analysis suggests they contribute positively to generative search.

#### **6. Resident Referrals**

An effective Resident Referral program will be established, whereby current residents in the community are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are a great form of advertising. Residents who refer others who move into the community will be offered a monetary incentive, to be determined, for referring qualified applicants who rent at the property. Flyers will be distributed to residents, announcing the Resident Referral program.

#### **7. Marketing Materials**

Additional marketing materials will be utilized to support the overall marketing campaign. These printed materials will be professionally designed and will include:

- Property Brochure
- Marketing Flyers

All printed materials will include the EHO logo.

### **III. Public and Community Relations**

The property management team will actively engage with the community to establish strong relationships with local disability organizations, neighborhood civic organizations, local businesses and other organizations that may be a source of potential qualified residents.

### **IV. Tenant Selection and Orientation**

The management/leasing office will be open 10:00 a.m. to 6:00 p.m. Monday through Friday; and during lease-up, from 10:00 a.m. to 5:00 p.m. on Saturday; and noon to 5:00 p.m. on Sunday. Based on occupancy and overall market conditions, modifications to hours of operations and staffing levels may be made from time to time at the discretion of Paradigm.

Prior to taking occupancy of their new apartment home, new residents will sign their lease agreement and the associated rules and regulations that pertain to occupancy within the community. A member of the management/leasing staff will review the lease agreement with the new resident and be available to respond to any questions that arise.

On or before the day of move-in, new residents will be afforded the opportunity to conduct a move-in inspection of their apartment with a representative of the Management Staff. During this inspection, a Move-In Inspection Checklist will be completed, noting the condition of the apartment. An electronic inspection option is also available which allows a new resident to do their move-in inspection. Whether paper or electronic, the inspection checklist will be signed by both the new resident and a member of the management staff. The move-in inspection will also provide an opportunity for management to review the proper use of the appliances, HVAC system and any other special features of the apartment or apartment community.

#### **Tenant Selection Criteria**

All households applying for occupancy at Moorefield Station 9 will be required to complete an application and provide all income and asset information necessary to determine eligibility for occupancy in the community. This will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

***Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.***

#### **A. Application Approval Process**

A third-party credit scoring provider, SafeRent Solutions, is used to review applicants by means of a credit scoring model to determine an applicant's ability to meet his/her rental obligations. Credit scoring utilizes a statistical model for comparing information on bill paying history, the number and type of credit accounts, late payments, outstanding debt, rental history and the age of accounts, to the performance of consumers with similar profiles. The scoring system awards points for each factor that helps predict applicant's creditworthiness and the likelihood of the applicant to make payments when due. SafeRent makes a recommendation of accept or decline based on the results.

As part of the credit and income restriction approval process, each applicant is required to provide income information on the Rental Application. This information is verified via direct verbal contact by the leasing staff with the employer/source of income and/or written verification such as paystubs, tax returns, etc. If there is more than one applicant, the same approval process is performed. Because previous rental history is part of the scoring analysis, additional rental verification is not required to be obtained.

If an applicant does not meet the minimum income requirement, an applicant may elect to have a Guarantor (e.g. parent) which, if the guarantor meets the criteria specified, allows an applicant to meet the income requirements. If a guarantor is being provided, that guarantor must complete a guarantor application. The guarantor's income is

verified, and their credit is approved using the credit screening system. The guarantor is not considered a leaseholder or occupant and is therefore not counted for occupancy purposes. The guarantor is required to execute a Guarantor Statement, which obligates the guarantor to accept financial responsibility for the term of the lease agreement.

Applicants who have a Housing Choice Voucher will not be subject to the standard minimum income requirements as part of the qualification process, but rather, must demonstrate the ability to pay the portion of the rent not paid by the voucher (if applicable).

## **B. Criminal Screening**

All adults in the household (18 years of age or older) are subject to a criminal background check once it has been determined that the applicant has met the property's income and credit criteria and received a conditional offer. The property will conduct a limited criminal background screening for all individuals age 18 and older who will reside in the apartment. So that this can be successfully accomplished, prior to occupancy, all adults in the household will be required to provide the Management Office with the information necessary (as defined by the Management Office) to complete this background check.

At the time of application, prospective residents who are 18 years of age or older, must grant permission to the landlord to conduct criminal background check(s).

Prior to adding a new occupant to the lease, during the term of the lease, a leaseholder(s) will be required to provide the Management Office with the information necessary to complete a criminal background check on that individual.

Paradigm contracts with a third-party contractor, SafeRent Solutions to undertake a review of available statewide or county criminal records, the national multi state sex offender list, the FBI Most Wanted List and the Office of Foreign Asset Control (OFAC) list. The process also involves an enhanced data review, based on the applicant's social security number, which includes a search of maiden names, known addresses not listed by the applicant or their credit report, aliases, etc. This enhanced data search is not done on a traditional search. SafeRent then provides the Management Office with a criminal background approval or denial, for each prospective resident, based on Paradigm's policy. Criminal records are obtained based on the applicant's previous and current addresses.

The limited criminal background screening will only consider felony criminal convictions related to the following categories of offenses:

- Property offenses including theft, burglary, vandalism, arson and other criminal damage to property.
- Major drug offenses including drug trafficking and the sale, smuggling, manufacture, or distribution of any controlled substance. This includes unspecified controlled substances. It also includes all 1<sup>st</sup> or 2<sup>nd</sup> degree controlled substance offenses. Major drug offenses do not include simple possession of a controlled substance or drug paraphernalia, nor any past conduct that has since been decriminalized.
- Fraud offenses including theft, use of stolen checks, writing bad checks, counterfeiting, and forgery.
- Major violent offenses including assault, battery, and homicide.
- Sex offenses including rape, registration as a sexual offender, taking indecent liberties with a minor, pandering, sex trafficking, and sexual battery. Not included are victimless crimes such as prostitution or solicitation.

These categories have been identified because they involve conduct by a person whose tenancy may present a current direct threat of harm to others or the risk of substantial damage to the property of others.

Felony criminal convictions in the above listed categories where the conviction occurred within the last five years are considered. The property's limited criminal background screening will not consider arrest, charges, expunged convictions, convictions reversed on appeal, vacated convictions, offenses where adjudication was withheld or deferred, pardoned convictions, and sealed juvenile records. The property will not treat people differently based on whether the applicant is on probation or parole.

If an applicant is identified as having a felony criminal conviction in one of the specified categories of offenses within the five-year period prior to the application, the property will provide an individual assessment of the applicant's current situation before deciding whether to withdraw the conditional offer. The purpose of the

assessment is to determine whether the applicant is able to fulfill the obligations of tenancy at the property. The property will first send a written notice to each applicant identified as having covered criminal conduct that includes specific information from the background check that creates a concern. The notice will inform the applicant that covered criminal conduct was identified in the limited criminal background screening and will invite the applicant to provide additional information within fourteen (14) days for the property to consider. The requested information could include, for example, letters from parole officers, case workers, counselors, or appropriate community organizations commenting on the applicant's responsible conduct and rehabilitation efforts.

Based on information received from the applicant, as well as the information provided by SafeRent Solutions, the property will then conduct an individual assessment of each applicant identified as having covered criminal conduct. The property will consider all applicants equally and render decisions in a fair and consistent manner. The property will consider the following factors in determining whether to approve or reject the application:

1. The facts or circumstances surrounding the criminal conduct;
2. The age of the applicant at the time of the occurrence of the criminal offense;
3. Evidence of a good tenant or employment history before or after the conviction or conduct;
4. Evidence of rehabilitation efforts;
5. The time that has elapsed since the occurrence of the conduct;
6. Any information about the applicant that indicates sustained and ongoing good conduct since the offense occurred;
7. Whether the conduct/conviction arose from the applicant's status as a survivor of domestic violence, sexual assault, stalking, or dating violence;
8. Whether the conduct/conviction arose from an applicant's disability, including mental illness; and
9. Any other information related to whether the applicant's specific criminal history creates the potential that the property's current residents, employees, or property will be exposed to a heightened risk of crime.

Individual assessments will be performed by a three-person panel comprised of Senior Management Team members to ensure consistent application of this policy. Although the policy and procedure will be applied consistently, assessments will be made on a case-by-case basis, depending on the mitigating factors presented. Senior Management Team members are not otherwise involved in collecting or processing rental applications.

If an applicant does not provide information for the property's consideration within fourteen (14) days of the date of Additional Information Request Letter, the property will assess the applicant based upon available information obtained during the applicant process, including information received from SafeRent Solutions. If, after the individual assessment described above, the property decides to reject an applicant, then on the day of such determination, the property will send to the applicant a Criminal Background Adverse Action Letter.

### **C. 60-Day Hold for Target Population Apartments**

Specified Target Population Apartments must be held vacant for 60 days, during which time active marketing efforts, designed to fill these specified apartments with qualified households, must be documented. However, if marketing to the 50-point special needs unit is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-point units to a household not in the special needs population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly at any time the required number of units is not actually occupied by the special needs population.

Properties that fail to document ongoing active marketing to the marketing plan network contacts to lease vacant leasing preference units, may be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled leasing preference units. Non-compliance with the marketing requirement is subject to a penalty point deduction in future funding requests with the Authority.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

## **V. Affordable Housing Compliance and Expertise**

Paradigm Property Management, LLC has extensive experience developing and managing both mixed income and 100% affordable communities. Currently, over 2,700 apartments in Paradigm's portfolio are part of an affordable housing program. Paradigm's affordable housing experience includes management of properties with funding sources / restrictions that include Low Income Housing Tax Credits, HOME funds, Tax-Exempt Bonds, Taxable Bonds, Section 8 Vouchers, Permanent Supportive Housing, AHIF funds, Arlington County's 100 Homes program and Maryland Moderately Priced Dwelling Units (MPDU).

Paradigm utilizes a multi-tiered process for the review of all files, at move-in and recertification, to minimize errors and occurrences of non-compliance. To ensure compliance with the physical inspection requirements associated with the various programs that are in place, Paradigm utilizes routine property inspections and conducts pre-inspections prior to any scheduled inspection by outside parties.

Paradigm developed some of the first Low-Income Housing Tax Credit communities in the Commonwealth of Virginia and has been actively involved in the management and oversight of affordable housing for nearly twenty-five years. Paradigm has a strong reputation and an established working relationship with Loudoun County Housing, the City of Alexandria's Department of Planning and Zoning and Office of Housing, Fairfax County Department of Housing and Community Development, Virginia Housing Development Authority and Montgomery County Department of Housing and Community Affairs.

The onsite team is responsible for the completion of the tenant income certification and subsequent recertifications. Upon collection of the application and supporting documentation, the application packet is forwarded to Paradigm's corporate compliance department, or approved third party compliance consultant, for review and approval. Annual recertifications are tracked by the property manager and the Paradigm compliance department to ensure recertification deadlines are met.

Employees engaged in affordable housing compliance roles are encouraged to seek professional certifications (HCCP, TCS, other). Paradigm provides and supports ongoing training in affordable housing compliance for all employees and requires employees engaged in compliance roles to complete the appropriate level of training for their role.

## **VI. Resident Retention**

Resident retention is vital to the achievement of overall occupancy goals for the property. As such, resident retention efforts begin when the prospect first contacts the property for information and continue until the resident vacates the building. Each lease signing is handled by a member of the leasing/management staff and scheduled to allow ample time for a review of the lease agreement and an opportunity for the new resident to have all their questions regarding the lease, answered. All new residents receive a "welcome" gift from the Management Office, accompanied by a personal welcome note from a member of the Management Staff. This is accompanied by a welcome package that contains information that will help acclimate the new resident to the community. Shortly after taking occupancy, new residents receive a copy of their executed lease agreement and the rules and regulations, which pertain to occupancy at the property. Lease Execution now makes it possible for residents who have executed a lease online to print their lease at any time through the online portal.

A series of regular resident appreciation events is held on an annual basis. These programs may feature such events as a summer BBQ, a health and wellness fair, financial planning seminars, yoga classes, cooking classes, a super bowl party, and holiday parties. The planned resident appreciation events will take advantage of the amenities at the property.

Approximately one hundred and twenty (120) days prior to the expiration of their lease, residents receive a lease renewal offer letter from the Management Office. The Manager is responsible for coordinating efforts to retain as many residents as possible upon renewal and to ensure ongoing compliance, at renewal, with all applicable affordable housing requirements.

The maintenance team also plays a significant role in the resident retention program. The maintenance staff closely

monitors the repairs and upkeep of the property grounds, common areas and amenities daily. The staff also takes pride in responding to and completing work orders within 24 hours. All property staff, including maintenance staff, participates in regular training, which includes customer service training, as part of our commitment to customer service.

## **VII. Resident Complaint Resolution**

Despite efforts to diligently ensure that all residents have a positive experience both at the property and in their interactions with property staff, there will be occasions when complaints arise. Paradigm Property Management, LLC has a well-established process for handling any resident concern or complaint. As all Paradigm staff receive training in customer service and fair housing, employees are well prepared to receive and respond to resident concerns.

Additionally, Paradigm utilizes a Resident Satisfaction Survey tool to gauge resident satisfaction to ensure that any complaints/concerns are addressed proactively. Surveys are conducted throughout the year to enable management to gauge the overall level of resident satisfaction with management and maintenance service delivery, with the objective of improving service and resident satisfaction. Employees are empowered to resolve complaints within the context of their job description and level of responsibility. Employees understand that all complaints and the corresponding response(s) are to be documented and elevated to the Property Manager so that the Property Manager can follow-up, as appropriate. In some instances, based upon the nature of the complaint, the Property Manager will be the one to respond to the initial complaint. As necessary and appropriate, on-site staff may consult with the Regional Manager and Senior Management for advice and counsel related to the complaint and associated resolution.

All lease agreements contain the contact information for Paradigm Property Management, LLC's Corporate Office. This ensures that residents have the ability to raise concerns to senior management, as warranted.

Complaint resolution strives to balance the often-competing desires of the resident and the owners of the property. Complaints are responded to from a service delivery perspective, taking into account all relevant Fair Housing, State and Federal laws.

## **VIII. Maintenance Program**

### **A. Transitioning from Construction to Stabilized Occupancy**

Representatives of the management team will work closely with the construction team to facilitate a smooth transition from development/construction through lease-up to stabilized occupancy. Management will be available to participate in regular construction meetings and assist with unit turnover and punch-out. By closely coordinating with the construction team, the management team will have a familiarity with the building systems and equipment before property operations commence thereby assuring a seamless transition.

As portions of the building are completed and prior to its being released to Management, all mechanical equipment and appliances are checked to see that they are in proper working order. When it is determined that specific units are ready for occupancy, the keys to those apartments are turned over to Management for their leasing program. At that point, Management makes an inventory of all appliances and mechanical equipment and records all model and serial numbers in order to ensure compliance with the warranty requirements. If a minor problem occurs with any piece of equipment, the Maintenance staff will service the unit on site. If a major problem arises, the manufacturer will be required to repair the defect under the terms of the warranty. In either event, a prompt solution to the problem will be found to provide the best service to the residents.

### **B. Work Order System**

Management utilizes an automated web-based maintenance work order system (eService) that is designed to centralize on-site activity, data collection and software administration. The program allows the Property Manager and Maintenance Supervisor to prioritize and better track maintenance requests, the time required to complete each work order, and the efficiency of the maintenance staff. Every effort will be made to complete work orders within twenty-four hours of receipt. When it is not possible to complete a work order within twenty-four hours,

the Property Manager, Maintenance Supervisor or other member of the Management Staff will contact the resident to explain the delay. As part of resident retention efforts, residents are contacted regularly (by telephone and/or e-mail) to determine whether maintenance requests have been completed to their satisfaction.

### **C. Emergencies**

Maintenance personnel are available to provide a 24 hour a day, seven day per week response to any maintenance emergency. As part of this effort, management will maintain an after-hours answering service. In the event of an emergency, residents will be instructed to call the answering service who will then contact the on-call staff person. Daily, the answering service faxes a phone call log to the management office detailing all emergency calls. The office follows-up with residents to confirm that work was completed to their satisfaction.

### **D. Unit Turnover**

Upon unit turnover, the condition of each apartment will be assessed by the Maintenance Supervisor. The necessary and appropriate work such as carpet cleaning and/or replacement, turnover painting, repairs/maintenance will be scheduled to ensure that the apartment is returned to market standard and ready to rent condition as quickly as possible. Unit turnover is generally completed within 5-7 days of the vacate date.

### **E. Property Inspections**

Routine inspections of the property and all property systems are completed on a quarterly basis by the Maintenance Supervisor. These inspections help the maintenance team identify areas that require repair. In addition, on no less than an annual basis, the Property Manager will conduct a property inspection with the Maintenance Supervisor with the objective of developing the overall preventative maintenance program and annual maintenance/capital budget for the property. Paradigm utilizes a mobile inspection app, Happy Inspector, to conduct these building and apartment inspections to ensure consistency and improve the efficiency of the inspection process. The app provides customized as well as standard templates to conduct move-in and move-out inspections, quarterly building inspections, document insurance/damage incidents, filter change inspections, etc. The user can capture photos of the items that are being inspected, which are automatically date-stamped and captioned by number and item. In addition to making the inspection process more efficient, the documentation provided using this app should result in fewer resident disputes at move-out and improve collection of damage charges.

In addition to these property inspections, which focus on building common areas, building exteriors and property grounds, inspections of individual apartments are done on a regular basis. HVAC filters are changed twice per year and individual apartments are inspected by maintenance in conjunction with this process. Whenever a maintenance technician is in an apartment to complete a work order ticket, they also conduct an inspection. These inspections focus on housekeeping, moisture infiltration, pest control or other maintenance issues. In addition, we utilize our third-party contractors, such as the exterminating contractor, to assist in this effort by conducting visual inspections when they are in apartments and reporting any areas of concern

### **F. Interior and Exterior Painting and Redecoration**

Although there is no definite schedule for interior painting and redecorating, it is Management's policy to paint the apartment upon turnover, if needed. If a unit becomes vacant, the amount of work to be performed will be assessed by means of the Maintenance staff's inspection reports. The exterior of the project will be painted as required.

### **G. Periodic Inspections Prior to Move-out**

As part of the overall preventative maintenance program, all apartments are inspected no less than semi-annually, in conjunction with the semi-annual HVAC filter changes. During these inspections, the maintenance staff checks overall housekeeping, checks for water leaks, any pest control issues or other general maintenance items. Any items that are identified as maintenance issues during these inspections are scheduled for repair/attention.

#### **H. Inspection Upon Move-out**

The Management/Maintenance staff is responsible for conducting the move-out inspection of the apartment once it has been vacated. Vacating residents are notified by management of their opportunity to be present during this move-out inspection. The purpose of the move-out inspection is to identify those items which need repair beyond normal wear and tear such that the appropriate charges can be assessed on the security deposit disposition.

In addition, these inspections allow a turnover schedule for the individual unit.

#### **I. Removal of Trash**

A professional trash removal contractor will be engaged to handle the removal of trash from the property. The contract for trash removal services will be competitively bid to insure the property receives the highest level of service at the most competitive price.

Part of any Paradigm trash removal contract is a provision for recycling. Recycling bins are placed in visible locations throughout building garages and/or on the grounds. Residents are notified through periodic reminders of the importance of recycling.

#### **J. Major Repairs**

All maintenance and service requests will be rated according to priority and repair will be the responsibility of the Maintenance staff. If a problem occurs which cannot be solved by the Maintenance staff, competent outside technicians or contractors will be called to handle the situation. The Maintenance staff will be capable of handling most minor electrical, plumbing and mechanical problems but service contractors will be called to service repairs that the Maintenance staff judges they cannot handle themselves.

#### **K. Maintenance and Upkeep on Grounds**

Grounds work, such as seasonal plantings, mulching, mowing, edging, pruning, and fertilizing of the lawns and shrubbery will be contracted to a professional landscape maintenance company. The on-site maintenance staff will perform day-to-day maintenance, watering and general clean-up. The grounds will be patrolled on a regular basis to assure an on-going tidy appearance.

#### **L. Cleaning of Entryways, Halls and Common Areas**

Entryways, halls and other common areas will be cleaned by either on-site housekeepers and porters or a reputable contract janitorial company. Paradigm will select the option which best meets the needs of the property taking into consideration budgetary constraints, asset preservation, the sales and marketing effort, and resident retention.

#### **M. Resident's Role in Reporting Maintenance Needs**

In accordance with the terms of their lease agreement, residents will be instructed that they are responsible for reporting any maintenance or service requests to the Management Office. Requests can be submitted via the property website portal, via e-mail, by telephone or in the event of an after-hours emergency, through the answering service. All maintenance and service requests will be entered in the eService work order system to ensure that they are properly tracked and that all the appropriate records are maintained.

#### **N. Purchasing**

The Service Manager and Property Manager are responsible for purchasing equipment and supplies for the project, as outlined in the operating budget. The Regional Property Manager reviews all invoices as part of the

approval and payment process. The maximum expenditure that can be made without the owner's approval is outlined in the management agreement.

The Service Manager and Property Manager are responsible to always maintain an appropriate level of inventory of parts and supplies.

## **IX. Rent Collection Policies and Procedures**

### **A. Rent Collection**

Residents will be provided a variety of methods to pay rent. Rent payments may be made in-person at the on-site Management Office; dropped in the on-site after hours rent drop box, sent to the Management Office through the mail, or paid on-line through the property website. The on-line payment system allows residents to pay via electronic check (ACH), debit card or credit card. Management encourages residents to make payments via the resident portal.

All rent payments are due on the first day of the month and are considered delinquent if not paid on or before the fifth day of the month.

Cash is never accepted for payment of rent or any other fees.

### **B. Prepaid and Partial Payment of Rent**

Management will discourage the practice of pre-paid rent; however, there will be instances when residents may have some modest pre-paid balances on their accounts.

Management will accept partial payment of rent but will always do so in a manner that preserves our ability to legally pursue delinquent accounts (the actual process may vary from jurisdiction to jurisdiction based on local law). Any account balances that are not paid in full on or before the fifth day of the month will be assessed the appropriate late fees. Residents will also be notified by Management of their past due balances and reminded that timely payment is necessary to prevent potential court action. These notices from Management may take the form of personal phone calls and/or letters.

### **C. Delinquent Accounts and Eviction Procedures**

Rental account balances that are not paid in full by the required deadline, which varies from jurisdiction to jurisdiction based on Tenant-Landlord law, will be submitted to Management's Tenant-Landlord Attorney for court filing. Small balances of less than \$500 will not be sent for court filing until Management undertakes efforts to collect the outstanding balance owed without the added legal expenses.

In accordance with the lease agreement, any court or legal fees incurred in the process of the collection of outstanding rent and other balances will be billed to the appropriate resident account.

All eviction and/or lock-out procedures will be handled in accordance with the prevailing state and local laws.

### **D. Security Deposit Refunds and Dispositions**

Upon move-out, all resident apartments will be inspected by a member of the maintenance team and a list of any outstanding charges owed for damages beyond normal wear and tear will be assessed. These charges will be added to any delinquent rent balances which may be owed. A detailed accounting of the resident's security deposit, interest earned (if any), and charges assessed will be provided to former residents along with the refund of any security deposit owed will be returned in accordance with the prevailing tenant-landlord law.

### **E. Collections**

Upon move-out, residents who vacate with balances owed (whether for rent, damages or other charges) will be

notified of their obligation to pay the balances owed in a timely manner. Balances that are not paid in full within thirty (30) days of the vacate day or residents who are not making regular and timely payments in accordance with a payment arrangement made with the Property Manager, will be sent to a collection agency for collection.

Collection accounts will be monitored regularly to ensure that the collection agency is making every effort to collect on any, and all, outstanding balances owed.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

This deal does not require  
information behind this tab.

# **Tab Z:**

Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification

VSOB/SWAM CONTRACT CERTIFICATION  
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Moorefield Station 9, LLC

Name of VSOB or SWaM Service Provider Tim's Garage & Consulting, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may **not** also be used to claim points under 13VAC10-180-60(E)(5)(e).

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the QAP.***

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.
  
2. Please describe in the space below the nature of the services contracted for with the VOSB or SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Tim's Garage will assist, review, and advise in submitting the Applicant's application for the reservation of 2026 9% LIHTC and make recommendations to Applicant regarding Universal Design. Tim's Garage will review drawings and provide feedback to the architect to ensure compliance with Virginia Housing UD requirements. Contract term expected to be Jan - Mar 2026.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the VOSB or SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]


**CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

**APPLICANT:**

Moorefield Station 9, LLC

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

  
\_\_\_\_\_  
Signature of Applicant

Stephen P. Wilson, President - Virginia Office

\_\_\_\_\_  
Printed Name and Title of Authorized Signer

**VOSB OR SWAM CERTIFIED SERVICE PROVIDER:**

Tim's Garage & Consulting, LLC

\_\_\_\_\_  
Name of VOSB or SWaM Certified Service Provider

  
\_\_\_\_\_  
Signature of VOSB SWaM Certified Service Provider

Timothy Farinholt, Founder

\_\_\_\_\_  
Printed Name and Title of Authorized Signer

12/04/2024

Timothy Farinholt  
TIM'S GARAGE & CONSULTING, LLC  
2308 PARK AVE RICHMOND, VA 23220

Dear Timothy Farinholt,

Congratulations! I am pleased to inform you that TIM'S GARAGE & CONSULTING, LLC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Veteran-Owned Small Business (VOSB)

TIM'S GARAGE & CONSULTING, LLC is eligible for VOSB contracts and will be identified as a certified VOSB program participant in as of the date of this letter, **12/04/2024**.

To align with your existing certification, your effective date for recertification for all your SBA certifications is **12/04/2024**. **Your first certification renewal will be due 12/04/2027**.

### **Responsibilities**

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile and DSBS records up-to-date in order for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will become inactive. If you need assistance in updating the business' SAM.gov or DSBS information, please go to the SAM.gov Help Desk at <https://fsd.gov/fsd-gov/home.do>.
- **Notices from SBA:** You are responsible for responding to notices from SBA, including but not limited to notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.

- **Contracting Requirements:** You are required to comply with limitations on subcontracting requirements and nonmanufacturer rule when performing any small business set-aside contracts (see 13 CFR 125.6)

### **Resources and More Information**

As a certified program participant, there are valuable free resources available to you, including:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- The “Contract Opportunities” function in SAM.gov (<https://sam.gov/content/opportunities>) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the “Contract Data” function in SAM.gov (<https://sam.gov/content/contract-data>) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.
- SBA’s Surety Bond Guarantee Program helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to \$10M. Go to <http://www.sba.gov/osg> to find an SBA authorized agent.
- APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities.

### **Downloading Certification Icons**

As a certified business participating in the program(s), you may [visit SBA’s website](#) to download SBA-approved digital icons that indicate your certification status for use on your business’ website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company’s letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

### **Misrepresentation**

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

### **Next Steps**

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm TIM'S GARAGE & CONSULTING, LLC's continued program eligibility. Wishing you much success!

Sincerely,

John Perkins  
Government Contracting and Business Development  
Office of Certifications and Eligibility

VSOB/SWAM CONTRACT CERTIFICATION  
(TO BE PROVIDED AT TIME OF APPLICATION)

**LIHTC Applicant Name:** Moorefield Station 9, LLC

**Name of VSOB or SWaM Service Provider:** Gibson Spyre LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may **not** also be used to claim points under 13VAC10-180-60(E)(5)(e).

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the QAP.***

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.
  
2. Please describe in the space below the nature of the services contracted for with the VOSB or SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Gibson Spyre will assist, prepare, and advise in submitting the Applicant's application for the reservation of 2026 9% low-income housing tax credits to Virginia Housing and make recommendations to Applicant regarding the construction of the Property. In order to facilitate its recommendations, Gibson Spyre may review financial models, order and review third-party reports as needed and approved by Applicant for purposes of underwriting the construction, and develop construction scopes with representatives of the Applicant. Contract term expected to be Jan-Mar 2026.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the VOSB or SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

**CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

**APPLICANT:**

Moorefield Station 9, LLC

Name of Applicant



\_\_\_\_\_  
Signature of Applicant

Stephen P. Wilson, President - Virginia Office

\_\_\_\_\_  
Printed Name and Title of Authorized Signer

**VOSB OR SWAM CERTIFIED SERVICE PROVIDER:**

Gibson Spyre LLC

Name of VOSB or SWaM Certified Service Provider



\_\_\_\_\_  
Signature of VOSB SWaM Certified Service Provider

Thomas A. Gibson, President and CEO of Gibson Spyre LLC

Printed Name and Title of Authorized Signer



U.S. Small Business  
Administration

202-205-8800 | [sba.gov](https://sba.gov)  
409 3rd St, SW, Washington DC 20416

Aug. 1, 2024

Gibson Spyre LLC  
SAM UEI: PADSZ9JD9XM3  
1403 Prince St.  
Alexandria, VA 22314

Dear Gibson Spyre LLC:

On behalf of the Small Business Administration (SBA), Veteran Small Business Certification Program (VetCert), I am writing to inform you that Gibson Spyre LLC's VetCert expiration date has been extended one year from the period of eligibility established by the Department of Veterans Affairs, Center for Verification and Evaluation. Your new VetCert expiration date is Aug. 30, 2026. Gibson Spyre LLC's business profile and period of eligibility, are viewable in the public VetCert database located at <https://veterans.certify.sba.gov>.

This certification is valid until the date of expiration indicated. Please retain a copy of this letter to confirm Gibson Spyre LLC's continued program eligibility in accordance with 13 Code of Federal Regulation (CFR) part 128.

To promote Gibson Spyre LLC's certification status, you may use the following link to download the logo for use on your marketing materials and business cards: <https://ussba.github.io/brand/external-partners/certified-contractors/>. In addition, please access the following link for information on next steps and opportunities for certified businesses: [www.sba.gov/vetcert](https://www.sba.gov/vetcert).

Thank you for your service to our country and for continuing to serve America through small business ownership.

Sincerely,

A handwritten signature in black ink that reads "John B. Perkins". The signature is written in a cursive, flowing style.

John B. Perkins  
Director Veteran Small Business Certification Program



*All SBA programs and services are extended to the public on a nondiscriminatory basis.*

VSOB/SWAM CONTRACT CERTIFICATION  
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Moorefield Station 9, LLC

Name of VSOB or SWaM Service Provider Building Momentum, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may **not** also be used to claim points under 13VAC10-180-60(E)(5)(e).

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the QAP.***

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.
  
2. Please describe in the space below the nature of the services contracted for with the VOSB or SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Building Momentum will assist, review, and advise in design for the community service facility space within the design of the 2026 9% LIHTC project and make recommendations to Applicant. Building Momentum will review drawings and provide feedback to the architect. Contract term expected to be May - Dec 2026.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the VOSB or SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]


**CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein; that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the QAP). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

**APPLICANT:**

Moorefield Station 9, LLC

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

  
\_\_\_\_\_  
Signature of Applicant

Stephen P. Wilson, President - Virginia Office

\_\_\_\_\_  
Printed Name and Title of Authorized Signer

**VOSB OR SWAM CERTIFIED SERVICE PROVIDER:**

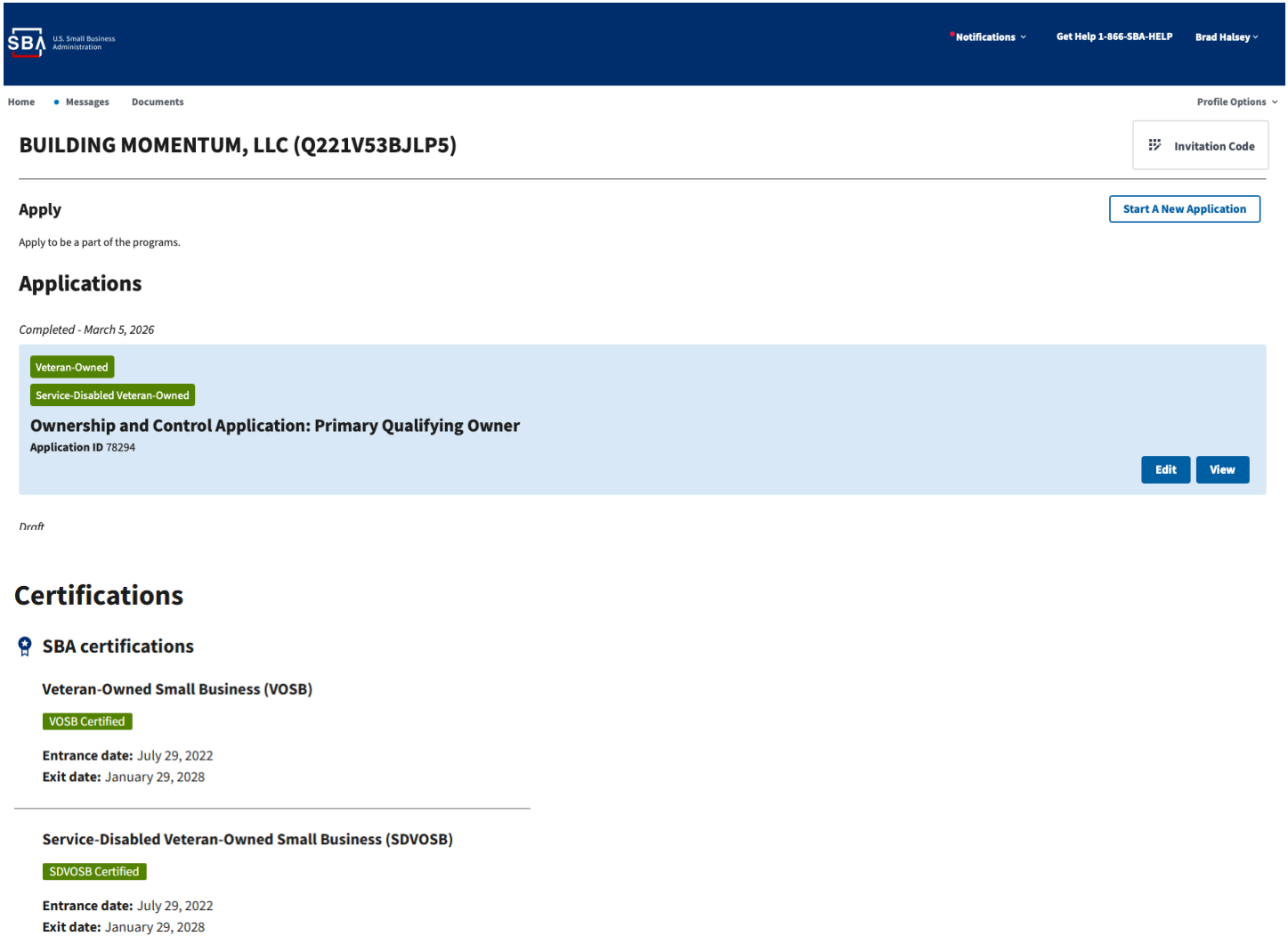
Building Momentum, LLC

\_\_\_\_\_  
Name of VOSB or SWaM Certified Service Provider

  
\_\_\_\_\_  
Signature of VOSB SWaM Certified Service Provider

Brad Halsey, Chairman of the Board/CIO  
Printed Name and Title of Authorized Signer

# SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CERTIFICATION



The screenshot shows the SBA certification application interface for Building Momentum, LLC (Q221V53BJLP5). The header includes the SBA logo, navigation links (Home, Messages, Documents), and user information (Brad Halsey). The main content area displays the business name and a 'Start A New Application' button. Below this, there is a section for 'Applications' with a 'Completed - March 5, 2026' status. A card shows the application details: 'Ownership and Control Application: Primary Qualifying Owner' with Application ID 78294. The card includes tags for 'Veteran-Owned' and 'Service-Disabled Veteran-Owned'. Below the card, there is a 'Draft' section and a 'Certifications' section. The 'SBA certifications' section lists two certifications: 'Veteran-Owned Small Business (VOSB)' and 'Service-Disabled Veteran-Owned Small Business (SDVOSB)'. Both certifications are marked as 'Certified' and have an entrance date of July 29, 2022, and an exit date of January 29, 2028.

This document certifies that Building Momentum LLC. currently has VOSB and SDVOSB status through January 29, 2028.

Signed: Brad Halsey, Chairman and CIO



# **Tab AA:**

Priority Letter from Rural Development

This deal does not require  
information behind this tab.

# **TAB AB:**

Social Disadvantage Certification or Veteran  
Owned Small Business Certification

VOSB PRINCIPAL CERTIFICATION

**Individual's Name** Building Momentum, LLC

**LIHTC Applicant Name** Moorefield Station 9, LLC

Part II, 13VAC10-180-60(E)(5)(f), 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, provides that an applicant may receive thirty (30) points toward its application for Credits for demonstrating that at least one of its principals (i) is an individual or entity that is either a veteran-owned small business (VOSB) (as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration) or a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program; (ii) that said principal also has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development; and (iii) that no spousal relationship exists between said principal and any other principal having an ownership interest in the development who does not also possess a VOSB certification or service-disabled veteran-owned Virginia SWaM certification.

**INSTRUCTIONS:**

Please describe the ownership interest of the VOSB or service-disabled veteran-owned business in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits). Note that the ownership interest described in this section may not be the same interest used to obtain points for participation by a socially disadvantaged individual under 13VAC10-180-60(E)(5)(b) of the QAP (i.e., to claim points under both 13VAC10-180-60(E)(5)(b) and 13VAC10-180-60(E)(5)(f), the principal must have at least 50% ownership interest in the controlling general partner or managing member).

***Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.***

Description of Ownership Interest: [continued]

Building Momentum, LLC is a Veteran-Owned Small Business as designated by the U.S. Small Business Administration. This certification is provided as an attachment to this document. Building Momentum, LLC will have a 25% ownership in the GP as depicted in the project's organization chart provide in Tab A.

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify the following:

- that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan;
- no spousal relationship exists between the undersigned principal and any other principal having an ownership interest in the development who is not also a veteran-owned small business (as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration) or a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program; and
- I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Moorefield Station 9, LLC

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



\_\_\_\_\_  
Signature of Applicant

Stephen P. Wilson, President - Virginia Office

\_\_\_\_\_  
Printed Name and Title of Authorized Signer

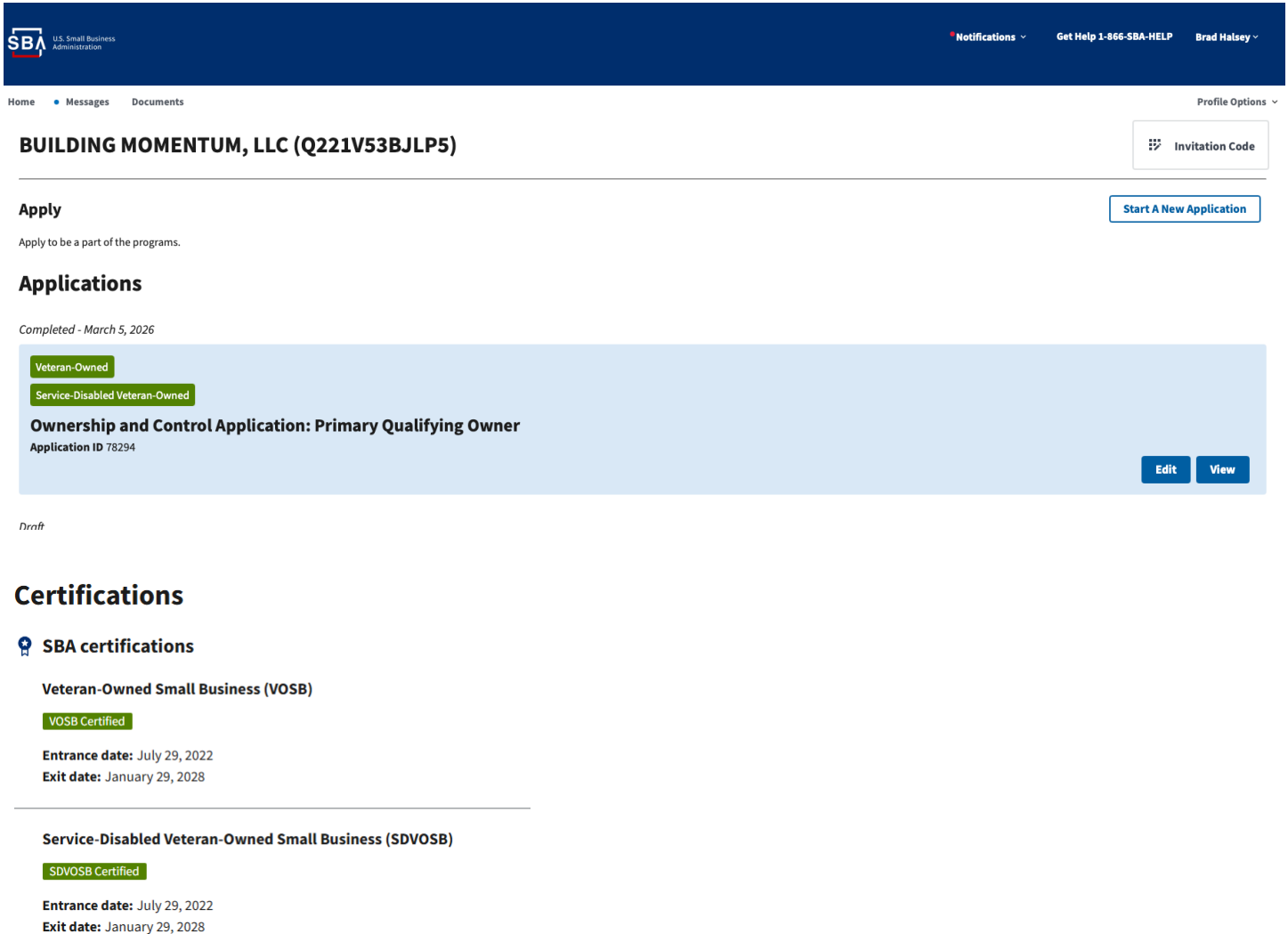
PRINCIPAL:



\_\_\_\_\_  
Signature of Qualifying Principal

Brad Halsey, Chairman of the Board/Chief Innovation Officer  
Printed Name and Title of Qualifying Principal

# SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CERTIFICATION



The screenshot shows the SBA certification application interface for Building Momentum, LLC. The header includes the SBA logo and navigation links for Notifications, Help, and the user profile (Brad Halsey). The main content area displays the business name and ID, an 'Apply' button, and a list of applications. One application is highlighted as 'Completed - March 5, 2026' with tags for 'Veteran-Owned' and 'Service-Disabled Veteran-Owned'. The application title is 'Ownership and Control Application: Primary Qualifying Owner' with ID 78294. Below this, there are 'Edit' and 'View' buttons. A 'Draft' section is also visible. The 'Certifications' section lists two active certifications: 'Veteran-Owned Small Business (VOSB)' and 'Service-Disabled Veteran-Owned Small Business (SDVOSB)', both with 'VOSB Certified' and 'SDVOSB Certified' tags. Each certification includes an entrance date of July 29, 2022, and an exit date of January 29, 2028.

This document certifies that Building Momentum LLC. currently has VOSB and SDVOSB status through January 29, 2028.

Signed: Brad Halsey, Chairman and CIO

