
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 for access to Procorem or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.

Disclaimer:

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

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

VHDA TRACKING NUMBER

2026-C-54

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/12/2026

1. Development Name: Creighton Phase C

2. Address (line 1): 3100 Newbourne Street
 Address (line 2):
 City: Richmond State: VA Zip: 23223

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 Richmond City

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

6. Development is located in the census tract of: 414.00

7. Development is located in a Qualified Census Tract. TRUE *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%
FALSE	FALSE	FALSE

13. Development is located in a medium or high-level economic development jurisdiction based on table. FALSE

14. Development is located on land owned by federally or Virginia recognized Tribal Nations. FALSE

Enter only Numeric Values below:

15. Congressional District: 4
 Planning District: 15
 State Senate District: 14
 State House District: 79

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

Creighton Phase C is a 57 unit family development. It includes 1,2 and 3 bedroom apartment homes. It is a fully affordable development. Creighton Phase C is a part of the Creighton Court Redevelopment that began with Phases A and continued with Phase B, both of which are now complete. Creighton's redevelopment is a mulit-phase / multi-year redevelopment in the City of Richmond's East End.

17. Local Needs and Support

VHDA TRACKING NUMBER

2026-C-54

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/12/2026

- 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: Odie Donald, II
 Chief Executive Officer's Title: Chief Administrative Officer Phone: 804-646-7978
 Street Address: 900 East Broad Street
 City: Richmond State: VA Zip: 23219

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Merrick Malone, City of Richmond / Loren Brown, City of Richmond

- 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:

Local Housing Authority Pool

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.

FALSE

If true, provide name of companion development:

[Redacted]

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

FALSE

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

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

6. Extended Use Restriction

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

Must Select One: 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: Creighton Phase C LLC

Developer Name: The Community Builders

Contact: M/M Ms. First: Elizabeth (Beth) MI: P Last: Kennan

Address: 33 Arch Street

City: Boston St. MA Zip: 02110

Phone: (804) 525-0568 Ext. Fax:

Email address: beth.kennan@tcbinc.org

Federal I.D. No. 333616490 (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.
Brandon Moore / brandon.moore@tcbinc.org / : 202.498.6861

- 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. FALSE 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: Deed Option

Expiration Date:

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 .
- 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)**.)

3. Seller Information:

Name:

Address:

City: St.: Zip:

Contact Person: Phone:

Note: No developer's fee on basis in cases where there purchaser and seller unless Housing prior to applicatio Fee Calculation in the LIHTC

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

D. SITE CONTROL

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>
Richmond Redevelopment and Housing	(804) 780-4358	Minority	25.00%
The Community Builders	(857) 221-8600	Majority	75.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

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

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1. <u>Submission Checklist</u>	Mandatory Items, Tabs and Descriptions
2. <u>Development Information</u>	Development Name and Locality Information
3. <u>Request Info</u>	Credit Request Type
4. <u>Owner Information</u>	Owner Information and Developer Experience
5. <u>Site and Seller Information</u>	Site Control, Identity of Interest and Seller info
6. <u>Team Information</u>	Development Team Contact information
7. <u>Rehabilitation Information</u>	Acquisition Credits and 10-Year Look Back Info
8. <u>Non Profit</u>	Non Profit Involvement, Right of First Refusal
9. <u>Structure</u>	Building Structure and Units Description
10. <u>Utilities</u>	Utility Allowance
11. <u>Enhancements</u>	Building Amenities above Minimum Design Requirements
12. <u>Special Housing Needs</u>	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. <u>Unit Details</u>	Set Aside Selection and Breakdown
14. <u>Budget</u>	Operating Expenses
15. <u>Hard Costs</u>	Development Budget: Contractor Costs
16. <u>Owner's Costs</u>	Development Budget: Owner's Costs, Developer Fee, Cost Limits
17. <u>Eligible Basis</u>	Eligible Basis Calculation
18. <u>Sources of Funds</u>	Construction, Permanent, Grants and Subsidized Funding Sources
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25. <u>Previous Participation Certification</u>	Mandatory form related to principals
26. <u>Scoresheet</u>	Self Scoresheet Calculation
27. <u>Development Summary</u>	Summary of Key Application Points
28. <u>Efficient Use of Resources (EUR)</u>	Calculates Points for Efficient Use of Resources
29. <u>Mixed Construction - Cost Distribution</u>	For Mixed Construction type Applications only - indicates how costs are distributed across the different construction activities

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 (MANDATORY) - Invoice information will be provided in your Procorem Workcenter |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application (MANDATORY) |
| <input checked="" type="checkbox"/> | PDF Copy of the Signed Tax Credit Application with Attachments (Tabs A-AB) (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study (MANDATORY - Application will be disqualified if study is not submitted with application) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans (MANDATORY) |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications (MANDATORY) |
| <input type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (MANDATORY if Rehab) |
| <input type="checkbox"/> | Electronic Copy of the Physical Needs Assessment (MANDATORY at reservation for a 4% rehab request) |
| <input type="checkbox"/> | Electronic Copy of Appraisal (MANDATORY if acquisition credits requested) |
| <input type="checkbox"/> | Electronic Copy of Environmental Site Assessment (Phase I) (MANDATORY if 4% credits requested) |
| <input checked="" type="checkbox"/> | Electronic Copy of 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) (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab C: Syndicator's or Investor's Letter of Intent (MANDATORY) |
| <input checked="" 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 (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab F: Third Party RESNET Rater Certification and Sample HERS certificates (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter (MANDATORY) |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion using Virginia Housing template (MANDATORY) |
| <input type="checkbox"/> | Tab I: Nonprofit Questionnaire (MANDATORY for points or pool)
The following documents need not be submitted unless requested by Virginia Housing:
-Nonprofit Articles of Incorporation -IRS Documentation of Nonprofit Status
-Joint Venture Agreement (if applicable) -For-profit Consulting Agreement (if applicable) |
| <input type="checkbox"/> | Tab J: Relocation Plan and Unit Delivery Schedule (MANDATORY if Rehab) |
| <input type="checkbox"/> | 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 checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Utility Allowance Calculation |
| <input 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 checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504 |
| <input type="checkbox"/> | Tab Y: Inducement Resolution for Tax Exempt Bonds |
| <input 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 type="checkbox"/> | Tab AB: Ownership's Veteran Owned Small Business Certification |

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:	Dara Newman Histed	This is a Related Entity.	FALSE
	Firm Name:	Nixon Peabody		
	Address:	799 9th Street, NW Suite 500	Veteran Owned Small Bus?	FALSE
	City, State, Zip	Washington, DC		
	Email:	dhisted@nixonpeabody.com	Phone:	202.585.8000
2.	Tax Accountant:	Russell Phillips, CPA	This is a Related Entity.	FALSE
	Firm Name:	Cohen Reznick		
	Address:	7501 Wisconsin Avenue #400E	Veteran Owned Small Bus?	FALSE
	City, State, Zip	Bethesda MD		
	Email:	russell.phillips@cohenreznick.com	Phone:	(301) 280-3578
3.	Consultant:		This is a Related Entity.	FALSE
	Firm Name:			
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip		Role:	
	Email:		Phone:	
4.	Management Entity:	Steve Boyce	This is a Related Entity.	FALSE
	Firm Name:	SL Nusbaum		
	Address:	440 Monticello Avenue, Suite 1700	Veteran Owned Small Bus?	FALSE
	City, State, Zip	Norfolk, VA 23510		
	Email:	sboyce@slnusbaum.com	Phone:	(757) 640-2293
5.	Contractor:	Will Paulette	This is a Related Entity.	FALSE
	Firm Name:	KBS		
	Address:	8050 Kinway Drive	Veteran Owned Small Bus?	FALSE
	City, State, Zip	Richmond, VA 23228		
	Email:	wpaulette@kbsgc.com	Phone:	(804) 262-0100
6.	Architect:	Kimberly Caulder	This is a Related Entity.	FALSE
	Firm Name:	Winks Snowa		
	Address:	2119 West Franklin Street, Suite 200	Veteran Owned Small Bus?	FALSE
	City, State, Zip	Richmond, VA		
	Email:	kcalder@ws-arch.com	Phone:	(804) 643-8196
7.	Real Estate Attorney:	NA	This is a Related Entity.	FALSE
	Firm Name:			
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip			

E. DEVELOPMENT TEAM INFORMATION

Email:	NA	Phone:	
8. Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria LLC		
Address:	3050 Lady Marian Court	Veteran Owned Small Bus?	FALSE
City, State, Zip	Midlothian, VA 23113		
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
9. Other 1:	Tim Fairnholtf	This is a Related Entity.	FALSE
Firm Name:	Tims's Garage and Consulting		
Address:	2308 Park Avenue	Veteran Owned Small Bus?	TRUE
City, State, Zip	Richmond, VA 23220	Role:	Plan Reviewer
Email:	tfarinholt@timsjarage.org	Phone:	804-412-5798
10. Other 2:		This is a Related Entity.	FALSE
Firm Name:			
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		Role:	
Email:		Phone:	
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)

3. Rehabilitation Credit Information

F. REHAB 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)

TRUE 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:

TRUE 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:

▶ Applicant

Name: The Community Builders. Inc. (TCB)

Contact Person: Beth Kennan

Street Address: 1003 K St NW

City: Washington

State: ▶ DC

Zip: 20001

Phone: (804) 525-0568

Contact Email: beth.kennan@tcbinc.org

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 75.0%

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

G. NONPROFIT INVOLVEMENT

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

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

Name of qualified nonprofit: _____

or indicate true if Local Housing Authority **TRUE**
Name of Local Housing Authority Richmond Redevelopment and Housing Authority

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

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 all units in development	57	bedrooms	117
Total number of rental units in development	57	bedrooms	117
Number of low-income rental units	57	bedrooms	117
Percentage of rental units designated low-income	100.00%		
b. Number of new units:	57	bedrooms	117
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			81,776.65 (Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)			2,548.55 (Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding)			0.00
g. Total Usable Residential Heated Area			79,228.10 (Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space			100.00%
i. Exact area of site in acres	1.416		
j. Locality has approved a final site plan or plan of development. If True , Provide required documentation (TAB O).		FALSE	
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits Definition:		FALSE	

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.

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	1049.95	SF	9	9

H. STRUCTURE AND UNITS INFORMATION

2BR Garden	1372.42	SF	36	36
3BR Garden	1697.60	SF	12	12
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
			57	57

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)
- i. Roof Type
- j. Construction Type
- k. Primary Exterior Finish

4. Site Amenities (indicate all proposed)

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

H. STRUCTURE AND UNITS INFORMATION

- l. Describe Community Facilities:
- m. Number of Proposed Parking Spaces 0
 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. |
| 62.00% | b1. Percentage of brick covering the exterior walls. |
| 38.00% | 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. |
| FALSE | i. Each unit is provided free individual high-speed internet access.
<i>(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)</i> |
| 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. |
| FALSE | 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 . |
| FALSE | 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"/> FALSE | National Green Building Standard (NGBS) certification of Silver or higher. |
| <input type="checkbox"/> FALSE | LEED Certification | <input checked="" type="checkbox"/> TRUE | 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 checked="" type="checkbox"/> TRUE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|--|-------------------------------------|--------------------------------|-------------------------|

- FALSE Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at Tab P. See Manual for details and requirements.

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

- TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 29 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:
51% 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:

KBC

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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	7	9	14	0
Air Conditioning	0	4	6	12	0
Cooking	0	5	6	6	0
Lighting	0	6	8	11	0
Hot Water	0	63	79	92	0
Water	0	19	25	33	0
Sewer	0	33	43	56	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$137	\$176	\$224	\$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: Hedegrew Consultants

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.

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

2. Special Housing Needs/Leasing Preference:

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

- FALSE Elderly (as defined by the United States Fair Housing Act.)
FALSE Persons with Disabilities (must meet the requirements of the Federal Americans with Disabilities Act) - Accessible Supportive Housing Pool only
FALSE Supportive Housing (as described in the Tax Credit Manual)
If Supportive Housing is True: Will the supportive housing consist of units designated for tenants that are homeless or at risk of homelessness?
FALSE

Action: Provide Permanent Supportive Housing Certification (Tab S)

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)

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: Richmond Redevelopment and Housing Authority

Contact person: Fatimah Smothers-Hargrove

Title: Vice President, HCVP and TSO

Phone Number: (804) 780-3454

Action: Provide required notification documentation (TAB L)

K. SPECIAL HOUSING NEEDS

- 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: 12
% of total Low Income Units 21%

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](http://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: Fatimah
 Last Name: Smothers-Hargrove
 Phone Number: (804) 780-3454 Email: fatimah.smothers@rrha.com

5. Rental Assistance

- a. Some of the low-income units do or will receive rental assistance..... TRUE
- b. Indicate True if rental assistance will be available from the following
 - TRUE Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.
 - TRUE Section 8 New Construction Substantial Rehabilitation
 - FALSE Section 8 Moderate Rehabilitation
 - FALSE Section 811 Certificates
 - TRUE Section 8 Project Based Assistance
 - FALSE RD 515 Rental Assistance

K. SPECIAL HOUSING NEEDS

<u>TRUE</u>	Section 8 Vouchers *Administering Organization: <u>Richmond Redevelopment and Housing Au</u>
<u>FALSE</u>	State Assistance *Administering Organization: _____
<u>FALSE</u>	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:

15

How many years in rental assistance contract?

20.00

Expiration date of contract:

3/12/2047

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?

TRUE

If so, how many existing Public Housing units?

15

L. UNIT DETAILS

1. Set-Aside Election:

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

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

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
15	26.32%	50% Area Median
42	73.68%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
57	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
15	26.32%	50% Area Median
42	73.68%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
57	100.00%	Total

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


20-30% Levels FALSE 40% Levels FALSE 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	60% AMI	4		688.05	\$1,033.58	\$4,134
Mix 2	1 BR - 1 Bath	50% AMI	4		688.05	\$1,521.00	\$6,084
Mix 3	1 BR - 1 Bath	50% AMI	1	1	659.24	\$1,521.00	\$1,521
Mix 4	2 BR - 2 Bath	60% AMI	18		988.18	\$1,229.25	\$22,127
Mix 5	2 BR - 2 Bath	60% AMI	12	3	987.88	\$1,229.25	\$14,751
Mix 6	2 BR - 2 Bath	60% AMI	1		1069.59	\$1,229.25	\$1,229
Mix 7	2 BR - 2 Bath	50% AMI	2		1069.59	\$1,645.00	\$3,290
Mix 8	2 BR - 2 Bath	50% AMI	3		988.14	\$1,645.00	\$4,935
Mix 9	3 BR - 2 Bath	60% AMI	7	2	1275.62	\$1,398.50	\$9,790
Mix 10	3 BR - 2 Bath	50% AMI	1		1275.62	\$2,055.00	\$2,055

L. UNIT DETAILS

Mix 11	3 BR - 2 Bath	50% AMI	3	1412.37	\$2,055.00	\$6,165
Mix 12	3 BR - 3 Bath	50% AMI	1	1287.66	\$2,055.00	\$2,055
Mix 13						\$0
Mix 14						\$0
Mix 15			0			\$0
Mix 16						\$0
Mix 17						\$0
Mix 18						\$0
Mix 19						\$0
Mix 20						\$0
Mix 21						\$0
Mix 22						\$0
Mix 23						\$0
Mix 24						\$0
Mix 25						\$0
Mix 26						\$0
Mix 27						\$0
Mix 28						\$0
Mix 29						\$0
Mix 30						\$0
Mix 31						\$0
Mix 32						\$0
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Mix 34						\$0
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Mix 37						\$0
Mix 38						\$0
Mix 39						\$0
Mix 40						\$0
Mix 41						\$0
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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
TOTALS			57	6				\$78,136

Total Units	57	Net Rentable SF:	TC Units	57,708.36
			MKT Units	0.00
			Total NR SF:	57,708.36

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$4,800
2. Office Salaries			\$54,000
3. Office Supplies			\$1,000
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$61,478
7.00% of EGI		\$1,078.56	Per Unit
6. Manager Salaries			\$0
7. Staff Unit (s)	(type		\$0
8. Legal			\$900
9. Auditing			\$10,000
10. Bookkeeping/Accounting Fees			\$10,000
11. Telephone & Answering Service			\$3,000
12. Tax Credit Monitoring Fee			\$3,060
13. Miscellaneous Administrative			\$9,500
Total Administrative			\$157,738

Utilities

14. Fuel Oil			\$0
15. Electricity			\$13,600
16. Water			\$7,000
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$20,600

Operating:

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$2,160
23. Trash Removal			\$14,400
24. Security Payroll/Contract			\$27,193
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$8,000
28. Maintenance/Repairs Payroll			\$45,000
29. Repairs/Material			\$4,000
30. Repairs Contract			\$2,000
31. Elevator Maintenance/Contract			\$7,200
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$5,000
36. Decorating Supplies			\$0
37. Miscellaneous			\$4,000
Totals Operating & Maintenance			\$118,953

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes		\$61,000
39. Payroll Taxes		\$0
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$1,800 per unit	\$102,600
42. Fidelity Bond		\$0
43. Workman's Compensation		\$22,770
44. Health Insurance & Employee Benefits		\$2,650
45. Other Insurance		\$0
Total Taxes & Insurance		\$189,020

Total Operating Expense

\$486,311

Total Operating Expenses Per Unit

\$8,532

C. Total Operating

55.37%

Expenses as % of EGI

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

\$20,400

Total Expenses

\$506,711

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.

		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(A) Cost	(B) Acquisition	(C) Rehab/ New Construction
Must Use Whole Numbers Only!				
1. Contractor Cost				
a. Unit Structures (New)	13,658,430	0	0	13,658,430
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	13,658,430	0	0	13,658,430
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Hard Cost Contingency	794,672	0	0	794,672
Total Land Improvements	794,672	0	0	794,672
Total Structure and Land	14,453,102	0	0	14,453,102
r. General Requirements	745,005	0	0	745,005
s. Builder's Overhead (1.7% Contract)	248,335	0	0	248,335
t. Builder's Profit (5.2% Contract)	745,005	0	0	745,005
u. Bonds	496,670	0	0	496,670
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="checkbox"/>	0	0	0	0
z. Other 2: <input type="checkbox"/>	0	0	0	0
aa. Other 3: <input type="checkbox"/>	0	0	0	0
Contractor Costs	\$16,688,117	\$0	\$0	\$16,688,117

Construction cost per unit: \$292,773.98

MAXIMUM COMBINED GR, OVERHEAD & PROFIT = \$2,023,434

ACTUAL COMBINED GR, OVERHEAD & PROFIT = \$1,738,345

O. PROJECT BUDGET - OWNER COSTS

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	0	0	0	0
b. Architecture/Engineering Design Fee \$6,185 /Unit)	352,555	0	0	352,555
c. Architecture Supervision Fee \$1,277 /Unit)	72,789	0	0	72,789
d. Tap Fees	0	0	0	0
e. Environmental	21,000	0	0	15,750
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	0	0	0	0
h. Appraisal	9,000	0	0	9,000
i. Market Study	10,000	0	0	10,000
j. Site Engineering / Survey	195,000	0	0	195,000
k. Construction/Development Mgt	25,000	0	0	25,000
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	310,700	0	0	144,414
n. Construction Interest (7.2% for 0 months)	1,435,526	0	0	602,921
o. Taxes During Construction	20,000	0	0	20,000
p. Insurance During Construction	144,153	0	0	122,530
q. Permanent Loan Fee (0.0%)	67,000			
r. Other Permanent Loan Fees	100,000			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	40,000	0	0	40,000
u. Accounting	0	0	0	0
v. Title and Recording	127,800	0	0	102,240
w. Legal Fees for Closing	250,000	0	0	125,000
x. Mortgage Banker	60,000	0	0	0
y. Tax Credit Fee	97,250			
z. Tenant Relocation	0			0
aa. Fixtures, Furnitures and Equipment	175,000	0	0	175,000
ab. Organization Costs	50,000			
ac. Operating Reserve	488,909			
ad. Soft Costs Contingency	275,059			
ae. Security	20,000	0	0	20,000
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	285,000			
(1) Other* specify: TC Compliance and other fe	44,100	0	0	0
(2) Other* specify: Permits / Zoning	85,000	0	0	85,000
(3) Other* specify: Other Consultant	66,000	0	0	36,000
(4) Other* specify: Rent - Up & Marketing	9,000	0	0	0

O. PROJECT BUDGET - OWNER COSTS

(5) Other * specify: Pre-dev Costs	92,000	0	0	92,000
(6) Other* specify: Initial Opearting Escrow	100,000	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))	\$5,027,841	\$0	\$0	\$2,245,199
Subtotal 1 + 2 (Owner + Contractor Costs)	\$21,715,958	\$0	\$0	\$18,933,316
3. Developer's Fees	2,167,277	0	0	2,167,277
4. Owner's Acquisition Costs				
Land	0			
Existing Improvements	0	0		
Subtotal 4:	\$0	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$23,883,235	\$0	\$0	\$21,100,593

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:

\$2,167,277

Proposed Development's Cost per Sq Foot	\$292	Meets Limits
Applicable Cost Limit by Square Foot:	\$556	
Proposed Development's Cost per Unit	\$419,004	Meets Limits
Applicable Cost Limit per Unit:	\$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	
1. Total Development Costs	23,883,235	0	0	21,100,593

2. Reductions in Eligible Basis

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

3. Total Eligible Basis (1 - 2 above)

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

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	6,330,178
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0
c. For Green Certification (Eligible Basis x 10%)		0
Total Adjusted Eligible basis	0	27,430,771

5. Applicable Fraction

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

7. Applicable Percentage

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

(Must be same as BIN total and equal to or less than credit amount allowed)	\$0	\$0	\$2,468,769
	\$2,468,769 Combined 30% & 70% P. V. Credit		

Q. SOURCES OF FUNDS

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

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

	Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1.	Construction Loan			\$13,670,000	
2.					
3.					
Total Construction Funding:				\$13,670,000	

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.	TDB Perm Loan			\$3,700,000	\$307,508	7.40%	30	30
2.	DHCD VHTF			\$2,000,000	\$10,000	0.50%	999999	40
3.	DHCD NHTF			\$1,000,000	\$5,000	0.50%	999999	40
4.	City of Richmond / HOIME			\$800,000		0.00%	0	
5.	RRHA Funds			\$1,500,000		0.00%		
6.	DHCD HIEE			\$2,000,000		0.00%		
7.	City of Richmond AHTF			\$800,000		0.00%		
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
Total Permanent Funding:				\$11,800,000	\$322,508			

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.					

Q. SOURCES OF FUNDS

4.				
5.				
6.				

Total Permanent Grants: \$0

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	City of Richmond - CIP Funding		\$5,048,695
2.			
3.			
4.			
5.			
Total Subsidized Funding			\$5,048,695

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

Market-Rate 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:	\$0
	City of Richmond - Infrastructure	
l.	Other:	

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

Grants*

Grants

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

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:

Q. SOURCES OF FUNDS

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

b. TRUE **New** project based subsidy from HUD or Rural Development or any other binding federal project based subsidy

15 Number of New PBV Vouchers

c. FALSE Other

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

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	\$534,286	(Note: Deferred Developer Fee cannot be negative.)
v. Other:	\$100	

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

Equity Total \$534,386

2. Equity Gap Calculation

a. Total Development Cost	\$23,883,235
b. Total of Permanent Funding, Grants and Equity	- <u>\$12,334,386</u>
c. Equity Gap	\$11,548,849
d. Developer Equity	- <u>\$1,155</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$11,547,694

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ Boston Financial		
Contact Person:	Sam Gugliano	Phone:	
Street Address:	225 Franklin Street 28th Floor		
City:	Bosotn	State:	Massachusetts
		Zip:	2110

b. Syndication Equity

i. Anticipated Annual Credits	\$1,375,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.840
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	\$1,374,863
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$11,547,694

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

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$11,547,694

5. Net Equity Factor

83.9916282537%

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>\$23,883,235</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$12,334,386</u>
3. Equals Equity Gap		<u>\$11,548,849</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>83.9916282537%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$13,750,000</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$1,375,000</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$2,468,769</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$1,375,000</u>
Credit per LI Units	<u>\$24,122.8070</u>	Combined 30% & 70% PV Credit Requested
Credit per LI Bedroom	<u>\$11,752.1368</u>	

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

T. CASH FLOW

1. Revenue

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

Total Monthly Rental Income for LIHTC Units	\$78,136
Plus Other Income Source (list):	\$0
Equals Total Monthly Income:	\$78,136
Twelve Months	x12
Equals Annual Gross Potential Income	\$937,632
Less Vacancy Allowance	6.3%
Equals Annual Effective Gross Income (EGI) - Low Income Units	\$878,280

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

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

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

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

3. Cash Flow (First Year)

a. Annual EGI Low-Income Units	\$878,280
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$878,280
d. Total Expenses	\$506,711
e. Net Operating Income	\$371,569
f. Total Annual Debt Service	\$322,508
g. Cash Flow Available for Distribution	\$49,061

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	878,280	895,845	913,762	932,038	950,678
Less Oper. Expenses	506,711	521,912	537,570	553,697	570,308
Net Income	371,569	373,933	376,193	378,341	380,371
Less Debt Service	322,508	322,508	322,508	322,508	322,508
Cash Flow	49,061	51,425	53,685	55,833	57,863
Debt Coverage Ratio	1.15	1.16	1.17	1.17	1.18

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	969,692	989,086	1,008,868	1,029,045	1,049,626
Less Oper. Expenses	587,417	605,039	623,191	641,886	661,143
Net Income	382,275	384,046	385,677	387,159	388,483

T. CASH FLOW

Less Debt Service	322,508	322,508	322,508	322,508	322,508
Cash Flow	59,767	61,538	63,169	64,651	65,975
Debt Coverage Ratio	1.19	1.19	1.20	1.20	1.20

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,070,618	1,092,031	1,113,871	1,136,149	1,158,872
Less Oper. Expenses	680,977	701,407	722,449	744,122	766,446
Net Income	389,641	390,624	391,423	392,027	392,426
Less Debt Service	322,508	322,508	322,508	322,508	322,508
Cash Flow	67,133	68,116	68,915	69,519	69,918
Debt Coverage Ratio	1.21	1.21	1.21	1.22	1.22

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

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

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

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit			
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.		57		3100 Newbourne Street		Richmond	VA	23223				\$0				\$0	\$27,430,771	12/01/28	9.00%	\$2,468,769
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

57 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$27,430,771

\$0

\$0

\$2,468,769

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Creighton Phase C, LLC


By: Elizabeth (Beth) Kennan
Its: Authorized Agent
(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	<u>Kimberly Calder</u>
Virginia License#:	<u>0401015647</u>
Architecture Firm or Company:	<u>Edward H. Winks - James D. Snow Architects P.C.</u>

By: 

Its: Vice President
(Title)

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

V. Previous Participation Certification

Development Name: Creighton Phase C

Name of Applicant (entity): Creighton Phase C 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

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.

Elizabeth (Beth) Kennan

Signature

Elizabeth (Beth) Kennan

Printed Name

3/11/2026

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

Prepared: March 11, 2026



33 Arch Street
Suite 1000, 10th floor
Boston, MA 02110
P. 617.695.9595
TCBINC.ORG

Supplemental Responses to Previous Participation Certification

Responses below pertain to both The Community Builders, Inc. ("TCB") and affiliated entities which TCB controls. TCB is the developer of the Creighton Phase C project and is the majority member of Creighton Phase C MM LLC, the managing member of the Applicant, Creighton Phase C LLC.

2. During any time that any of the Participants were Principals in any multi-family rental project, 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;

It has not been the practice of TCB to track defaults, foreclosures, or mortgage relief after they have been resolved or to track minor or quickly resolved matters that occur in the normal course of business. Therefore, we are unable to respond definitively regarding all such matters during TCB's 61-year history and the approximately 412 projects and more than 34,000 units that TCB has developed, owned or managed. Responses below, which relate to both TCB and the affiliated entities which TCB controls, are limited to material matters which occurred during the last 10 years:

Edgewood Apartments, Indianapolis, Indiana. In March of 2007, Charter One Bank, which has since merged into RBS Citizens National Association (the "Bank"), notified Edgewood Terrace Apartments Limited Partnership, II, a TCB affiliate (the "Partnership"), the owner of Edgewood Apartments in Indianapolis, Indiana, that it was in default of a \$376,000 mortgage loan from the Bank to the Partnership. The property was not constructed or developed by TCB. Rather, a TCB affiliate took over as general partner of the Partnership at the request of the investor limited partner, who had removed the prior general partner for poor performance. Due to poor performance of a third-party management agent, the vacancy rate at the property was very high, resulting in the property failing to make monthly loan payments. The Bank sold the loan to Banc One Community Development Corporation (JP Morgan Capital) in June 2009 in order to prevent foreclosure by the Bank and protect its future low-income housing tax credits. The Partnership and Banc One have entered into series of forbearance agreements pursuant to which Banc One agreed to forbear until March 15, 2017. TCB sold its interest in the property in September 2016.

Aurora Hotel, Worcester, MA. The Aurora Hotel is an 85-unit, single room occupancy development in Worcester, Massachusetts. The general partner of the ownership entity is controlled by TCB. The development was funded in part by MassHousing under the SHARP loan

Prepared: March 11, 2026

program, which was based on a presumption that rents for market units in funded projects would rise over the 15-year term of the loan. The development experienced significant declines in market rents during the early and mid-1990s and experienced operating deficits. In 1999, the project financing was formally restructured with MassHousing and the project was sold to a separate (but affiliated) nonprofit entity known as Community Renewal, Inc. ("CRI"), and CRI and MassHousing entered into several forbearance agreements. In February 2016, the project was refinanced with a restructuring of the MassHousing loans to enable the rehabilitation of the property. As part of the restructuring, TCB made significant cash payments and ongoing commitments to support the project. In March 2024, the property was sold to a TCB affiliate as part of a resyndication that will involve substantial rehabilitation.

Northside Terrace Apartments, Torrington, CT. Kelly Housing Limited Partnership ("KHL") acquired the Northside Terraces property from John Kelly Housing Corporation ("JKHC") in 1995. At that time, HUD made a Flexible Subsidy Loan in the amount of \$2,225,435 to JKHC (the "Flex Loan") which in turn loaned the proceeds of the Flex Loan to KHL (the "Wraparound Loan"). The note evidencing the Flex Loan had a maturity date of March 1, 2009, and HUD issued a notice of default for the Flex Loan. JKHC and KHL worked with HUD to refinance the property in order to restructure the Flex Loan. During this time, The Community Builders, Inc. did not have an ownership interest in Northside Terrace Apartments and only served as the property manager of the property. In December 2023, with consent from HUD, an affiliate of TCB acquired the property from KHL, and the Flex Loan was assumed by the new owner and the term extended. The restructured Flex Loan is no longer in default.

5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multi-family rental project in which any of the Participants were Principals;

It has not been the practice of TCB to keep detailed records on noncompliance, poor performance ratings, audit findings, citations, or violations, after they have been resolved or to track minor or quickly resolved matters that occur in the normal course of business. Therefore, we are unable to respond definitively regarding all such matters during TCB's 60-year history and the approximately 412 projects and more than 34,000 units that TCB has developed, owned, or managed. TCB can confirm that it has no unresolved Form 8823 notices of non-compliance.

11. None of the Participants is participating in the ownership of a multi-family rental housing project as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multi-family rental housing project assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

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Office of General Counsel of The Community Builders, Inc.

Prepared: March 11, 2026

It has not been the practice of TCB to keep contemporaneous data on construction completion timelines in the absence of a contractual breach, default, or material impact on the projects TCB has been involved in developing. With respect to projects for which construction has been completed, TCB is not aware of any delays between substantial completion and filing of a final cost certification that resulted in a default, failure to timely place in service or other material impact to the projects involved.

14. No Participants are currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).

Schedule A attached is a list of pending and threatened litigation involving The Community Builders, Inc. ("TCB") as of the date shown on the schedule. TCB is not aware of any litigation that, if adversely decided, would materially impact the financial condition of the Project, the Applicant or any affiliated entity.

Matter	Related Property	State	Matter Type	Description	Date of Receipt Claim or Complaint	Insured?	Status
Zachary Mirabito v The Community Builders, Inc., SISCA N.E.-MPCC-Mengler J.V. II, LLC, SISCA N.E.-MPCC-Mengler J.V. LLC, SISCA Northeast, Inc., SISCA Northeast Associates, LLC, MPCC Corp., and Mengler Mechanical, Inc.	188 Warburton	NY	Personal Injury / Construction	Plaintiff alleges he was injured due to unsafe conditions while working at the property at 188 Warburton Avenue, Yonkers, New York on January 28, 2016. General Contractor has accepted tender for defense and indemnification.	11/4/2016	Yes	Pending
Oscar Otero Mendez v. Mega Contracting Group, LLC, The Community Builders, Inc., Beach 21st Limited Partnership and Beach 21st Affordable LLC	Beach 21st Street	NY	Personal Injury	Claimant, a construction worker, alleges to have been injured on the construction site on May 23, 2020 as a result of the Defendants' alleged failure to provide safe working conditions. This claim was tendered to and accepted by the General Contractor for defense and indemnity.	8/6/2020	Yes	Pending
Stacey Lipke v. The Community Builders, Inc. and Meyers Ridge Townhomes	Meyers Ridge	PA	Fair Housing	Claimant alleges discriminatory treatment based on her race and disability arising from Property Management's processing of fees assessed to her account and income recertifications.	4/6/2021	Yes	Pending
Luis Heras Mendieta v. The Community Builders, Inc., Mega Contracting Group LLC, 178 Warburton Apartments LLC, State of New York, New, York State Homes and Community Renewal, Municipal Housing Authority for the City of Yonkers, 178 Warburton Limited Partnership, 178 Warburton Housing Development Fund Corporation, CPG Phase V GP LLC, and Mulford Corporation	178 Warburton	NY	Personal Injury / Construction	Claimant alleges he was injured due to unspecified unsafe conditions while working at the property at 178 Warburton Avenue, Yonkers, New York on September 1, 2021. General Contractor has accepted tender for defense and indemnification. Additionally, the parties are working on a stipulation to dismiss defendants and substitute the correct defendants as the Owner and General Contractor.	10/15/2021 03/08/2022 (Complaint)	Under Review	Pending
Jamie Davison v. The Community Builders, Inc. and Pennley Supportive Housing for the Elderly, Inc.	Pennley Commons	PA	Personal Injury	Claimant, a resident at Pennley 202 alleges to have sustained injuries from a slip and fall on ice on March 14, 2022. This matter is being defended by insurance appointed outside counsel and in discovery.	5/10/2022 (Claim) 10/09/2022 (Complaint)	Under Review	Pending
Javier Velasquez v. A.O. Flats of Forest Hills LLC, Bilt-Rite Construction Inc., Manuel Difour, DJ Plumbing and Heating, Inc., L.V.M.J. Corporation, Parcel U Phase A LLC, Parcel U Phase B LLC, The Community Builders, Inc., and Urbanica, Inc.	AO Flats	MA	Personal Injury / Construction	Claimant alleges that on May 6, 2019 he sustained serious injuries after a sub-contractor of Bilt Rite Construction struck him with a vehicle while negligently operating a vehicle. Service was completed on July 15, 2022 for The Community Builders, Inc. only. General Contractor has accepted tender for defense and indemnification.	06/06/2022 (Claim) 7/15/2022 (Complaint)	Under Review	Pending

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Pending and Threatened Litigation involving The Community Builders, Inc. as of March 11, 2026

Matter	Related Property	State	Matter Type	Description	Date of Receipt Claim or Complaint	Insured?	Status
Doris O'Bannon v. The Community Builders, Inc., Liberty Green Property Owners Associations, Inc., Louisville Metro Housing Authority Development Corp., Louisville Metro Housing Authority, and The CT Group, LLC	Clarksdale / Liberty Green	KY	Personal Injury	Claimant, a resident at Liberty Green, alleges to sustained injuries following a slip an fall which is alleged to have occurred on February 1, 2022 as a result of a dishwasher leak. This matter is being defended by insurance appointed outside counsel and is in discovery.	2/7/2023	Under Review	Pending
Michelle Miranda v. The Community Builders, Inc.	Mashpee Village	MA	Personal Injury	Claimant, a resident at Mashpee Village, alleges to have sustained personal injuries arising from an undisclosed accident alleged to have occurred on May 17, 2021. This matter is being defended by insurance appointed outside counsel.	3/27/2023 (Notice) 06/07/2024 (Complaint)	Under Review	Pending
Enid Echevarria v. The Community Builders, Inc.	Park West Apartments	CT	Personal Injury	Claimant, a guest of a resident at Park West Apartments, alleges to have sustained injuries after a trip and fall in the parking lot at the property on April 13, 2022. This matter is being defended by insurance appointed outside counsel and is in discovery.	07/13/2023 (Notice) 04/19/2024 (Complaint)	Under Review	Pending
Malachi Nibbs v. New Pennley Place Phase One [sic] and The Community Builders, Inc.	New Pennley Place	PA	Fair Housing	Claimant, a resident of New Pennley Place, alleges discrimination arising from the alleged failure to grant a reasonable accommodation relating to alleged odors in his unit.	8/17/2023	Under Review	Pending
Corey Ouimette v. New Park West Limited Partnership, The Community Builders, Inc, Iris Santiago, TCB Connecticut, Inc.	New Park West	CT	Fair Housing	Claimant, alleges discrimination arising from property management's alleged failure to take sufficient action to stop another resident from making derogatory statements about claimant's minor child. On April 14, 2024, the Connecticut Commission on Human Rights and Opportunities, issued a Preliminary Draft of the Final Investigative Report finding a lack of probable cause.The Final Report is pending.	11/21/2023	Under Review	Pending
Kameel Daher v. The Community Builders, Inc.	Cheriton Grove	MA	Employment Matter	Claimant, a former TCB employee, alleges to have been discriminated against based on his race, age and disability. This matter is being defended by insurance appointed outside counsel.	12/20/2023	Yes	Pending

Matter	Related Property	State	Matter Type	Description	Date of Receipt Claim or Complaint	Insured?	Status
Karen Bates-Rivers v. Oak Park I Housing Owner and The Community Builders, Inc.	Oak Park	IL	Fair Housing	Claimant, a prospective tenant, alleges discriminatory refusal to rent arising claimant's status as a victim of domestic violence. On March 5, 2025, the Illinois Department of Human Rights issued a findings that there is a lack of substantial evidence to support the allegations and dismissed the case. Claimant sought reconsideration of the denial and by order dated September 10, 2025, the Commission Sustained the Dismissal and Finding of Lack of Substantial Evidence. Claimant appealed the dismissal and the Commission's determination is pending.	2/26/2024	Under Review	Pending
Tito Pacheco v. 178 Warburton Limited Partnership, 178 Warburton Housing Development Fund Corporation, 178 Warburton Apartments LLC and The Community Builders, Inc.	178 Warburton	NY	Personal Injury	Claimant alleges he was injured due to unspecified unsafe conditions while working at the property at 178 Warburton Avenue, Yonkers, New York on January 20, 2023. General Contractor has accepted tender for defense and indemnification.	6/18/2024	Under Review	Pending
Beth R. Baker v. New Leydon Woods I Limited Partnership and The Community Builders, Inc.	Leyden Woods	MA	Fair Housing	Claimant, a resident of New Leydon Woods, alleges discrimination beginning on or around August 1, 2023 on the basis of a disability. Claimant's claims arise from the Owner and Property managers alleged failure to respond to concerns regarding storage access and parking access. The parties reached a private settlement following conciliation and dismissal is pending.	7/3/2024	Yes	Pending
Kevin Clark vs. Oakley Square Apartments and The Community Builders, Inc.	St. Stephens/Oakley Square	IL	Personal Injury	Claimant, a resident of Oakley Square, alleges to have sustained personal injuries during a shooting incident alleged to have occurred on June 10, 2024. This matter is being defended by insurance appointed outside counsel and is in discovery.	7/29/2024 [Notice] 7/28/2025 [Complaint]	Under Review	Pending
Sage Hannah Grace et. al. vs. The Community Builders, Inc. et. al.	385 Main Street	MA	Zoning appeal	Claimants, abutters to the site of future development in Easthampton, seek to annul zoning relief granted based on alleged concerns relating to stormwater and wastewater treatment; TCB is vigorously defending via outside counsel.	10/24/2024	No	Pending
Karina Luna v. The Community Builders, Inc. and New Kensington Square I, LLP	Kensington Square	CT	Personal Injury	Claimant, a resident of Kensington Square, alleges to have sustained personal injuries on February 14, 2024 as a result of a slip and fall on ice. This matter is being defended by insurance appointed outside counsel and is in discovery.	11/2/2024	Under Review	Pending
Richelle Bagby v. TCB Sherman Forest LLC and The Community Builders, Inc.	Sherman Forest	IN	Personal Injury	Claimant alleges to have sustained undisclosed personal injuries while at the site on December 19, 2022. This matter is being defended by insurance appointed outside counsel and is in discovery.	5/16/2024 (Notice) 11/08/2024 (Complaint)	Under Review	Pending

Matter	Related Property	State	Matter Type	Description	Date of Receipt Claim or Complaint	Insured?	Status
Sierra Noella Peralte v. Parking Systems Group, Inc. Beach 21st Limited Partnership and The Community Builders, Inc.	Beach 21st	NY	Personal Injury	Claimant, alleges to have sustained personal injuries as a result of a slip and fall in the parking garage on June 25, 2024. This matter is being defended by insurance appointed outside counsel and is in discovery.	12/13/2024	Under Review	Pending
Jabril Jacobs v. Turk & Milone, LLP, Jeffrey C. Turk, The Community Builders, Inc., and A.O. Flats at Forest Hills LLC	AO Flats	MA	FCRA	Claimant, a former resident of AO Flats alleges violations of the Fair Credit Report Act and Security Deposit Law arising from his eviction and retention of security deposit. The claim was dismissed and claimant's time to appeal or refile is pending.	12/23/2024	Under Review	Pending
Nivia Mendez-Aucapina v. New Kensington I Limited Partnership and The Community Builders, Inc.	New Kensington Square I	CT	Personal Injury	Claimant, a resident of New Kensington Square I, alleges to have sustained injuries following a fall on stairs on January 17, 2023. This matter is being defended by insurance appointed outside counsel and is in discovery.	3/13/2023 (Notice) 12/27/2024 (Complaint)	Under Review	Pending
Marlenny Rodriquez v. The Community Builders, Inc.	Loomworks	MA	Fair Housing	Claimant, a resident of Loomworks Apartments, alleges discriminatory refusal to accommodate her disabled child arising from a pending move and income certification. This matter is being defended by insurance appointed outside counsel and is in discovery.	1/22/2025	Under Review	Pending
Whitney Bishop v. Herron Property Management as M/A for The Villages at Mill Crossing and The Community Builders, Inc.	Villages	IN	Landlord/Tenant	Claimant, a resident of the Villages at Mill Crossing, filed counterclaims alleging breach of warranty of habitability, fair debt collection and related claims arising from third party property managers failure to remedy conditions in her unit.	2/25/2025	Under Review	Pending
Yvonne Hall v. The Community Builders, Inc.	225 Centre	MA	Personal Injury	Claimant, a resident of 225 Centre, alleges negligent infliction of emotional distress arising from assault alleged to have been committed by third party vendor. This matter is being defended by insurance appointed outside counsel and is in discovery.	2/25/2025	Under Review	Pending
Gregory Hurt v. The Community Builders, Inc.	Beacon Center	DC	Landlord/Tenant	Claimant, a resident of Beacon Center alleges breach of contract claims arising from landlord's alleged failure to place resident in desired floor plan.	5/7/2025	Under Review	Pending
Isolina Tejera v. New 125 Amory Street LLC and The Community Builders, Inc.	125 Amory	MA	Personal Injury	Claimant, a resident of 125 Amory Street Apartments, alleges she suffered personal injuries after a slip and fall in the lobby on April 19, 2024. This matter is being defended by insurance appointed outside counsel and is in discovery.	6/17/2025	Under Review	Pending
Kamisha Hudson vs. The Community Builders [sic] and 4715 N Western Ave Owner [sic]	Canvas at Leland	IL	Fair Housing	Claimant, a resident at Canvas at Leland alleges denial of a reasonable accommodation and retaliation arising from the failure to provide accessible parking. This matter is being defended by insurance appointed outside counsel and is in discovery.	8/15/2025	Yes	Pending

Matter	Related Property	State	Matter Type	Description	Date of Receipt Claim or Complaint	Insured?	Status
Danielle Garris v. TCB Clarion LLC and The Community Builders, Inc.	The Clarion	MA	Personal Injury	Claimant, a resident of The Clarion claims personal injuries and loss of personal property, for herself and her minor children as a result of a water intrusion incident that occurred on December 4, 2022. The Complaint was filed on July 9, 2025 but neither TCB nor the Owner have been served with process in this case. TCB only become aware of the filing during a routine litigation search.	8/27/2025	Under Review	Pending
U Circle Nails & Spa LLC v. 1990 Ford Drive Owner LLC, TCB Ohio Inc. and University Circle West LLC	Commodore Place	OH	Commercial Tenant Dispute	Claimant, a commercial tenant at Commodore Place claims to have suffered losses attributed to an allegedly faulty HVAC system.	9/16/2025	No	Pending
Anaylin Veiga v. The Community Builders, Inc.	North Commons	MA	Fair Housing	Claimant, a resident of North Commons, alleges fair housing violations arising from her sex and status as a domestic violence survivor. This matter is being defended by insurance appointed outside counsel and is in discovery.	9/17/2025	Yes	Pending
Devon Petway v. Cascade Village Community Builders Inc. [sic] and Kimberly Whitlock	Cascade Village	OH	Fair Housing	Claimant, a resident of Cascade Village, alleges discrimination arising from failure to accommodate. This matter is being defended by insurance appointed outside counsel and is in discovery.	10/28/2025	Under Review	Pending
Shirley Johnson v. Oakwood Shores Senior Apartments Limited Partnership and The Community Builders, Inc.	Oakwood Shores Senior	IL	Personal Injury	Claimant alleges she suffered unspecified personal injuries on December 7, 2023 as a result of a trip and fall caused by an allegedly defective gate. This matter is being defended by insurance appointed outside counsel and is in discovery.	11/24/2025	Under Review	Pending

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
- e. Location in a revitalization area with resolution or by locality
- 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
N	0 or 5	0.00
N	0 or 15	0.00
Total:		15.00

2. HOUSING NEEDS CHARACTERISTICS:

- a. Sec 8 or PHA waiting list preference
- b. Existing RD, HUD Section 8 or 236 program
- c. Subsidized funding commitments
- d. Tax abatement on increase of property's value
- e. New project based rental subsidy) 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	3.68
N	0 or 20	0.00
21.14%	Up to 60	42.28
Y	0 or 5	5.00
N	up to 40	0.00
0%	0, 20, 25 or 30	0.00
N	0 or 15	0.00
Y	Up to 20	20.00
Total:		70.96

3. DEVELOPMENT CHARACTERISTICS:

- a. Enhancements (See calculations below) 56.20
- b. <removed for 2026> 0.00
- c. HUD 504 accessibility for 10% of units
- d. Proximity to public transportation
- e. Development will be Green Certified
- f. Units constructed to meet Virginia Housing's Universal Design standards
- g. Developments with less than 100 low income units
- h. Historic Structure eligible for Historic Rehab Credits
- i. Meets Target Population Development Characteristics

Y	0 or 20	20.00
Y10	0, 10 or 20	10.00
Y	0 or 10	10.00
51%	Up to 15	7.63
Y	up to 20	17.20
N	0 or 5	0.00
N	0 or 10	0.00

Total: 121.03

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$113,500	\$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	21.05%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	26.32%	Up to 50	26.32
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	26.32%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	26.32%	Up to 50	0.00

Total: 56.32

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	0.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00

Total: 0.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 100	73.83
--------------------	--	-----------	-------

Total: 73.83

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	Y		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	N		10 or 15	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	Y		0 or 10	10.00
f. Team member with Veteran Owned Small Business Certification	Y		up to 10	5.00
g. Commitment to electronic payment of fees	Y		0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	N		0, 10 or 20	0.00

Total: 90.00

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

TOTAL SCORE: 427.14

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	35.20
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	0.00
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	0.00
o. New Construction: Balcony or patio	4	0.00

56.20

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: 56.20

X.

Development Summary

Summary Information

2026 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Creighton Phase C

Cycle Type: 9% Tax Credits **Requested Credit Amount:** \$1,375,000
Allocation Type: New Construction **Jurisdiction:** Richmond City
Total Units: 57 **Population Target:** General
Total LI Units: 57
Project Gross Sq Ft: 81,776.65 **Owner Contact:** Elizabeth (Beth) Kennan
Green Certified? TRUE

Total Score 427.14

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$11,800,000	\$207,018	\$144	\$322,508
Grants	\$0	\$0		
Subsidized Funding	\$5,048,695	\$88,574		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$14,453,102	\$253,563	\$177	60.52%
General Req/Overhead/Profit	\$1,738,345	\$30,497	\$21	7.28%
Other Contract Costs	\$496,670	\$8,714	\$6	2.08%
Owner Costs	\$5,027,841	\$88,208	\$61	21.05%
Acquisition	\$0	\$0	\$0	0.00%
Developer Fee	\$2,167,277	\$38,022	\$27	9.07%
Total Uses	\$23,883,235	\$419,004		

Total Development Costs	
Total Improvements	\$21,715,958
Land Acquisition	\$0
Developer Fee	\$2,167,277
Total Development Costs	\$23,883,235

Income	
Gross Potential Income - LI Units	\$937,632
Gross Potential Income - Mkt Units	\$0
Subtotal	\$937,632
Less Vacancy %	6.33%
	\$59,352
Effective Gross Income	\$878,280

Proposed Cost Limit/Sq Ft: \$292
Applicable Cost Limit/Sq Ft: \$556
Proposed Cost Limit/Unit: \$419,004
Applicable Cost Limit/Unit: \$589,015

Rental Assistance? TRUE

Unit Breakdown	
# of Eff	0
# of 1BR	9
# of 2BR	36
# of 3BR	12
# of 4+ BR	0
Total Units	57

Expenses		
Category	Total	Per Unit
Administrative	\$157,738	\$2,767
Utilities	\$20,600	\$361
Operating & Maintenance	\$118,953	\$2,087
Taxes & Insurance	\$189,020	\$3,316
Total Operating Expenses	\$486,311	\$8,532
Replacement Reserves	\$20,400	\$358
Total Expenses	\$506,711	\$8,890

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	15	15
60% AMI	42	42
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$878,280
Total Expenses	\$506,711
Net Income	\$371,569
Debt Service	\$322,508
Debt Coverage Ratio (YR1):	1.15

Income Averaging? TRUE

Extended Use Restriction? 50

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.

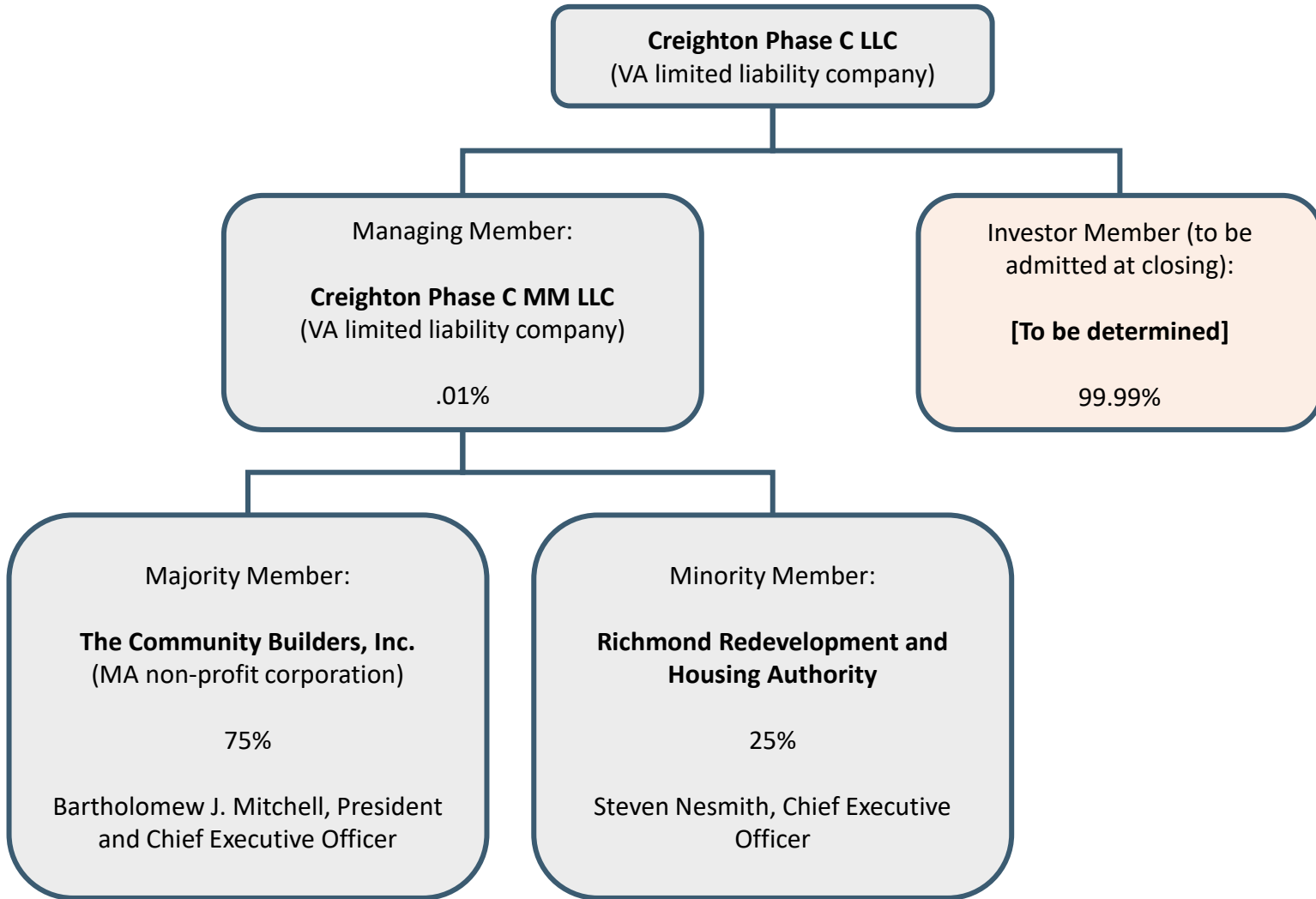
Tax Exempt Deals are granted a starting point value greater than zero to allow for the nature of these deals.

Combined Max	\$2,468,769
Credit Requested	\$1,375,000
% of Savings	44.30%
Sliding Scale Points	73.83

Tab A:

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

PROPOSED ORGANIZATIONAL STRUCTURE AT CLOSING



Dated as of: March 2026

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 Creighton Phase C LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 23, 2025; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 3, 2026

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

Bernard J. Logan, Clerk of the Commission

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Creighton Phase C MM LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 23, 2025; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 3, 2026

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

Bernard J. Logan, Clerk of the Commission

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF GOOD STANDING

I Certify the Following from the Records of the Commission:

That COMMUNITY BUILDERS, INC., THE, a corporation incorporated under the laws of Massachusetts, is authorized to transact business in the Commonwealth of Virginia and has adopted The Community Builders of Massachusetts, Inc. as its designated name for use in Virginia;

That the corporation obtained a certificate of authority to transact business in Virginia from the Commission on January 10, 2002; and

That the corporation is in good standing in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 3, 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)



Boston Financial
Investment Management, LP
a Limited Partnership

225 Franklin Street – 28th Fl
Boston, Massachusetts 02110
T: 617.439.3911
F: 617.439.9978
www.bfim.com

March 5, 2026

Ms. Jesse Elton
New Hope Community Capital, Inc.
33 Arch Street
Boston, Massachusetts 02110

**Re: Creighton C, LLC
Richmond, Virginia (“Property”)**

Dear Jesse:

Boston Financial Investment Management, LP (“Boston Financial”) is pleased to submit an offer to purchase the federal low income housing tax credits (LIHTC) which will be allocated to the above referenced property. An entity affiliated with Boston Financial will purchase a 99.99% limited partnership interest in the Partnership, and an affiliate of Boston Financial will be the Special Limited Partner. The offer is subject to the terms and conditions outlined herein and changes in market conditions. Based on a total annual LIHTC allocation of \$1,375,000 Boston Financial will use its best efforts to contribute capital to the company in the amount of \$0.84 per dollar of federal tax credit. The total capital contribution of \$11,548,845 will be payable as follows:

\$2,309,769 (20%) upon the latest to occur of (i) tax credit reservation, (ii) closing of the construction financing, (iii) receipt of a commitment acceptable to Boston Financial for the permanent financing, (iv) admission of Boston Financial;

\$289,876 (2.51%) upon the Completion Date;

\$4,907,104 (42.49%) upon Cost Certification;

\$3,941,621 (34.13%) the latest to occur of (i) Initial 100% Qualified Occupancy, (ii) closing of the permanent loan, (iii) Stabilization Date (defined as 3 months of 1.15x DSCR following the permanent loan closing),

\$100,475 (0.87%) upon State Designation.

The financing source is under consideration, and this offer is subject to the receipt and satisfactory review by Boston Financial, in its sole discretion, of the following documents. Upon review, Boston Financial will either issue a comprehensive syndication agreement for countersignature or withdraw this offer.

1. Project Description

2. Construction/Development Cost Breakdown & Operating Pro-Forma
3. Construction Schedule
4. Qualified Lease-Up Schedule
5. Tax Credit Reservation
6. Construction Loan Financing Proposal (Note, Loan Agreement, & Mortgage, if closed)
7. Permanent Loan Financing Proposal (Note, Loan Agreement, & Mortgage, if closed)
8. General Partner, Guarantor, and Affiliate current Financial Statements
9. Market Study

Please be advised that an operating reserve in the amount of not less than six (6) months of Boston Financial's underwritten operating expenses, debt service, and replacement reserves will be required to be put into a segregated account. In addition, other customary project specific reserves will be required as outlined in the projections. Lastly, a \$50,000 due diligence fee will be required to be collected at closing.

BFIM is pleased to have closed over 15 transactions totaling in excess of \$230 million in equity invested with TCB over the past several years.

Please feel free to call me at (617) 488-3526 if you have any questions. We very much look forward to the opportunity to assist you with this tax credit development.

Sincerely,



Samuel Guagliano, Senior Vice President

AGREED & ACCEPTED:

By: _____

Date: _____

J.P.Morgan

March 4, 2026

Michael Gray
Finance Director
The Community Builders
33 Arch Street
10th Floor, Suite 1000
Boston, MA 02110

**Re: Creighton C
Richmond, VA**

Dear Mr. Gray:

Thank you for considering JPMorgan Chase Bank, N.A. (“JPMorgan Chase” or “Lender”) as a potential construction and permanent lender for the development of affordable rental housing at Creighton C in Richmond, VA. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but rather is intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

Facilities: JPMorgan Chase will provide a credit facility in the amount of \$13,670,000, the proceeds of which will fund construction and permanent loans to the Borrower. Upon meeting the conditions required for the permanent period, the Construction Loan will convert to a Permanent Loan in an amount not to exceed \$3,700,000.

Borrower: A to-be-formed single-asset entity affiliated with the Developer.

Developer: The Community Builders

Project: Creighton C will consist of a 57-unit property located at 3100 Nine Mile Road in Richmond, VA.

Construction Loan

Amount: Approximately \$13,670,000; subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.

Initial Term:	26 months.
Interest Rate:	The Construction Loan (including the principal amount of any advance after the initial advance) shall bear interest at a per annum interest rate equal to the one-month Term SOFR plus 225 basis points (the “Interest Rate”). Any one-month Term SOFR less than 1.0% shall be deemed to be 1.0%. The construction interest reserve will be calculated with a cushion determined by Lender.
Commitment Fee:	1% of the loan amount.
Extension Option:	One, conditional, six-month maturity extension(s).
Extension Fee:	0.25% of the sum of the loan balance and the amount remaining of the original commitment.
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	Full payment and completion guarantees and environmental indemnity by a guarantor or guarantors/indemnitor(s) satisfactory to JPMorgan Chase.
Developer Fee:	Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval.
Tax Credit Equity:	Approximately \$11,548,845, of which at least 10% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.
Subordinate Liens:	Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase.
Repayment:	Construction Loan will be repaid from equity funded up to and including conversion to the Permanent Loan and from the Permanent Loan.
Loan to Value:	Up to 80% including the value of the real estate and low income housing tax credits.
Contract Bonding:	100% Payment and Performance Bonds from “A” rated surety
<u>Permanent Loan</u>	
Amount:	\$3,700,000 subject to final underwriting.
Commitment Fee:	1.00% of the Permanent Loan amount payable at Construction Loan closing.

Interest Rate:	The interest rate for the Permanent Loan shall be locked at Construction Loan closing. The applicable interest rate shall be the 20-Year SOFR Swap Rate plus 225 bps. The 20-Year SOFR Swap Rate will be subject to a floor of 1.00%. Current indicative rate is 6.23%. The underwriting rate equals the indicative rate plus 100 bps.
Outside Conversion Date:	The Borrower must convert to the Permanent Loan on or before 32 months from Construction Loan closing. This “Outside Conversion Date” is the Construction Loan closing date advanced by the sum of (i) the number of months of the initial Construction Loan term and (ii) the maximum number of months available under the Extension Option.
Failure to Convert to the Permanent Loan:	In the event the Permanent Period does not commence for any reason or does not commence on or before the Outside Conversion Date, the Borrower shall pay Lender a break funding premium equal to the greater of 1.0% of the Permanent Loan commitment amount or yield maintenance.
Permanent Loan Term:	Measured from Construction Loan closing and equal to the sum of (i) the number of months to the Outside Conversion Date and (ii) 204 months (17 years).
Amortization:	30 years.
Collateral:	First mortgage; other typical pledges and assignments.
Guarantee:	After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.
Loan to Value:	Up to 85% of the stabilized rent-restricted value.
Conversion Requirements:	At least three consecutive calendar months of not less than: <ul style="list-style-type: none"> • 1.15x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment, and • 90% economic and physical occupancy. And the pro-forma forecast shows DSCR (based on annual revenue growth of 2% and annual expense growth of 3%) of not less than 1.00x in the Permanent Period. As applicable, commercial income and commercial tenants will be excluded from the DSCR and occupancy requirements.
Prepayment Terms:	Prepayment prior to three years before the Permanent Loan maturity date will be subject to a prepayment fee equal to the greater of 1% of the loan balance or yield maintenance. Thereafter, prepayment will be without premium.
Escrows/Reserves:	Bank controlled escrows required for property taxes, insurance, and replacement reserves. Replacement reserve of \$350/unit/year (or such

higher amount as required by any other party to the transaction) funded at conversion with 6-month initial deposit. An operating reserve equal to six months of operating expenses and debt service payments, to stay in place for the life of the loan, is required.

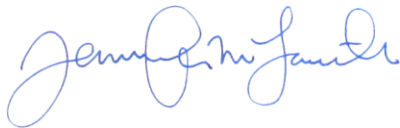
We appreciate the opportunity to discuss with you the possibility of providing construction and permanent financing for the proposed project. This letter of interest is for your information and use only, and is not to be shown to or relied upon by other parties. **Please note, credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to Construction Loan Closing.**

JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires May 2026, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. JPMorgan Chase Bank N.A. cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMORGAN CHASE BANK, N.A.



Jenny Fauth
Authorized Officer

Tab D:

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

LIHTC Developments Completed by The Community Builders, Inc Through March 2026

Mar-26

8609 Information	
Placed in Service Date	8609(s) Issue Date

Development Name	Location	Name of Ownership Entity	CGP or *Named Managing Member at the time of dev.?(Y/N)	Total Dev. units	Total Low Income	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N)
Cascade Village East-West	Akron, OH	Cascade Village East West LP	Y	65	65	3/6/2009	3/6/2009	
Cascade Village North	Akron, OH	Cascade Village North LP	Y	97	48	4/2/2008	3/20/2008	
Cascade Village South	Akron, OH	Cascade Village South LP	Y	80	51	5/27/2008	7/20/2009	
Aurora Revitalization	Auroral, IL	Aurora Revitalization Owner, LLC	Y	76	76	7/26/2019	5/6/2020	
Monument East	Baltimore, MD	Monument East Apartments, LLC	Y	170	170	10/24/2019	10/22/2020	
Marshall Gardens	Baltimore, MD	TCB Marshall Gardens Limited Partnership	Y	87	78	6/30/2021	9/16/2022	
City View at McCulloh	Baltimore, MD	TCB McCulloh Apartments, LLC	Y	350	350	12/31/2018	10/15/2019	
225 Centre	Boston, MA	225 Centre, LLC	Y	102	35	10/25/2013	4/8/2014	
250 Centre	Boston, MA	250 Centre Street Housing LLC	Y	110	41	8/24/2023	7/16/2024	
A.O Flats	Boston, MA	A.O. Flats, LLC	Y	78	40	12/18/2019	3/12/2021	
Back of the Hill	Boston, MA	Back of the Hill Apartments LP	Y	124	124	7/13/2007	8/13/2009	
Casa Maria Apartments	Boston, MA	Casa Maria Apartments LP	Y	84	82	2/14/2008	7/15/2009	
Charlesview Housing	Boston, MA	Charlesview Housing LP	Y	240	211	6/24/2013	8/25/2014	
Cheriton Grove	Boston, MA	Cheriton Grove LP	Y	60	60	4/7/2011	9/1/2012	
Cheriton Heights	Boston, MA	Cheriton Heights LP	Y	70	63	6/15/2013	9/15/2013	
Historic South End Apartments	Boston, MA	Historic South End LP	Y	146	146	11/25/2013	4/16/2015	
900 Morrissey	Boston, MA	Morrissey Boulevard 121A Limited Partnership	Y	99	99	12/1/2025	In process	
Amory Rehab	Boston, MA	New 125 Amory Street LLC	Y	211	211	12/28/2018	4/14/2022	
Chauncy House	Boston, MA	New Chauncy House LP	Y	88	87	9/24/2015	6/14/2017	
New Franklin Park	Boston, MA	New Franklin Park LP	Y	219	211	4/16/2010	12/20/2011	
The Clarion	Boston, MA	TCB Clarion LLC	Y	39	27	11/8/2019	10/21/2020	
3368 Washington Street	Boston, MA	Washington Pine LLC	Y	202	202	11/30/2024	In process	
Woodbourne Housing	Boston, MA	Woodbourne Housing LP	Y	74	72	4/14/2008	7/15/2009	
Mildred Hailey 1A	Boston, MA	Mildred Hailey 1A Limited Partnership	Y	100	100	12/15/2025	In process	
Mildred Hailey 1B	Boston, MA	Mildred Hailey 1B Limited Partnership	Y	123	93	12/15/2025	In process	
Park Haven	Bronx, NY	TCB Park Haven Limited Partnership	Y	178	178	8/20/2021	9/29/2023	
Mecklenberg Mill	Charlotte, NC	Merrick at the Square LLC	Y	48	48	12/31/2014	10/20/2016	
Lake Street Terrace	Chatham, MA	Lake Street Affordable Housing LP	Y	47	44	7/27/2006	9/25/2005	
4715 Western	Chicago, IL	4715 N Western Owner LLC	Y	63	63	1/15/2025	1/29/2026	
Shops and Lofts @ 47	Chicago, IL	Lofts 47 Phase I LP	Y	96	72	8/27/2014	7/28/2015	
Oakwood Shores 1B	Chicago, IL	Madden Wells Phase 1B Associates LP	Y	162	115	2/3/2006	9/25/2007	
508 Pershing	Chicago, IL	Oakwood Shores Pershing Apartments LLC	Y	53	36	4/28/2022	5/25/2023	
Oakwood Shores Phase 2A	Chicago, IL	Oakwood Shores Phase 2A Associates LP	Y	199	142	9/12/2008	8/25/2010	
Oakwood Shores Phase 2B(One)	Chicago, IL	Oakwood Shores Phase 2B(One) Associates LP	Y	75	55	1/11/2010	6/14/2011	
Oakwood Shores Phase 2D	Chicago, IL	Oakwood Shores Phase 2D LP	Y	66	44	5/15/2013	10/15/2014	
Oakwood Shores Senior Apartments	Chicago, IL	Oakwood Shores Senior Apartments LP	Y	75	75	7/26/2011	5/18/2012	
Oakwood Shores Terrace Apartments (2C)	Chicago, IL	Oakwood Shores Terrace Associates LP	Y	48	36	3/28/2013	6/19/2014	
Southbridge Phase 1A	Chicago, IL	Southbridge 4 Master Owner LLC	Y	103	51	12/9/2022	12/19/2023	
Southbridge Phase 1B	Chicago, IL	Southbridge 9 Master Owner LLC	Y	103	39	8/30/2022	9/14/2023	
Cornerstone	Chicago, IL	TCB Evans Langley, LLC	Y	59	52	11/10/2014	12/29/2016	
Lorington Apartments	Chicago, IL	TCB Lorington Apartments LP	Y	54	54	2/13/2007	8/1/2008	
Oakley Square	Chicago, IL	TCB St. Stephens LP	Y	247	221	1/6/2012	12/31/2014	
Pershing Apartments	Chicago, IL	Oakwood Shores 3-1 Owner LLC	Y	51	34	5/28/2024	2/25/2026	
Avondale Phase II	Cincinnati, OH	Avondale Housing II LP	Y	119	99	8/17/2015	7/20/2018	Y
Avondale Phase I	Cincinnati, OH	Avondale Housing LP	Y	81	81	8/26/2016	7/5/2017	
Avondale Town Center North	Cincinnati, OH	New Avondale Center LLC	Y	50	50	3/6/2019	1/13/2020	
Commodore Apartments	Cleveland, OH	1990 Ford Drive Owner, LLC	Y	198	144	12/30/2020	9/11/2023	
Woodhill Center East	Cleveland, OH	Woodhill Homes II LLC	Y	77	77	11/30/2024	In process	
Woodhill Station West	Cleveland, OH	Woodhill Homes LLC	Y	120	120	2/13/2024	1/16/2026	
Cohoes Falls	Cohoes, NY	Cohoes Falls LP	Y	66	66	1/1/2011	8/16/2013	
Erie Point	Cohoes, NY	Cohoes II LP	Y	40	40	7/15/2022	4/16/2024	
The Preserve on Ash I	Detroit, MI	The Preserve on Ash I Limited Dividend Housing Association LLC	Y	69	48	12/15/2025	In Process	
Northtown Village Senior	East Chicago, IN	Northtown Village Senior Apartments LP	Y	56	56	12/28/2012	1/30/2014	
Northtown Village Townhomes II	East Chicago, IN	Northtown Village Townhomes II LP	Y	50	50	4/18/2011	8/30/2012	Y
Northtown Village Townhomes	East Chicago, IN	Northtown Village Townhomes LP	Y	75	75	6/30/2009	8/30/2010	
Morgan Woods	Edgartown, MA	Pannyswise Path LP	Y	60	36	5/29/2007	9/19/2008	
North Street Senior	Elkton, MD	TCB North Street Senior, Inc.	Y	53	53	12/10/2013	4/12/2016	
Beach 21st	Far Rockaway, NY	Beach 21st Limited Partnership	Y	224	133	5/1/2022	In process	
New Central Grammar	Gloucester, MA	New Central Grammar Owner, LLC	Y	79	78	1/1/2013	1/28/2013	
Leyden Woods	Greenfield, MA	New Leyden Woods I Limited Partnership	Y	200	200	5/1/2017	4/11/2018	
Lyman Terrace Phase II	Holyoke, MA	Lyman Terrace Phase II, LLC	Y	76	76	6/1/2021	7/13/2022	
Lyman Terrace Phase I	Holyoke, MA	Lyman Terrace Phase I, LLC	Y	88	88	9/27/2018	8/21/2019	

Sherman Forest East (New Parkwoods I)	Indianapolis, IN	New Parkwoods I LP	Y	54	48	7/19/2005	2/9/2007	
New Bergenview	Jersey City, NJ	Bergenview Urban Renewal, LLC	Y	112	111	7/27/2022	10/10/2023	
Fairview Heights	Jersey City, NJ	Fairview Heights Urban Renewal LLC	Y	92	50	4/15/2024	In process	
Heritage Commons	Lawrence, MA	Camella Teoli Housing LP	Y	140	126	6/22/2010	5/30/2012	
Lincoln Woods	Lincoln, MA	New Lincoln Woods, LLC	Y	125	72	7/31/2015	7/18/2017	
New Mashpee Village	Mashpee, MA	New Mashpee Village Limited Partnership	Y	145	130	6/30/2014	2/26/2016	
Castlegate Green	Mt. Lebanon, PA	Castlegate Green LLC	Y	51	37	7/30/2024	In process	
Stirlingside	New Brunswick, NJ	Stirlingside Urban Renewal LLC	Y	53	53	7/30/2025	In process	
Lord Stirling Senior Housing	New Brunswick, NJ	TCB Lord Stirling Urban Renewal LP	Y	48	48	8/31/2006	10/6/2008	
New Kensington Square I	New Haven, CT	New Kensington I LP	Y	120	120	3/1/2016	3/27/2018	
Kensington Square II Recap	New Haven, CT	New Kensington II LP	Y	96	96	11/1/2025	In process	
West Village	New Haven, CT	West Village LP	Y	127	127	8/24/2012	2/26/2014	
Broad Creek V	Norfolk, VA	Broad Creek Preerse V LP	Y	50	50	7/28/2016	1/26/2018	
Broadcreek (Bowling Green IV)	Norfolk, VA	TCB Bowling Green IV LP	Y	50	50	9/16/2006	12/21/2006	
Broadcreek (Marshall Manor IV)	Norfolk, VA	TCB Marshall Manor IV LP	Y	38	38	9/16/2006	12/21/2006	
North Commons @ Village Hill	Northampton, MA	North Commons at Village Hill, LLC	Y	53	39	7/1/2021	10/26/2022	
Village at Hospital Hill II	Northampton, MA	Village at Hospital Hill II, LLC	Y	40	32	6/27/2006	9/12/2007	
Village At Hospital Hill	Northampton, MA	Village at Hospital Hill, LLC	Y	33	26	1/1/2006	9/18/2006	
801 Oak Park	Oak Park, IL	Oak Park I Housing Owner LLC	Y	37	36	6/18/2021	11/15/2021	
Nicetown Court II	Philadelphia, PA	Nicetown Court II Housing Partners, LP	Y	50	50			
						6/28/2013	10/30/2014	
East Liberty Place South	Pittsburgh, PA	East Libert South LP	Y	52	39	11/26/2014	12/27/2016	
East Liberty Place North	Pittsburgh, PA	East Liberty North LP	Y	54	38	4/30/2010	4/13/2011	
Penn Manor (Negley Phase IV)	Pittsburgh, PA	Negley Corner Limited Partnership Phase Four	Y	55	39	11/15/2006	12/27/2007	
Hillcrest Residences	Pittsburgh, PA	Hillcrest LP	Y	66	56	6/29/2017	4/5/2019	
Gladstone School	Pittsburgh, PA	Gladstone Residences LLC	Y	51	43	3/1/2025	In process	
Province Landing	Provincetown, MA	Province Landing LP	Y	50	41	6/1/2012	5/22/2013	
Church Hill Phase 2A	Richmond, VA	Church Hill North Phase 1B LLC	Y	70	70	11/20/2020	6/14/2021	
Church Hill Phase 1B	Richmond, VA	Church Hill North Phase 2A LLC	Y	45	45	12/31/2019	7/28/2020	
Church Hill Phase 2B	Richmond, VA	Church Hill North Phase 2B LLC	Y	45	45	5/6/2022	7/6/2023	
Church Hill Phase 1A	Richmond, VA	Church Hill North Phase I LLC	Y	60	50	3/20/2020	3/16/2021	
Creighton A	Richmond, VA	Creighton Phase A LLC	Y	68	68	7/15/2025	In process	
Creighton B	Richmond, VA	Creighton Phase B LLC	Y	72	72	11/1/2025	In process	
Hillside View	Schenectady, NY	Craig Street LP	Y	58	58	5/31/2018	8/23/2019	
Hillside Crossing	Schenectady, NY	Hamilton Hill II LP	Y	85	85	5/28/2021	9/1/2022	
Pilot Grove II	Stow, MA	Pilot Grove Apartments II, LLC	Y	30	30	6/27/2014	3/25/2015	
Northside Terraces	Torrington, CT	Northside Terraces LLC	Y	92	92	2/2/2026	In process	
Monument Square I	Troy, NY	Monument Square I LP	Y	89	89	10/9/2011	6/27/2014	
Tapestry on the Hudson	Troy, NY	599 River Street LP	Y	67	61	3/31/2017	2/20/2019	
Thornwood Apartments	University Park, IL	University Park Apartments Limited Partnership	Y	183	183			
						11/30/2011	3/29/2012	
New Park West	Vernon, CT	New Park West LP	Y	189	159	5/23/2014	9/23/2016	
New Depot Crossing	Wareham, MA	New Depot Crossing Limited Partnership	Y	32	32	4/26/2011	6/13/2013	
Beacon Center	Washington, DC	Beacon Center Housing, LLC	Y	99	99	11/29/2018	2/4/2020	
Matthews Memorial Terrace	Washington, DC	Matthews Memorial Terrace LP	Y	99	99	12/29/2011	4/19/2013	
Park Morton Phase 1	Washington, DC	Park Morton I Community Partners LLC	Y	142	142	8/15/2025	In process	
Fairlawn Marshall Housing	Washington, DC	TCB Fairlawn/Marshall Housing LP	Y	98	98	3/31/2009	8/30/2010	
Noquochoke Village	Westport, MA	Noquochoke Village, LLC	Y	50	45	4/30/2019	12/4/2019	
Aurora Redevelopment	Worcester, MA	Aurora Redevelopment LLC	Y	85	85	9/15/2025	In process	
Loomworks I	Worcester, MA	Loomworks I LP	Y	39	39	7/15/2015	2/1/2016	
Loomworks II	Worcester, MA	Loomworks II LP	Y	55	55	8/11/2015	2/25/2016	
Merrick at the Square	Worcester, MA	Merrick at the Square LLC	Y	49	49	10/30/2025	In process	
Sever Street	Worcester, MA	Sever Street Development LLC	Y	134	120	11/18/2017	4/17/2020	
172 Warburton at the Ridgeway	Yonkers, NY	170-174 Warburton LP	Y	85	65	6/30/2021	8/19/2022	
178 Warburton at the Ridgeway	Yonkers, NY	178 Warburton LP	Y	81	71	12/5/2022	3/4/2024	
188 Warburton	Yonkers, NY	188 Warburton LP	Y	51	51	2/29/2016	1/12/2017	
Schoolhouse Terrace	Yonkers, NY	PS6 LP	Y	120	120	6/1/2015	4/8/2016	
Villas at the Ridgeway	Yonkers, NY	CPG Phase III Limited Partnership	Y	70	60	12/31/2019	5/13/2020	
Lawrence Methuen I	Lawrence, MA	TCB LM1 Limited Partnership	Y	35	35	1/11/2002	10/8/2003	
Lawrence Methuen II	Lawrence, MA	TCB LM2 Limited Partnership	Y	22	22	8/14/2003	6/16/2005	
Perry Street	Lowell, MA	TCB Perry Street Limited Partnership	Y	17	17	11/14/1997	1/8/1999	
Corky Row	Fall River, MA	TCB Corky Row I Limited Partnership	Y	27	27	1/30/2004	6/16/2005	
Niagara Court	Fall River, MA	TCB Niagara Limited Partnership	Y	40	40	12/1/2002	8/31/2004	
Historic Mansion	Albany, NY	Historic Mansion Limited Partnership	Y	39	39	8/29/2003	11/30/2006	
Parkside View	Schenectady, NY	Parkside View Limited Partnership	Y	40	40	8/12/2004	8/2/2005	
New Parkwoods II	Indianapolis, IN	New Parkwoods II Limited Partnership	Y	76	64	9/25/2007	7/9/2009	
New Parkwoods III	Indianapolis, IN	New Parkwoods III Limited Partnership	Y	60	52	6/27/2006	9/12/2007	
New Parkwoods IV	Indianapolis, IN	New Parkwoods IV Limited Partnership	Y	64	56	11/21/2006	1/5/2009	

Tab E:

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

OPTION TO ACQUIRE A LEASEHOLD INTEREST

This Option to Acquire a Leasehold Interest (the "Option Agreement") is made and entered into as of March 11, 2026 (the "Effective Date"), by and between the Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia ("Optionor") and Creighton Phase C LLC, a Virginia limited liability company ("Optionee").

WHEREAS, Optionor is the owner of certain real property located in the City of Richmond, Virginia and more particularly described on the attached Exhibit A ("Property"), and wishes to grant Optionee an option to acquire the Property by ground lease; and

WHEREAS, Optionee wishes to accept the option to acquire the Property by ground lease on the terms and conditions stated below; and

WHEREAS, the parties agree that the Property shall be used to construct and develop affordable housing (the "Project") that will be financed, in part, with an allocation of low income housing tax credits from the Virginia Housing Development Authority;

NOW, THEREFORE, in consideration of the premises contained in this Option Agreement, the parties agree as follows:

1. **Grant of Option.** In consideration of Optionee's undertaking of the Project, the sufficiency of such consideration being hereby acknowledged, Optionor hereby grants to Optionee the exclusive right and option to acquire the Property by ground lease from Optionor ("Option") for a period commencing on the Effective Date and continuing until the first anniversary of the Effective Date ("Expiration Date").
2. **Exercise of Option.** Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Expiration Date. The Option and the rights of Optionee shall automatically terminate without notice if Optionee does not exercise the Option in accordance with the terms herein on before the Expiration Date. If Optionee exercises the Option, Optionor and Optionee shall mutually agree upon the form of the lease by which the Property shall be ground leased by Optionor to Optionee, including the rent payable by Optionee to Optionor pursuant to such lease.
3. **Notices.** All notices provided for in this Option shall be in writing and shall be delivered by hand or sent by certified mail, postage prepaid and return receipt requested, or a nationally recognized overnight delivery service. Notice will be deemed to have been received by the party to whom it is sent, if hand delivered, upon delivery, if mailed, three (3) business days after deposit with the U.S. Postal Service, and if overnight delivery, upon delivery. The addresses to which notices to each party shall be sent are as follows:

If to Optionor: Richmond Redevelopment and Housing Authority
600 East Broad Street, 4th Floor
Richmond, VA 23219
Attn: Chief Executive Officer

With a copy to: Edmund Pittman, Esq.
McGuire Woods LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219

It to Optionee: Creighton Phase C LLC
c/o The Community Builders, Inc.
185 Dartmouth Street, Suite 900
Boston, MA 02116
Attn: Director of Development

With a copy to: Nixon Peabody LLP
799 9th Street NW, Suite 500
Washington, DC 20001
Attn: Dara Newman Histed

With a copy to: The Community Builders, Inc.
185 Dartmouth Street, Suite 900
Boston, MA 02116
Attn: General Counsel

4. **Binding Effect.** This Option Agreement will be binding upon and inure only to the benefit of the parties hereto.

5. **Miscellaneous.** This Option Agreement shall be governed by, construed, and enforced in accordance with the substantive, and not the conflict, laws of the Commonwealth of Virginia. This Option Agreement shall be fully binding on and enforceable against the parties hereto and their respective, successors and assigns. Time is of the essence with respect to this Option Agreement. If any part of any provision of this Option Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provisions or the remaining provisions of this Option Agreement. This Option Agreement may be executed in one or more counterparts, each of which, for all purposes, is deemed to be an original and all of which constitute the same instrument. The signature of any party to any counterpart is deemed to be a signature to, and may be appended to, any other counterpart. This Option Agreement may be executed and accepted by facsimile or portable data file (PDF) signature delivered by electronic transmission, and said electronic copy shall have the same force and effect as any originally


signed document delivered in person (the parties agreeing to deliver an original to the other at a later date).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has signed this Option Agreement as of the date first written above.

Optionor:

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY,
a political subdivision of the Commonwealth of Virginia


By: 

Steven B. Nesmith
Chief Executive Officer

Optionee:

CREIGHTON PHASE C LLC,
a Virginia limited liability company

By: Creighton Phase C MM LLC
a Virginia limited liability company,
its Managing Member

By: 

Name: Elizabeth (Beth) Kennan

Title: Authorized Agent

EXHIBIT A
Legal Description

[TO BE ADDED]

Legal Description:

All that certain piece or parcel of land, and all appurtenances thereto belonging, lying and being in the City of Richmond, Virginia being more particularly described as follows: Beginning at a point, said point having a City of Richmond NAD83 (2011) South Zone coordinate value of N= 3,723,308.86, E=11,802,829.69; thence S58d07'19"W, a distance of 158.91 feet; thence, along a tangent curve to the right having a radius of 994.93 feet, an arc length of 137.46 feet, a tangent length of 68.84 feet, a central angle of 7d54'59", and a chord bearing distance of S62d04'48"W, 137.36 feet; thence, N29d36'26"W, a distance of 202.56 feet; thence, S60d23'34"W, a distance of 176.87 feet; thence, along a tangent curve to the left having a radius of 35.00 feet, an arc length of 989.03', an arc length of 44.43 feet, a tangent length of 25.78 feet, a central angle of 72d44'20", and a chord bearing distance of N83d14'16"W, 41.51 feet; thence, N60d23'34E, a distance of 85.78 feet; thence, S29d36'26"E, a distance of 229.43 feet. Described parcel contains 1.416 acres, more or less.

PIN: E0000955012

PID: 83551

As of: 3/5/2026 10:19:00 PM

City of Richmond, VA Report

Property Owner	
Name:	RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
Mailing Address:	600 E BROAD ST 4TH FL RICHMOND, VA 23219
Parcel Use:	R Multi-Family Vacant(R43&R48)
Neighborhood:	504

Property Information

Property Address: 2101 Creighton Road
2233 Walcott Pl
2085 Creighton Road
2206 Walcott Pl
2083 Creighton Road
2201 Walcott Pl
2077 Creighton Road
2241 Walcott Pl
2131 Creighton Road
2211 Creighton Road
2203 Creighton Road
2155 Creighton Road
2067 Creighton Road
2093 Creighton Road
2209 Walcott Pl
2218 Walcott Pl
2224 Walcott Pl
2212 Walcott Pl
2113 Creighton Road
2202 Walcott Pl
2217 Creighton Road
2087 Creighton Road
2147 Creighton Road
2161 Creighton Road
2133 Creighton Road
2065 Creighton Road
2149 Creighton Road
2105 Creighton Road
2063 Creighton Road
2079 Creighton Road
2213 Walcott Pl
2208 Walcott Pl
2228 Walcott Pl
2226 Walcott Pl
2231 Walcott Pl
2115 Creighton Road
2139 Creighton Road
2137 Creighton Road
2223 Creighton Road
2219 Walcott Pl
2211 Walcott Pl
2095 Creighton Road
2229 Walcott Pl
2210 Walcott Pl
2217 Walcott Pl
2247 Walcott Pl
2237 Walcott Pl
2159 Creighton Road
2221 Creighton Road
2232 Walcott Pl
2227 Walcott Pl
2204 Walcott Pl
2061 Creighton Road
2141 Creighton Road
2205 Walcott Pl

2220 Walcott Pl
2135 Creighton Road
2215 Walcott Pl
2075 Creighton Road
2071 Creighton Road
2089 Creighton Road
2073 Creighton Road
2119 Creighton Road
2230 Walcott Pl
2245 Walcott Pl
2125 Creighton Road
2101 A Creighton Road
2107 Creighton Road
2235 Walcott Pl
2223 Walcott Pl
2225 Walcott Pl
2145 Creighton Road
2207 Creighton Road
2117 Creighton Road
2123 Creighton Road
2109 Creighton Road
2201 Creighton Road
2103 Creighton Road
2243 Walcott Pl
2239 Walcott Pl
2127 Creighton Road
2157 Creighton Road
2200 Walcott Pl
2129 Creighton Road
2221 Walcott Pl
2222 Walcott Pl
2069 Creighton Road
2205 Creighton Road
2207 Walcott Pl
2111 Creighton Road
2215 Creighton Road
2219 Creighton Road
2216 Walcott Pl
2151 Creighton Road
2203 Walcott Pl
2209 Creighton Road
2091 Creighton Road
2234 Walcott Pl
2081 Creighton Road
2213 Creighton Road
2143 Creighton Road
2121 Creighton Road
2214 Walcott Pl
2153 Creighton Road

PIN E0000955012

Size: 14.811 Acres, 645169.000 Square Feet

Property Description: CREIGHTON COURT REDEVELOPMENT S1 RA2

Additional Information

Exempt Code

Richmond Redevelopment & Housing Auth

Current Assessment

Year	Land	Improvements	Total
2026	\$3,871,000	\$0	\$3,871,000

Deed Transfers

Recordation Date	Book	Page	Deed Type	Consideration	Grantee
1/1/1776	0	0	N/A	\$0	RICHMOND REDEVELOPMENT AND

Assessment History

Year	Land	Improvements	Total
2025	\$3,871,000	\$0	\$3,871,000
2024	\$3,871,000	\$0	\$3,871,000

Map



Land Value calculation for Creighton Phase C

Total land area of parcels identified = 14.811 Acres (PIN E0000955012)

Total Assessed Value for Parcels identified= \$3,871,000

Creighton Phase C Total land area= 1.416 Acres

Project area/Total Area= 1.416 Acre/ 14.811 Acre= 0.096

Percent of total= 0.096* \$3,871,000= \$371,616

Creighton Phase C estimated land Assessment= \$371,616

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*****

Stacey Smith <small>Signed by Stacey Smith Reason: I am the author of this document Date: 2026-03-05 08:23:52 GMT-5 PDFgear 2.21</small>	Stacey Smith	3-5-2026
RESNET Rater Signature	Printed Name	Date
Building Performance Solutions, LLC	John A. Hensley	
RESNET Provider Agency	Provider Contact Name	
	admin@bpsprovider.com	(877) 831-5061
Contact Signature	Email	Phone
Creighton Phase C		
Development Name		

RESNET HOME ENERGY RATING

Standard Disclosure

For home(s) located at: **3100 Newbourne Street, Richmond, VA**

Check the applicable disclosure(s):

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

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

The Rater or the Rater's employer is:

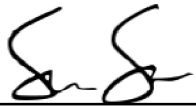
- A. The seller of this home or their agent
 B. The mortgagor for some portion of the financed payments on this home
 C. An employee, contractor, or consultant of the electric and/or natural gas utility serving this home

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

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

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

Name: Stacey Smith
Organization: LinkedEfficiency

Signature: 
Digitally signed: 3/6/26 at 7:14 PM

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

<https://standards.resnet.us>

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

RESNET Form 03001-2 - Amended March 20, 2017

Preliminary Energy Modeling Results

TCB will be construction a new multifamily project in Richmond, VA. The project team for the Creighton Phase C project has engaged LinkedEfficiency to provide an initial review of the project’s ability to meet Virginia Housing’s LIHTC energy efficiency requirements, as well those for EarthCraft Gold or Enterprise Green Communities certification. Additionally, targets for the Zero Energy Ready Homes (now called the Efficient New Homes program) were assessed.

As part of that service, LinkedEfficiency has done preliminary energy modeling to determine if the established energy efficiency thresholds can be met with the current planned scope and, if not, propose changes that will assist with meeting them.

Virginia Housing requires that new construction projects meet the ENERGY STAR Target HERS index, which is a variable target. Enterprise Green Communities and EarthCraft Gold require meeting the same threshold.

Following RESNET protocols, the thirteen unit types were condensed into four representative worst-case unit groups. Version 1.2 of ENERGY STAR (ESMFNC) and ZERH MF v2 were the program versions assessed. The table summarizes the HERS Index for each modeled unit type and the required ESMFNC and ZERH targets. The initial specifications were updated in order to bring all unit types into compliance with both programs.

Unit Type	Quantity	HERS	Energy Star Target	ZERH Target
1 BD-2 UD/UFAS/A	9	48	49	48
2 BD-2 TYPE B	36	46	48	46
3 BD-1 Type B	9	47	49	47
3 BD-2 UD	3	47	50	48

The inputs used in the models are as follows.

Building Envelope

- Ground floor units: R-15 slab edge insulation to a 2' depth.
- Top floor units: R-49 grade I blown in insulation
- Exterior Walls: 2x6 wood framing 16 o.c. with R-20 Grade II cavity insulation and R-3 continuous exterior insulation.
- Stair/Elevator Walls: CMU with 2x6 wood framing 16 o.c. with R-19 Grade I cavity insulation.
- Windows: U-value of .24, SHGC of .21.
- Exterior Glazed Doors: U-value of .24, SHGC of .21.

Mechanicals

- HVAC: 1.5 ton 16.2 SEER2, 9.8 HSPF2
- Total duct leakage: 6%
- Duct leakage to outside: 4%
- All ductwork within conditioned space with R-6 insulation
- Fresh air supply ventilation: ERV with rates set to meet ASHRAE 62.2-2010 (Panasonic FV-06VE1 as BOD)
- Dehumidifier: MD33
- Programmable thermostat
- Water Heater: 50 gallon, .92 UEF in 3 bedroom, 40 gallon .93 UEF in others

Lights and Appliances

- 100% LED lighting
- Low flow water fixtures
- 100% of hot water pipes insulated to R-3
- No ceiling fans
- Refrigerator: 650 kwh/year for 1 and 2 bedrooms, and 691 kwh/year for 3 bedrooms
- ENERGY STAR dishwasher
- Electric dryer with a CEF of 3.73
- ENERGY STAR washer

Infiltration

- .3 cfm50/sfbc

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2026-03-06

Registry ID:

Ekotrope ID: 26bGkGn2

HERS® Index Score:

47

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,069

*Relative to an average U.S. home

Home:

3100 Newbourne Street
Richmond, VA 23223

Builder:

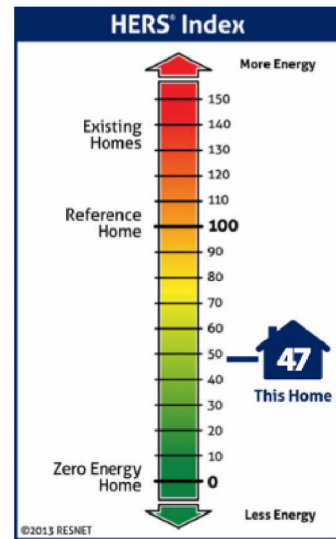
TCB

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	1.4	\$64
Cooling	1.2	\$53
Hot Water	3.9	\$175
Lights/Appliances	10.2	\$462
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	16.7	\$845

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	Creighton Phase C
Conditioned Floor Area:	728 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.41 ACH50)
Ventilation:	25 CFM • 13 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.55 / 100 ft ²)
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-1
Window Type:	U-Value: 0.24, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: LinkedEfficiency

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

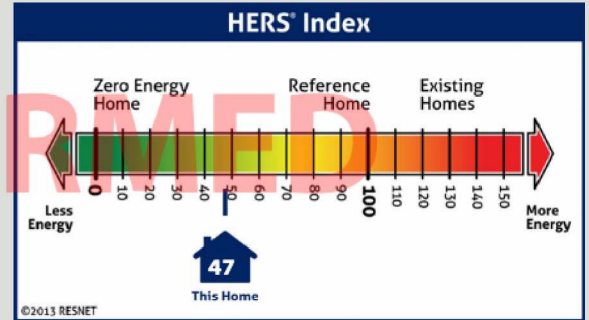
Stacey Smith, Certified Energy Rater
Digitally signed: 3/6/26 at 7:17 PM





ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: TCB
Permit Date/Number:
Home/Unit Address: 3100 Newbourne Street, Richmond, VA
 23223
Rating Company: LinkedEfficiency (Submit to BPS)
Rater ID Number: 2279319
Rating Date: 2026-03-06
Oversight By: RESNET
Program/Version Number: Multifamily V1.2



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-1 **Floor:** N/A
Wall: R-23 **Slab:** R-15

Primary Window Efficiency:

U-Value: 0.24 **SHGC:** 0.21

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
6 CFM @ 25Pa (Post-Construction) **4 CFM @ 25Pa (0.55 / 100 ft²)**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 9.8 HSPF2

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 16.2 SEER2

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.

U.S. DEPARTMENT OF ENERGY
Certified Efficient New Home



SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT
of **ENERGY**

UNCONFIRMED

ADDRESS

3100 Newbourne Street, Richmond, VA 23223

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

TCB

PARTNER ID

0000

ENERGY RATING COMPANY

LinkedEfficiency

RATER OF RECORD

Stacey Smith

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

2026-03-06

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.2.2.3815

	UNIT'S ERI SCORE <small>(WITHOUT ONSITE POWER PRODUCTION)</small>	UNIT'S ERI SCORE <small>(INCLUDING ONSITE POWER PRODUCTION)</small>	TARGET ERI SCORE
SCORES	47	N/A	47

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2026-03-06

Registry ID:

Ekotrope ID: vyzb8b52

HERS® Index Score:

46

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,650

*Relative to an average U.S. home

Home:

3100 Newbourne Street
Richmond, VA 23223

Builder:

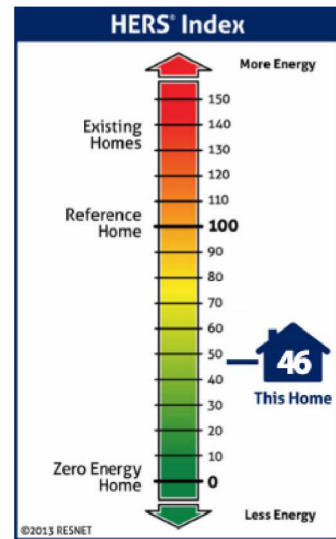
TCB

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.0	\$136
Cooling	3.4	\$154
Hot Water	5.3	\$242
Lights/Appliances	12.8	\$578
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.5	\$1,201

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Creighton Phase C
Conditioned Floor Area:	1,155 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.10 ACH50)
Ventilation:	38 CFM • 19 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.35 / 100 ft ²)
Above Grade Walls:	R-23
Ceiling:	Vented Attic, R-49
Window Type:	U-Value: 0.24, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: LinkedEfficiency

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

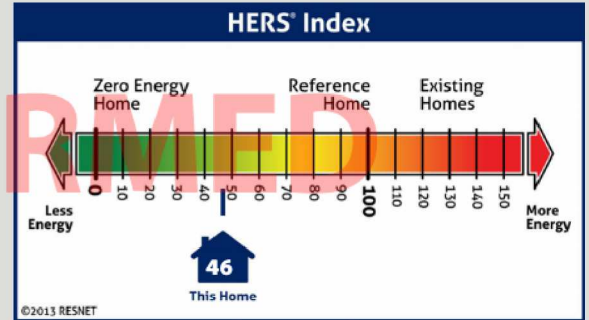
Stacey Smith, Certified Energy Rater
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ENERGY STAR[®] CERTIFIED NEW CONSTRUCTION

Builder/Developer: TCB
Permit Date/Number:
Home/Unit Address: 3100 Newbourne Street, Richmond, VA
 23223
Rating Company: LinkedEfficiency (Submit to BPS)
Rater ID Number: 2279319
Rating Date: 2026-03-06
Oversight By: RESNET
Program/Version Number: Multifamily V1.2



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-49 **Floor:** R-13
Wall: R-23 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.24 **SHGC:** 0.21

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
6 CFM @ 25Pa (Post-Construction) **4 CFM @ 25Pa (0.35 / 100 ft²)**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 9.8 HSPF2

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 16.2 SEER2

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.93 UEF

About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.

U.S. DEPARTMENT OF ENERGY
Certified Efficient New Home



SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT
of **ENERGY**

UNCONFIRMED

ADDRESS

3100 Newbourne Street, Richmond, VA 23223

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

TCB

PARTNER ID

0000

ENERGY RATING COMPANY

LinkedEfficiency

RATER OF RECORD

Stacey Smith

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

2026-03-06

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.2.2.3815

	UNIT'S ERI SCORE <small>(WITHOUT ONSITE POWER PRODUCTION)</small>	UNIT'S ERI SCORE <small>(INCLUDING ONSITE POWER PRODUCTION)</small>	TARGET ERI SCORE
SCORES	46	N/A	46

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2026-03-06

Registry ID:

Ekotrope ID: LKBZ4Zk2

HERS® Index Score:

47

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,882

*Relative to an average U.S. home

Home:

3100 Newbourne Street
Richmond, VA 23223

Builder:

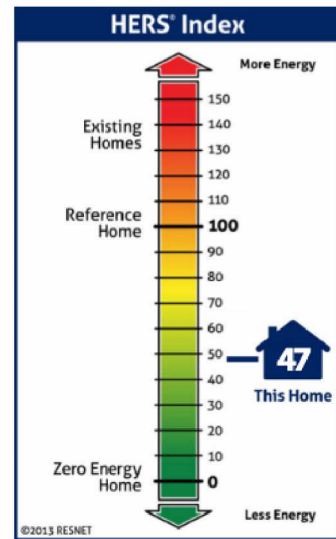
TCB

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.0	\$137
Cooling	2.1	\$94
Hot Water	7.5	\$338
Lights/Appliances	16.1	\$730
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	28.7	\$1,390

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Creighton Phase C
Conditioned Floor Area:	1,511 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.34 ACH50)
Ventilation:	49 CFM • 27 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.26 / 100 ft ²)
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-1
Window Type:	U-Value: 0.24, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	N/A

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: LinkedEfficiency

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

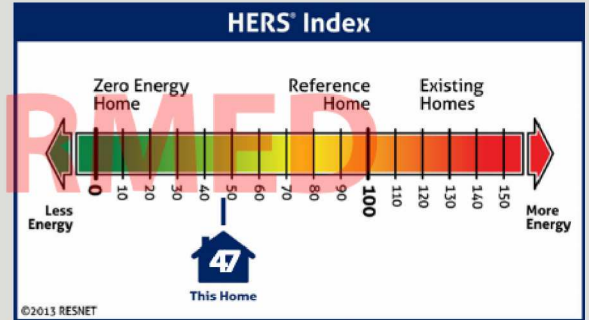
Stacey Smith, Certified Energy Rater
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ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: TCB
Permit Date/Number:
Home/Unit Address: 3100 Newbourne Street, Richmond, VA
 23223
Rating Company: LinkedEfficiency (Submit to BPS)
Rater ID Number: 2279319
Rating Date: 2026-03-06
Oversight By: RESNET
Program/Version Number: Multifamily V1.2



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-1 **Floor:** N/A
Wall: R-23 **Slab:** R-15

Primary Window Efficiency:

U-Value: 0.24 **SHGC:** 0.21

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
6 CFM @ 25Pa (Post-Construction) **4 CFM @ 25Pa (0.26 / 100 ft²)**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 9.8 HSPF2

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 16.2 SEER2

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.92 UEF

About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.

U.S. DEPARTMENT OF ENERGY
Certified Efficient New Home



SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT
of **ENERGY**

UNCONFIRMED

ADDRESS

3100 Newbourne Street, Richmond, VA 23223

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

TCB

PARTNER ID

0000

ENERGY RATING COMPANY

LinkedEfficiency

RATER OF RECORD

Stacey Smith

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

2026-03-06

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.2.2.3815

	UNIT'S ERI SCORE <small>(WITHOUT ONSITE POWER PRODUCTION)</small>	UNIT'S ERI SCORE <small>(INCLUDING ONSITE POWER PRODUCTION)</small>	TARGET ERI SCORE
SCORES	47	N/A	48

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2026-03-06

Registry ID:

Ekotrope ID: vQaqKqVv

HERS® Index Score:

47

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit www.hersindex.com

Annual Savings

\$1,913

*Relative to an average U.S. home

Home:

3100 Newbourne Street
Richmond, VA 23223

Builder:

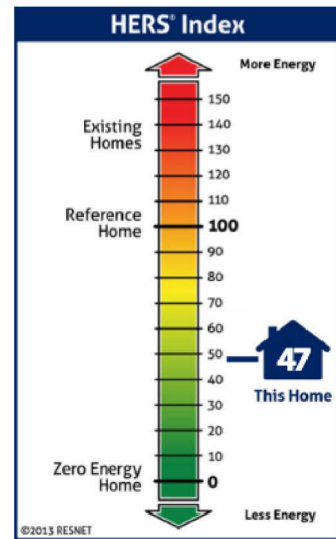
TCB

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.5	\$156
Cooling	3.6	\$165
Hot Water	7.1	\$323
Lights/Appliances	15.0	\$678
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	29.2	\$1,413

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.2
ENERGY STAR MF v1.1
ENERGY STAR MF v1.0



Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	Creighton Phase C
Conditioned Floor Area:	1,391 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 16.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 3.11 ACH50)
Ventilation:	49 CFM • 27 Watts • ERV
Duct Leakage to Outside:	4 CFM @ 25Pa (0.29 / 100 ft ²)
Above Grade Walls:	R-23
Ceiling:	Vented Attic, R-49
Window Type:	U-Value: 0.24, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	R-13

Rating Completed by:

Energy Rater: Stacey Smith
RESNET ID: 2279319

Rating Company: LinkedEfficiency

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

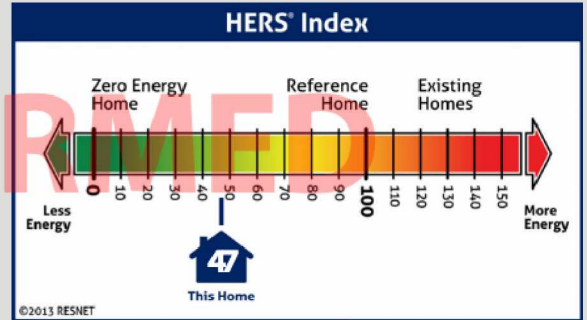

Stacey Smith, Certified Energy Rater
Digitally signed: 3/6/26 at 7:17 PM





ENERGY STAR® CERTIFIED NEW CONSTRUCTION

Builder/Developer: TCB
Permit Date/Number:
Home/Unit Address: 3100 Newbourne Street, Richmond, VA
 23223
Rating Company: LinkedEfficiency (Submit to BPS)
Rater ID Number: 2279319
Rating Date: 2026-03-06
Oversight By: RESNET
Program/Version Number: Multifamily V1.2



This value is not intended to be used for code compliance.

Standard Features of ENERGY STAR Certified New Homes and Apartments

Your ENERGY STAR certified new home or apartment has been designed, constructed, and independently verified to meet rigorous requirements for energy efficiency set by the U.S. Environmental Protection Agency (EPA), including:

Thermal Enclosure System

A complete thermal enclosure system that includes comprehensive air sealing, quality-installed insulation, and high-performing windows to deliver improved comfort and lower utility bills.



Air Infiltration Test: 0.3 CFM50 / s.f. Shell Area

Primary Insulation Levels:

Ceiling: R-49 **Floor:** R-13
Wall: R-23 **Slab:** N/A

Primary Window Efficiency:

U-Value: 0.24 **SHGC:** 0.21

Water Management System

A comprehensive water management system to protect roofs, walls, and foundations.



Flashing, a drainage plane, and site grading to move water from the roof to the ground and then away from the home or building.

Water-resistant materials on below-grade walls and underneath slabs to reduce the potential for water entering the home or building.

Management of moisture levels in building materials during construction.

Heating, Cooling, and Ventilation System

A high-efficiency heating, cooling, and ventilation system that is designed and installed for optimal performance.



Total Duct Leakage: **Duct Leakage to Outdoors:**
6 CFM @ 25Pa (Post-Construction) **4 CFM @ 25Pa (0.29 / 100 ft²)**

Primary Heating (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 9.8 HSPF2

Primary Cooling (System Type • Fuel Type • Efficiency):

Air Source Heat Pump • Electric • 16.2 SEER2

Whole-House Ventilation Type (System Type):

Balanced

Energy Efficient Lighting and Appliances

Energy efficient products to help reduce utility bills, while providing high-quality performance.



Energy Efficient Lighting: 100%

ENERGY STAR Certified Appliances and Fans:

Refrigerators: 0 **Dishwashers:** 0
Ceiling Fans: 0 **Exhaust Fans:** 0

Primary Water Heater (System Type • Fuel Type • Efficiency):

Residential Water Heater • Electric • 0.92 UEF

About this certificate

The certificate provides a summary of the major energy efficiency and other construction features that contribute to this home or apartment earning the ENERGY STAR, as determined through independent inspection and verification performed by a trained professional. The Energy Rating Index or HERS index for this home, if reported, is calculated in accordance with ANSI/RESNET/ICC Standard 301, with any exceptions

approved by EPA. Because the version of Standard 301 used to calculate this index may not align with the version referenced by code, this value is not intended to be used to demonstrate compliance with code. Note that when a home or apartment contains multiple performance levels for a particular feature (e.g., window efficiency or insulation levels), the predominant value is shown. Also, homes and apartments may be certified

to earn the ENERGY STAR using a sampling protocol, whereby one home or apartment is randomly selected from a set for representative inspections and testing. In such cases, the features found in each home or apartment within the set are intended to meet or exceed the values presented on this certificate. The actual values for your home or apartment may differ, but offer equivalent or better performance.

U.S. DEPARTMENT OF ENERGY
Certified Efficient New Home



SPECIFICATION

Multifamily Version 2

U.S. DEPARTMENT
of **ENERGY**

UNCONFIRMED

ADDRESS

3100 Newbourne Street, Richmond, VA 23223

CERTIFICATION ID NUMBER (OPTIONAL ENTRY)

BUILDER OR DEVELOPER OF RECORD

TCB

PARTNER ID

0000

ENERGY RATING COMPANY

LinkedEfficiency

RATER OF RECORD

Stacey Smith

CERTIFIED UNDER DOE-RECOGNIZED HCO

RESNET

DATE UNIT CERTIFIED

2026-03-06

SOFTWARE USED TO CALCULATE ENERGY RATING INDEX (ERI) SCORE

Ekotrope RATER - Version 5.2.2.3815

	UNIT'S ERI SCORE <small>(WITHOUT ONSITE POWER PRODUCTION)</small>	UNIT'S ERI SCORE <small>(INCLUDING ONSITE POWER PRODUCTION)</small>	TARGET ERI SCORE
SCORES	47	N/A	48

Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

DATE: March 9, 2026

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

RE: ZONING CERTIFICATION

Name of Development: Creighton Phase C
Name of Owner/Applicant: Creighton Phase C LLC
Name of Seller/Current Owner: Richmond Redevelopment & Housing Authority

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:

3100 Newbourne Street, Richmond, VA 23223.

Leal Description:

All that certain piece or parcel of land, and all appurtenances thereto belonging, lying and being in the City of Richmond, Virginia being more particularly described as follows: Beginning at a point, said point having a City of Richmond NAD83 (2011) South Zone coordinate value of N= 3,723,308.86, E=11,802,829.69; thence S58d07'19"W, a distance of 158.91 feet; thence, along a tangent curve to the right having a radius of 994.93 feet, an arc length of 137.46 feet, a tangent length of 68.84 feet, a central angle of 7d54'59", and a chord bearing distance of S62d04'48"W, 137.36 feet; thence, N29d36'26"W, a distance of 202.56 feet; thence, S60d23'34"W, a distance of 176.87 feet; thence, along a tangent curve to the left having a radius of 35.00 feet, an arc length of 989.03', an arc length of 44.43 feet, a tangent length of 25.78 feet, a central angle of 72d44'20", and a chord bearing distance of N83d14'16"W, 41.51 feet; thence, N60d23'34E, a distance of 85.78 feet; thence, S29d36'26"E, a distance of 229.43 feet. Described parcel contains 1.416 acres, more or less.

Proposed Improvements:

Construction

New Construction:	# Units	<u>57</u>	# Buildings	<u>1</u>	Total Floor Area	<u>79,230.90</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: CUP No. 2021-182 allowing a density of see below units per acre, and the following other applicable conditions: The ordinance stipulates a 700 dwelling unit maximum for the entire Creighton site and does not prescribe units per acre.

Other Descriptive Information:

Creighton Phase C is a part of the redevelopment of Creighton Court. This is a multi-phase redevelopment.

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.



SCG

Digitally signed by Sam Castonguay
DN: E=Sam.Castonguay@firmmons.com,
CN=Sam Castonguay
Date: 2026.03.09 17:31:56-0400'

Signature

Sam Castonguay, PE

Printed Name

Senior Project Manager

Title of Local Official or Civil Engineer

(804) 200-6489

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.

Tab H:

Attorney's Opinion (MANDATORY)



Nixon Peabody LLP
799 9th Street NW
Suite 500
Washington, DC 20001-5327
T / 202.585.8000

Attorneys at Law
nixonpeabody.com
[@NixonPeabodyLLP](https://twitter.com/NixonPeabodyLLP)

Date March 12, 2026
To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220
RE: 2026 9% Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Creighton Phase C
Name of Owner: Creighton Phase C 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 12, 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.
7. 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. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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

This opinion is rendered solely for the purpose of inducing the Virginia Housing

Development Authority (“Virginia Housing”) to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

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

Very truly yours,

Nixon Peabody LLP

Nixon Peabody LLP

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	Elizabeth Kennan	Authorized Signatory and Director of Development
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Attorney's Opinion Letter

(Add) ~~(This Form Must Be Included With Application)~~



~~This Opinion Must Be Submitted Under Law Firm's Letterhead - Any changes to the form of opinion other than filing in blanks or making the appropriate selections in bracketed language must be accompanied by a black-lined version indicating all additional changes to the opinion. Altered opinions will still be subject to acceptance by the Authority.~~

Nixon Peabody LLP
799 9th Street NW
Suite 500
Washington, DC 20001-5327
T / 202.585.8000

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

Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

Date March 12, 2026

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: ~~20~~2026 9% Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Creighton Phase C

Name of Owner: Creighton Phase C 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 12, 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.

Very truly yours,

Firm Name (Add) Nixon Peabody LLP By _____

~~Its~~ _____

Nixon Peabody LLP

Title

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	Elizabeth Kennan	Authorized Signatory and Director of Development
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Summary report:	
Litera Compare for Word 11.10.0.38 Document comparison done on 3/11/2026 9:43:04 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Creighton Phase C - VHDA Opinion 9% v1 1.docx	
Modified filename: Creighton Phase C - VHDA Opinion 9% v2 2.docx	
Changes:	
<u>Add</u>	23
Delete	28
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
Total Changes:	53

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)

N/A

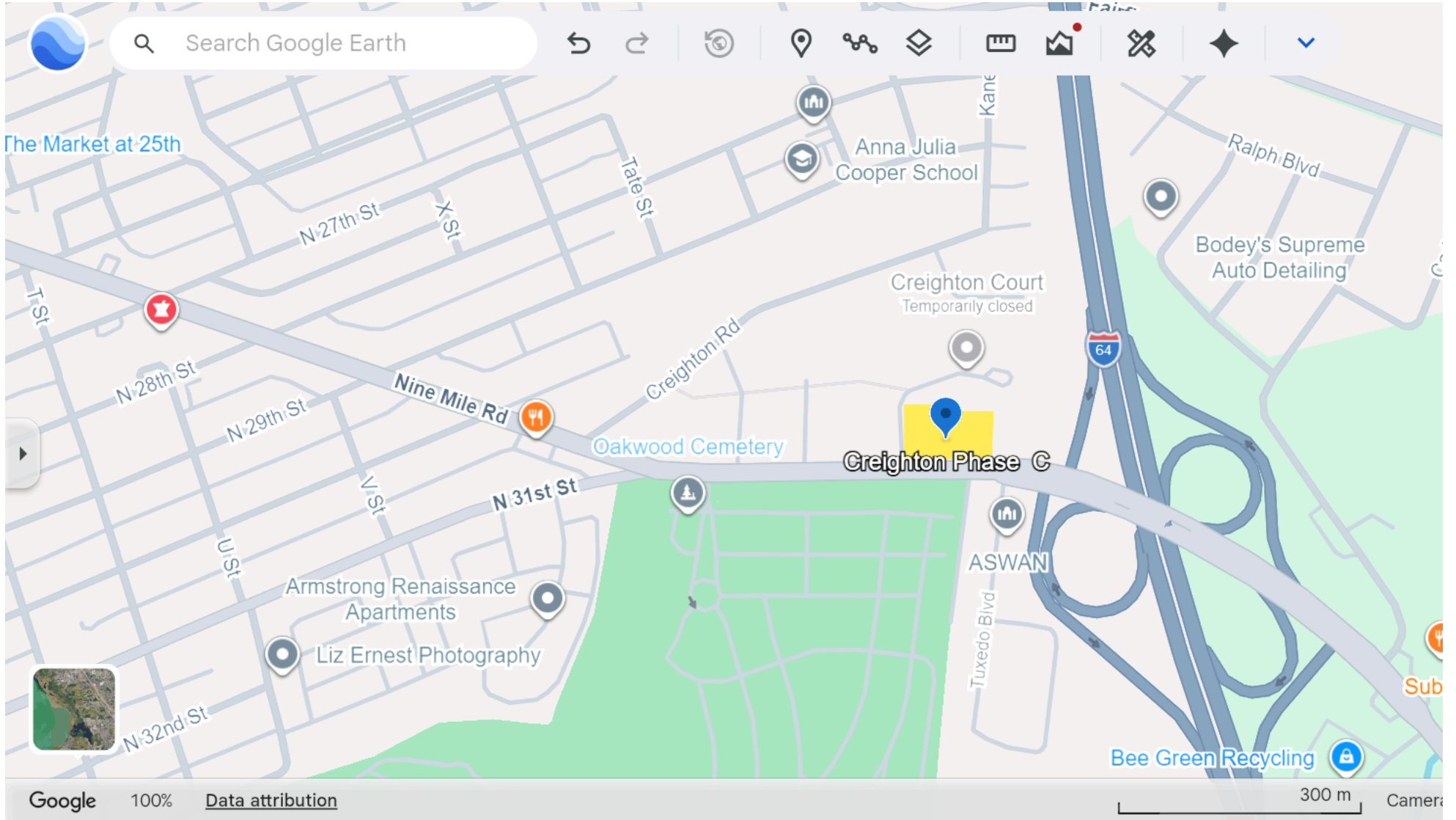
Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

N/A

Tab K:

Documentation of Development Location:



Tab K.1

Revitalization Area Certification

Community Revitalization Plan Form Letter
13 VAC 180-60(E)(2)(c)(6)

DATE: March 3,2026

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

RE: Community Revitalization Plan Form

Name of Development: Creighton Phase C

Name of Owner/Applicant: Creighton Phase C LLC

Name of Seller/Current Owner: Richmond Redevelopment and Housing Authority

DEVELOPMENT DESCRIPTION:

Development Address:

3100 Newbourne Street, Richmond, VA 23223

Proposed Improvements:

New Construction:	# Units	<u>57</u>	# Buildings	<u>1</u>	Total Floor Area	<u>79,230.90</u>
Adaptive Reuse	# Units	___	# Buildings	___	Total Floor Area	_____
Rehabilitation:	# Units	___	# Buildings	___	Total Floor Area	_____

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.

Loren Brown

Signature

Loren Brown

Printed Name

Sr. Project Development Manager

Title

(804) 646-6428

Phone

March 10, 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.

INTRODUCED: June 14, 2021

AN ORDINANCE No. 2021-182

As Amended

To authorize a Creighton Court Redevelopment Preliminary Community Unit Plan permitting the development of a residential community of up to 700 dwelling units on approximately 38 acres of land located at 3070 Nine Mile Road, 3100 Nine Mile Road, 2101A Creighton Road and portions of adjacent unimproved public rights-of-way in Tate Street and Tuxedo Boulevard, upon certain terms and conditions.

Patron – Mayor Stoney (By Request)

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JUL 26 2021 AT 6 P.M.

WHEREAS, approximately 38 acres of land comprised of the parcels known as 3070 Nine Mile Road, 3100 Nine Mile Road, and 2101A Creighton Road, identified as Tax Parcel Nos. E000-0953/025, E000-0955/001, and E000-0955/002, respectively, in the 2021 records of the City Assessor, and including private rights-of-way known as Walcott Place and Bunche Place, along with portions of adjacent unimproved public rights-of-way in Tate Street and Tuxedo Boulevard, are as shown on a survey entitled “Boundary Survey of Parcels Comprising the Creighton Court Housing Development, City of Richmond, Virginia,” prepared by H&B Surveying and Mapping,

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: SEPT 13 2021 REJECTED: _____ STRICKEN: _____

LLC, and dated February 10, 2021, all of which parcels together are hereinafter referred to as the “Property”; and

WHEREAS, the owner of the Property has submitted to the City Planning Commission a plan to develop a residential community of up to 700 dwelling units on the Property (the “Project”); and

WHEREAS, the City Planning Commission, after holding a public hearing on the proposed community unit plan, approved that plan as a Preliminary Community Unit Plan, based upon written findings of fact as set out in a resolution, which has been transmitted to the City Council as required by section 30-456.5 of the Code of the City of Richmond (2020), as amended; and

WHEREAS, the City Council concurs in the findings of fact made by the City Planning Commission;

NOW, THEREFORE,

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That pursuant to section 17.10(g) of the Charter of the City of Richmond (2020), as amended, and Chapter 30, Article IV, Division 30 of the Code of the City of Richmond (2020), as amended, the development and use of the Property, generally in accordance with a plan entitled “Creighton Court Redevelopment, Community Unit Plan, Richmond, Virginia,” prepared by Urban Design Associates, and dated April, 2021, (the “Preliminary Plan”), a copy of which plan is attached to and made a part of this ordinance, is hereby approved and permitted as the Preliminary Community Unit Plan for the Property, subject to the following standards, terms, and conditions:

I. DEVELOPMENT CONCEPT:

A. The Preliminary Community Unit Plan for development of the Property is depicted

B. on the Preliminary Plan. The Preliminary Plan generally depicts the locations of single-family dwelling lots, multi-family dwelling lots, parking areas, community common areas and buildings, public street and alley network, and open space.

C. Where specific standards are set forth in this ordinance exceed or modify standards for features shown on the Preliminary Plan, this ordinance shall prevail. Any approval by the City Planning Commission, without conditions, of a preliminary subdivision plat depicting the final lot layout for any single-family dwellings or multi-family dwellings, community common areas, open space, and adjacent roads for one or more phases of the subdivision shall be deemed, for purposes of this ordinance, to be a Community Unit Plan Final Plan approval for such improvements, unless the Secretary of the City Planning Commission disapproves the resulting final subdivision plat, in which event new approval by the City Planning Commission of the Community Unit Plan Final Plan shall be required. Any Community Unit Plan Final Plan with respect to the Property, including any submitted preliminary subdivision plat for any portion of the Property, is referred to herein as a "Final Plan." Any Final Plan submitted for approval shall include as much detail as necessary to show compliance with all development concepts and standards either shown on the Preliminary Plan or included in this ordinance.

II. MAXIMUM RESIDENTIAL DENSITY: Residential use of the Property shall be limited to a maximum of 700 dwelling units, developed as single-family dwellings and multi-family dwellings generally as depicted on the Preliminary Plan, provided that the mix of multi-family building types and single-family dwellings as depicted on the Preliminary Plan may change during development of the Project.

III. PHASING: Residential construction on the Property may be developed in phases.

IV. DWELLING UNIT DEVELOPMENT STANDARDS:

A. GENERALLY: The dwellings on the Property shall be configured, designed, and constructed generally in conformance with the Preliminary Plan and shall adhere to the following standards:

1. *Single-family dwellings.* Single-family dwellings shall be located on lots of not less than 1,100 square feet in area. Lot width shall be not less than 16 feet, and lot depth shall be not less than 70 feet. There shall be a front yard with a depth of not less than 5 feet. In the case of corner lots, the front yard will be required only on one street frontage, generally as shown on the Preliminary Plan. There shall be side yards of not less than 3 feet in width, except where buildings are attached, including, but not limited to, corner lots. There shall be a rear yard with a depth of not less than 5 feet. Lot coverage shall not exceed 80 percent of the area of the lot.

2. *Multifamily dwellings.* There shall be a front yard with a depth of not less than 10 feet. In the case of corner lots, the front yard will be required only on one street frontage, generally as shown on the Preliminary Plan. There shall be side yards of not less than 5 feet in width, including, but not limited to, corner lots. The distance between two buildings erected on the same lot shall not be less than 6 feet, except where buildings are attached. There shall be a rear yard with a depth of not less than 5 feet. Lot coverage shall not exceed 80 percent of the area of the lot.

3. *Street Frontage.* Lots may front on common courts when other lot access is available, as generally shown on the Preliminary Plan, and when the means of access to each lot is approved by the Director of Public Works, the Chief of Police, and the Chief of Fire and Emergency Services and when appropriate right-of-way, easements, agreements or covenants approved as to form by the City Attorney provide for permanent public access

and continued maintenance.

4. The quantity and location of each of the above unit types may vary from the Preliminary Plan, but may not exceed the total number of dwelling units approved through this ordinance.

B. NON-DWELLING USES: Leasing office, management office, and amenity uses that serve the development as a whole shall be permitted as principal uses when located in a community amenity building as shown on the Preliminary Plan. Any leasing and management facility use shall adhere to the following standards:

1. There shall be a front yard with a depth of not less than 5 feet. In the case of corner lots, the front yard will be required only on one street frontage, generally as shown on the Preliminary Plan. There shall be side yards of not less than 3 feet in width, including, but not limited to, corner lots.

2. No building or structure shall exceed 25 feet in height

C. ACCESSORY USES:

1. Accessory structures that are customarily incidental and clearly subordinate to the dwelling uses permitted by this ordinance, as described in Sec. 30-402.2 of the Code of the City of Richmond (2020), as amended, are permitted.

2. Accessory structures shall not exceed 12 feet in height.

3. Accessory structures may be located within a required rear yard, but not within 5 feet of an alley, provided that where the rear yard abuts a side lot line of an adjoining lot, no such accessory structure shall be located nearer such side lot line than a distance equal to the minimum side yard required on the adjoining lot.

4. Accessory structures may be located in the portion of a required side yard

5. situated within 30 feet of the rear lot line but no closer than 2 feet to the side lot line unless attached to an accessory structure on the adjacent lot by a common wall.

6. Neither accessory structures that are customarily incidental and clearly subordinate to the single-family dwellings nor additions to the single-family dwellings shall be subject to Final Plan approval.

7. Garages shall be side or rear loaded where an alley is accessible. For garages not served by alleys, the front of a garage shall be set back at least 18 feet from the front façade of the dwelling unit.

D. **BUILDING HEIGHT:** No multifamily building shall exceed four stories or 60 feet in height, whichever is higher. Single-family dwellings shall not exceed a height of 35 feet. The terms “building height” (or “height of building”), “story,” and “story height” shall be interpreted to have the meanings ascribed to those terms by section 30-1220 of the Code of the City of Richmond (2020), as amended, unless the context clearly indicates that a different meaning is intended.

E. **EXTERIOR BUILDING MATERIALS:** The exteriors of the single-family dwellings, the multi-family dwellings, nondwelling uses, and the accessory structures shall be constructed with brick, stone, cementitious siding, wood, ~~[solid vinyl (with a minimum wall thickness of 0.044 inches),]~~ or an equivalent material as may be approved as part of the Final Plan submittal. Secondary materials shall be restricted to three coat smooth finish stucco, wood siding, vinyl cladding, or aluminum cladding, and these materials may be used for exterior trim, windows, and soffits only. Roofing materials shall consist of architectural asphalt shingles, thermoplastic polyolefin (TPO) or an equivalent material.

F. **ELEVATIONS:** The single-family dwellings and multi-family dwellings shall be

generally compatible in architectural style with the elevations shown in the Preliminary Plan or an equivalent alternative architectural style and the overall development shall include a variety of exterior building materials as permitted pursuant to subsection (IV)(D), all consistent with design guidelines approved as part of the Final Plan.

G. **PORCHES:** All porches or stoops fronting on a street shall have a minimum depth of six feet. Porches or stoops, including, without limitation, covered porches, may encroach up to 10 feet into a required front or side yard, except that no such encroachment may be closer than 2 feet to a side lot line shared with an adjacent residential use.

H. **DOORS:** Each single-family dwelling unit shall have a secondary egress door to the side yard or rear yard of the lot.

I. **HVAC:** All heating, ventilation, and air conditioning equipment serving individual lots shall be located or screened so as not to be visible from any public right-of-way.

I. **LANDSCAPING:** Any landscaping and hardscaping in the open space areas shall be generally consistent with the Preliminary Plan.

V. PUBLIC IMPROVEMENTS: Public improvements depicted on the Preliminary Plan shall be provided following their approval as part of a Final Plan.

A. **STREETS:** All streets shall be dedicated public right-of-way and shall be configured substantially as shown on the Preliminary Plan, including, but not limited to, utilizing reduced road centerline radii, intersection spacing, and alternative street sections as shown on pages 10 and 11 of the Preliminary Plan.

B. **ALLEYS:** The Preliminary Plan depicts certain alleys which shall be dedicated public right-of-way with a 16-foot minimum paved width and a 20-foot minimum right-of-way

width. Alley configuration shall be substantially as shown on the Preliminary Plan, including, but not limited to, reduced alley centerline radii, intersection spacing, and alternative turnarounds.

C. **SIDEWALKS:** Six-foot wide sidewalks shall be provided on both sides of all new streets, substantially as shown on the Preliminary Plan.

D. **LIGHTING:** New pedestrian-scale ornamental streetlight fixtures, as approved by the Department of Public Utilities, shall be installed along all new streets within the right-of-way or an easement. New cobra head light fixtures shall not be permitted except as required within public alleys. All existing cobra head light fixtures within public streets shall be replaced with pedestrian-scale ornamental fixtures.

E. **STREET TREES:** Deciduous shade trees planted approximately 40 feet apart for large trees or 25 feet apart for medium trees on center in a minimum four-foot-wide planting strip between the sidewalk and the curb within the right-of-way shall be required. The final location of street trees shall be generally as shown on the Preliminary Plan, shall not conflict with the placement of utilities, and shall be subject to the requirements of the City Arborist.

F. **UTILITIES:** Except for transformers, pedestals, junction boxes, meters, backflow prevention devices, and existing overhead utility lines, all new utility lines shall be installed underground. Meters and backflow prevention devices shall be located off the alleys to the rear of the lots to the maximum extent practicable, or may be screened.

G. **COMPLETION OF IMPROVEMENTS IN EXISTING PUBLIC RIGHT-OF-WAY:** All improvements required by this subsection (V) that will be located within public right-of-way shall be completed substantially as shown on the Preliminary Plan, unless otherwise required by the Director of Public Works. These improvements may be completed in one or more phases as approved by the Director of Public Works. All improvements and work within the public

right-of-way shall be (i) completed in accordance with the requirements of the Director of Public Works and any applicable requirements of the Director of Public Utilities, (ii) considered completed only upon written confirmation by the Director of Public Works that such improvements and work are in accordance with such requirements, and (iii) transferred to the City, following the written confirmation by the Director of Public Works, pursuant to a transfer of interest document approved as to form by the City Attorney and accepted by the Chief Administrative Officer or the designee thereof on behalf of the City. The Chief Administrative Officer or the designee thereof, for and on behalf of the City, is hereby authorized to accept, in the manner for which this subdivision (G) provides, all improvements and work required by and meeting the requirements of this subsection (V). The final certificate of use and occupancy for the Project, or the applicable phase thereof, shall not be issued until all requirements of this subdivision (G) are fully satisfied.

VI. MINIMUM OPEN SPACE: Open space, as generally shown on page 4 of the Preliminary Plan shall be provided and may include active and passive recreational components. Final plans for any open space shall be submitted as part of each Final Plan for a portion or portions of the Project.

VII. SCREENING: Facilities for the collection of refuse shall be provided in accordance with the requirements of the Director of Public Works. Dumpster facilities must be screened with opaque structural or vegetative materials so as not to be visible from adjacent properties in an R, RO, HO, I or OS District, or from any public street or other public space. Such enclosure or screening shall be designed as to prevent trash or refuse from blowing onto other areas of the site or onto adjacent property or public streets or spaces. In no case shall chain link fences be used to satisfy the dumpster screening requirement.

VIII. PARKING: Parking shall be provided for each dwelling as follows:

A. There shall be a ratio of no less than one off-street parking space for each two dwelling units.

B. No driveway intersecting a street which constitutes the principal street frontage of a lot shall be permitted when other street frontage or alley access is available to serve such lot. For purposes of this subdivision (B), the term “principal street frontage” shall be interpreted to have the meaning ascribed to that term by section 30-1220 of the Code of the City of Richmond (2020), as amended, unless the context clearly indicates that a different meaning is intended.

C. Where on-street parking spaces are not defined by curb bump-outs, on-street parking spaces shall not be within ten feet of crosswalks, stop signs, or traffic control signals.

IX. NORMAL ZONING:

A. Except as specifically provided otherwise by this ordinance, the zoning regulations prescribed by Chapter 30 of the Code of the City of Richmond (2020), as amended, for the district in which the Property is situated shall apply.

B. The Final Plan application for the first phase of development of the Project must be submitted to the Department of Planning and Development Review within five years after the effective date of this ordinance. In the event the required application is not submitted to the Department of Planning and Development Review within five years after the effective date of this ordinance, this ordinance shall be null and void and of no further effect.

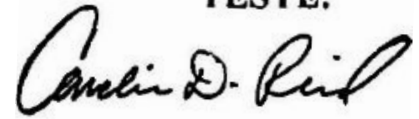
C. Applications for building permits for the first phase of development must be submitted within five years of the date of City Planning Commission approval of the initial Final Plan. Plans submitted for building permit approval shall be substantially in conformance with the Final Plans approved by the City Planning Commission. In the event the required submission is

not made within five years of the date of City Planning Commission approval of the initial Final Plan, this ordinance shall be null and void and of no further effect.

§ 2. This ordinance shall be in force and effect upon adoption.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, reading "Carlin D. Reil". The signature is written in a cursive style with a large initial 'C'.

City Clerk

City of Richmond

900 East Broad Street
2nd Floor of City Hall
Richmond, VA 23219
www.rva.gov


Item Request


File Number: PRE.2021.655


O & R Request

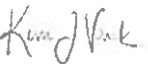
DATE: May 14, 2021 **EDITION:** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor (Patron: Mayor, by Request) 
(This in no way reflects a recommendation on behalf of the Mayor)

THROUGH: J.E. Lincoln Saunders, Acting Chief Administrative Officer 

THROUGH: Sharon L. Ebert, Deputy Chief Administrative Officer for Economic Development and Planning 

FROM: Kevin J. Vonck, Acting Director, Dept. of Planning and Development Review 

RE: To authorize a Creighton Court Redevelopment Preliminary Community Unit Plan permitting the development of a residential community of up to 700 dwelling units on approximately 38 acres of land located at 3100 Nine Mile Road, 3070 Nine Mile Road, 2101A Creighton Road and portions of adjacent unimproved public rights-of-way in Tate Street and Tuxedo Boulevard, upon certain terms and conditions.

ORD. OR RES. No. ____

PURPOSE: To authorize a Creighton Court Redevelopment Preliminary Community Unit Plan permitting the development of a residential community of up to 700 dwelling units on approximately 38 acres of land located at 3100 Nine Mile Road, 3070 Nine Mile Road, 2101A Creighton Road and portions of adjacent unimproved public rights-of-way in Tate Street and Tuxedo Boulevard, upon certain terms and conditions.

REASON: The applicant is requesting a Community Unit Plan to facilitate the redevelopment of the Creighton Court public housing community into a mixed-income residential community with up to 700 dwelling units. The proposed community does not meet all of the underlying zoning regulations, therefore the applicant is seeking a Community Unit Plan in order to create development standards that are customized to the proposed urban form of development.

RECOMMENDATION: In accordance with the requirements of the City Charter and the Zoning Ordinance, the City Planning Commission will review this request and make a recommendation to City Council. This item will be scheduled for consideration by the Commission at its July 6, 2021, meeting.

BACKGROUND: The subject property contains 38 acres and is currently improved with many two-story multi-family buildings that contain 504 income-restricted dwelling units. The property is located in the Creighton and is located north of Nine Mile Road, west of Interstate 64, and south and east of North 29th Street, and is bisected by Creighton Road.

The subject property is located within the R-53 Multi Family Residential District. The density, yards, and other features of the proposed development do not conform to the requirements of the R-53 Multi-Family Residential District.

The Richmond 300 Master Plan recommends a future land use of “Neighborhood Mixed-Use” for the property. New developments on larger parcels should continue or introduce a gridded street pattern to increase connectivity within the neighborhood and to adjacent neighborhoods. Setbacks, plazas and parks help to create a sense of place and community gathering area. Buildings types vary, but new construction should generally complement the existing context. Buildings heights generally range from two to four stories, with taller buildings along major streets. The ground floors of buildings should engage the street with features such as street-oriented facades with windows and door openings along street frontages. Appropriate setbacks, open space, front porches, elevated ground floors, and other features that provide a sense of privacy should be provided for residential uses. The primary uses recommended for Community Mixed-Use are single-family residential, accessory dwelling units, duplexes, small multi-family buildings (typically 3-10 units), and open space. Secondary uses include large multi-family buildings (10+ units), retail/office/personal service, institutional, cultural and government uses. Pedestrian, bicycle, and transit access must be prioritized and bike parking should be provided.

The portion of Nine Mile Road that abuts the property is designated as a “Major Mixed-Use Street” on the “Great Streets and Street Typologies Map” in Richmond 300. As such, secondary uses and taller buildings are appropriate along this frontage.

Single-family residential and institutional uses exist to the north and west of the subject property. Interstate 64 exists to the east of the subject property, and the Oakwood Cemetery, Armstrong Renaissance mixed-income residential community, and single-family residential uses exist to the south of the subject property, across Nine Mile Road.

FISCAL IMPACT / COST: The Department of Planning and Development Review does not anticipate any impact to the City’s budget for this or future fiscal years.

FISCAL IMPLICATIONS: Staff time for processing the request; preparation of draft ordinance; and publishing, mailing and posting of public notices.

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: \$5,600 application fee

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: June 14, 2021

CITY COUNCIL PUBLIC HEARING DATE: July 26, 2021

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: None

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: City Planning Commission
July 6, 2021

AFFECTED AGENCIES: Office of Chief Administrative Officer
Law Department (for review of draft ordinance)

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Draft Ordinance, Application Form, Applicant's Report, Conceptual Plan, Map, Community Engagement Report

STAFF: Richard Saunders, Senior Planner, Land Use Administration (Room 511) 646 4856
Matthew Ebinger, Principal Planner, Land Use Administration (Room 511) 646 6308



Application for: **COMMUNITY UNIT PLAN**
 Department of Planning and Development Review
 Land Use Administration Division
 900 E. Broad Street, Room 511
 Richmond, Virginia 23219
 (804) 646-6304
<http://www.richmondgov.com/>

Application is hereby submitted for: (check one)

- preliminary plan Final Plan
 preliminary plan admendment Final Plan Admenment

Project Name/Location

Property Address: 3100 Nine Mile Road & 2101A Creighton Road Date: 12/14/2020
 Tax Map #: E0000955001 & E0000955002 Fee: \$5800
 Total area of affected site in acres 38 Acres

(See page 7 for fee schedule, please make check payable to the "City of Richmond")

Zoning

Current Zoning: R 53 Residential (Multi Family)
 Existing Use: Creighton Court Housing Community

Proposed Use

(Please include a detailed description of the proposed use in the required applicant's report)
The goal is to redevelop Creighton Court.
 Existing Use: Creighton Court Housing Community

Is this property subject to any previous land use cases?

- Yes No If Yes, please list the Ordinance Number: _____

Applicant/Contact Person: Ivan Wu

Company: Timmons Group
 Mailing Address: 1001 Boulders Parkway, Suite 300
 City: Richmond State: Virginia Zip Code: 23225
 Telephone: (804) 2 000,529 Fax: ()
 Email: wan.wu@timmons.com

Property Owner: Richmond Redevelopment & Housing Authority (RRHA)

If Business Entity, name and title of authorized signee: Stacey Daniele Fayson, Internm Chief Executive Officer

(The person or persons executing or attesting the execution of this Application on behalf of the Company certifies that he or she has or have been duly authorized and empowered to so execute or attest.)

Mailing Address: 901 Chamberlayne Parkway
 City: Richmond State: VA Zip Code: 23220
 Telephone: (804) 7,804,023 Fax: (804) 7,800,009
 Email: Stacey.Fayson@rma.com

Property Owner Signature: Stacey Daniele Fayson

The names, addresses, telephone numbers and signatures of all owners of the property are required. Please attach additional sheets as needed. If a legal representative signs for a property owner, please attach an executed power of attorney. **Faxed or photocopied signatures will not be accepted.**

NOTE: Please attach the required plans, checklist, and a check for the application fee (see Filing Procedures for community unit plans)



Application for: **COMMUNITY UNIT PLAN**

Department of Planning and Development Review
Land Use Administration Division
900 E Broad Street, Room 511
Richmond, Virginia 23219
(804) 646-6304
<http://www.richmondgov.com/>

Application is hereby submitted for: (check one)

- preliminary plan
- Final Plan
- preliminary plan admendment
- Final Plan Admenment

Project Name/Location

Property Address: 3100 Nine Mile Road & 2101A Creighton Road Date: 12/14/2020
Tax Map #: E0000955001 & E0000955002 Fee: \$5600
Total area of affected site in acres: 38 Acres

(See page 7 for fee schedule, please make check payable to the "City of Richmond") ✓

Zoning

Current Zoning: R-53 Residential (Multi-Family)
Existing Use: Creighton Court Housing Community

Proposed Use

(Please include a detailed description of the proposed use in the required applicant's report)
The goal is to redevelop Creighton Court.

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Telephone: (804) 2,006,529 Fax: ()
Email: ivan.wu@timmons.com

Property Owner: Richmond Redevelopment & Housing Authority (RRHA)

If Business Entity, name and title of authorized signee: Stacey Daniels-Fayson, Interim Chief Executive Officer

(The person or persons executing or attesting the execution of this Application on behalf of the Company certifies that he or she has or have been duly authorized and empowered to so execute or attest.)

Mailing Address 901 Chamberlayne Parkway
City: Richmond State: VA Zip Code: 23220
Telephone: (804) 7,804,023 Fax: (804) 7,800,009
Email: Stacey.Fayson@rrha.com

Property Owner Signature: SEE FIRST PAGE FOR SIGNATURE

The names, addresses, telephone numbers and signatures of all owners of the property are required. Please attach additional sheets as needed. If a legal representative signs for a property owner, please attach an executed power of attorney. **Faxed or photocopied signatures will not be accepted.**

NOTE: Please attach the required plans, checklist, and a check for the application fee (see Filing Procedures for community unit plans)

Applicant's Report - Creighton Court Redevelopment
Date: 12/17/2020

The proposed redevelopment of Creighton Court to a mixed-income community has been a longstanding goal of the Richmond Redevelopment and Housing Authority (RRHA) and the City of Richmond. Under the leadership of The Community Builders (TCB) partnering with RRHA, and with the City's support, the redevelopment will continue the transformation of the East End of Richmond. The project joins hands with other key initiatives in Church Hill North that are underway. Most notable are Armstrong Renaissance, Bon Secours Community Hospital, The Market at 25th Street, The Kitchens at Reynolds and the streetscape improvements along Nine Mile Road. Armstrong Renaissance was the build first site to offer a priority for residents of Creighton court to relocate into a new mixed-income community.

The planning for a new mixed income community at Creighton Court was anchored by an inclusive community engagement process with the existing residents first, but also other community stakeholders. The initial discussions began in 2016 with Armstrong Renaissance. Most recently, the outreach and engagement occurred in September/October 2020, with the Final Concepts and Master Plans being presented in November/December 2020. The full details of the community engagement process can be reviewed and referenced in the Creighton Court Redevelopment 2020 Community Engagement Report dated December 2020 (attached). It was critical to hear and understand the resident concerns and practical needs related to safety, children and youth play areas, public gathering spaces, community center needs, green spaces, home styles, building materials, street & alley design, parking spaces, and updates. The proposed design sets out to achieve the goals most important to the current residents while working to decentralize poverty.

The Master Plan and CUP Ordinance sets the stage for the next steps of redevelopment at Creighton Court, augments the neighboring revitalization efforts for the Nine Mile Corridor, and serves as a catalyst for a new "East End Gateway" to the City. This Gateway, in the form of a mixed income community would anchor the East End of the Nine Mile Corridor and bring together Armstrong Renaissance, Creighton Court and the surrounding neighborhoods.

The Creighton Court site is approximately 36 acres and contains 504 dwelling units. The proposed plan envisions the demolition and removal of the existing buildings in phases as funding becomes available and proposes a maximum of 700 new dwelling units, Community Center, a large linear park at the center of the community, and recreation open spaces. The program goal is to deliver a high quality mixed-income neighborhood that will attract both current residents and residents of differing income levels .

The large linear park at the center of the community will accommodate several outdoor recreational activities for families and children of all ages. By establishing and enhancing walkability within the community and creating a central public amenity with visibility, the community will enable residents to enjoy good health, safety, and a high quality of life.

Many of the new homes will have front and rear yards with private parking pads accessible from rear alleys. This design allows for a pedestrian friendly streetscape with front porches, street trees, and sidewalks that keep the tradition of many Richmond neighborhoods. The master plan layout also ensures adequate safety, light and air into each residence. A mix of housing types (both rental and home ownership) ranges from one-story bungalows, two-story single-family detached homes, duplexes, strings of town homes, two- and three-story stacked flats and three and four-story multifamily apartment buildings with elevators. The new homes and community center will adequately address the accessibility and visitability needs of residents. This mix of housing types will provide a variety of appropriate unit choices for each different resident group including single adults, couples, families, senior citizens, and disabled residents.

Introducing new streets connecting with the existing street network knits the neighborhood together and distributes traffic with multiple entry and exit points to relieve any concerns about traffic congestion. Public safety requirements such as access for fire rescue and other emergency vehicles have been accommodated with proposed street widths, turning radii and geometries to provide circulation to and within the plan.

The architectural design process began with a canvas of existing residential neighborhoods in Richmond including Church Hill, Church Hill North, Chimborazo, Oakwood, Glenwood Park, Fairmount, Union Hill, Shockoe Bottom, Jackson Ward, Oregon Hill and the Fan District. A variety of architectural styles found in these neighborhoods have been incorporated. They include Greek Revival, Federal Style, Italianate, Queen Anne, and Colonial Revival. Combined with the variety in type, massing, materials (brick and siding) and color, the variety of styles will create a more authentic feeling neighborhood where each resident feels like they live in a unique home. The homes will incorporate these different styles with architectural elements like covered stoops, front porches, bay windows, decorative columns, door and window trim, and prominent cornices. Many will use the low sloping roof characteristic of the canvassed neighborhoods.

The quality of the new homes will blend the affordable, work force and market rate housing making them indistinguishable from each other. Such a residential character will enhance the image of the surrounding context as well.

It should be noted that although it's not part of the Creighton Court redevelopment project, the Boys & Girls Club of Metro Richmond (BGCMR) plans to transform the Eastlawn Shopping Center (just west of Creighton Court) into a facility that provides health services, college-prep, workforce development, and programs and activities for teens.

LEGAL DESCRIPTION: PARCEL "A"

ALL THAT CERTAIN TRACT, PIECE, OR PARCEL OF LAND, BEING IN THE CITY OF RICHMOND, VIRGINIA, AND LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF N 29th STREET (A 60' RIGHT-OF-WAY) BETWEEN TATE STREET AND KANE STREET, AND BEING A PORTION OF TAX PARCEL NO. E000085501. SAID PARCEL BEING DESIGNATED AS PARCEL "A" ON A PLAN PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED NOVEMBER 14, 2020, ENTITLED, "BOUNDARY SURVEY OF PARCELS COMPRISING THE CREIGHTON COURT HOUSING DEVELOPMENT." SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A SET ROD AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF N 29TH STREET (PUBLIC AND 60' IN WIDTH) AND THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH), SAID ROD BEING MARKED P O B 'A' ON THE ABOVE MENTIONED PLAN:

- 1. THENCE, WITH THE EASTERN RIGHT-OF-WAY LINE OF N 29TH STREET (PUBLIC AND 60' IN WIDTH), N 38°10'05" E, 104.71', TO A SET ROD.
2. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF N 29TH STREET (PUBLIC AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 820.00', AN ARC LENGTH OF 218.73', A DELTA ANGLE OF 05°17'00", A CHORD BEARING OF N 44°12'35" E, AND A CHORD LENGTH OF 218.08', TO A SET PUNCH HOLE.
3. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF N 29TH STREET (PUBLIC AND 60' IN WIDTH), S 51°51'05" E, 208.29', TO A FOUND CONCRETE MONUMENT. SAID MONUMENT BEING THE POINT OF CURVATURE OF THE RIGHT-OF-WAY RETURN LEADING INTO KANE STREET.
4. THENCE, LEAVING THE EASTERN RIGHT-OF-WAY LINE OF N 29TH STREET, WITH THE RIGHT-OF-WAY RETURN LEADING INTO KANE STREET, WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00', AN ARC LENGTH OF 34.79', A DELTA ANGLE OF 89°30'32" E, AND A CHORD BEARING OF S 78°19'15" E, AND A CHORD LENGTH OF 36.86'. TO A FOUND CONCRETE MONUMENT. SAID MONUMENT BEING THE POINT OF TANGENCY OF THE RIGHT-OF-WAY RETURN LEADING INTO KANE STREET.
5. THENCE, WITH THE SOUTHERN RIGHT-OF-WAY LINE OF KANE STREET (PUBLIC AND 60' IN WIDTH), S 28°29'35" E, 274.38', TO A FOUND LEAD HUB AND TACK. SAID LEAD HUB AND TACK BEING THE POINT OF CURVATURE OF THE RIGHT-OF-WAY RETURN LEADING INTO CREIGHTON ROAD.
6. THENCE, LEAVING THE SOUTHERN RIGHT-OF-WAY LINE OF KANE STREET, WITH THE RIGHT-OF-WAY RETURN LEADING INTO CREIGHTON ROAD, WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00', AN ARC LENGTH OF 24.18', A DELTA ANGLE OF 69°16'22", A CHORD BEARING OF S 08°06'38" W, AND A CHORD LENGTH OF 22.73'. TO A SET ROD. SAID ROD MARKING THE BEGINNING OF THE DIVISION BETWEEN THE PUBLIC AND PRIVATE RIGHTS-OF-WAY FOR CREIGHTON ROAD. SAID ROD ALSO BEING THE POINT OF BEGINNING FOR PARCEL "B" DESCRIBED BELOW.
7. THENCE, WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60'+ IN WIDTH), S 40°46'47" W, 842.15', TO A SET NAIL.
8. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 600.00', AN ARC LENGTH OF 250.55', A DELTA ANGLE OF 23°55'32", A CHORD BEARING OF S 28°49'01" E, AND A CHORD LENGTH OF 248.73', TO A FOUND ROD.
9. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 18°51'15" E, 248.95', TO A SET ROD. SAID ROD BEING THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD AND THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH).
10. THENCE, WITH THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH), N 55°54'55" W, 427.33', TO A SET ROD.

SAID ROD BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 10.981 ACRES OR 478,324 SQUARE FEET, MORE OR LESS.

NOTES:

- 1. THIS PLAN IS BASED UPON A CURRENT FIELD SURVEY AND WAS PERFORMED USING TRADITIONAL FIELD TECHNIQUES.
2. HORIZONTAL (NAD83) AND VERTICAL (NAD83-GEOD 12B) DATUM ESTABLISHED THROUGH REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS ON 02-14-2017. DIFFERENTIAL CORRECTIONS WERE DERIVED FROM NATIONAL GEODESIC SURVEY (NCS) CONTINUALLY OPERATING REFERENCE STATION (CORS) "VAD4". COORDINATE VALUES IF SHOWN HEREON ARE BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM SOUTH ZONE.
3. THE PROPERTY SHOWN HEREON FALLS IN THE FOLLOWING FLOOD HAZARD ZONE (UNSHADDED AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN. THE APPROPRIATE BOUNDARY LIMIT OF THIS AREA IS SHOWN GRAPHICALLY IF IT FALLS WITHIN THE LIMITS OF THIS SURVEY. AS SCALED FROM FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 510120042D, REVISED DATE: APRIL 2, 2009.
4. PROPERTY LINES SHOWN HEREON ARE TAKEN FROM COURT HOUSE RECORDS, EVIDENCE OF MONUMENTATION AND OCCUPATION FOUND IN THE FIELD. THIS SURVEY CONSTITUTES A BOUNDARY SURVEY AND WAS PREPARED WITH THE BENEFIT OF A PRELIMINARY TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. HE20-24664, EFFECTIVE DATE: JUNE 18, 2020 AT 8:00 A.M.
5. BEARINGS AND DISTANCES ENCLOSED BY PARALLELS (S,) ARE SURVEY TIES TO FOUND MONUMENTATION TO ADJACENT PARCELS OR RIGHTS-OF-WAY.
6. NO CEMETERIES WERE OBSERVED DURING OUR PERIMETER SURVEY. NO FURTHER INVESTIGATIONS WERE MADE TO DETERMINE THE POSSIBLE EXISTENCE OF ANY DISCOVERED OR UNMARKED GRAVE SITES.
7. THIS SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF ALISON W. HANSON, L.S. FROM AN ACTUAL GROUND SURVEY MADE UNDER HER SUPERVISION. THE IMAGERY AND/OR ORIGINAL DATA WAS OBTAINED ON 11-14-2020. THIS PLAN, MAP, OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.

LEGAL DESCRIPTION: PARCEL "B"

ALL THAT CERTAIN TRACT, PIECE, OR PARCEL OF LAND, BEING IN THE CITY OF RICHMOND, VIRGINIA, AND BEING THE RIGHT-OF-WAY OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH) BETWEEN TATE STREET AND KANE STREET, AND BEING A PORTION OF TAX PARCEL NO. E000085502. SAID PARCEL BEING DESIGNATED AS PARCEL "B" ON A PLAN PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED NOVEMBER 14, 2020, ENTITLED, "BOUNDARY SURVEY OF PARCELS COMPRISING THE CREIGHTON COURT HOUSING DEVELOPMENT." SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A SET ROD MARKING THE NORTHERN END OF THE DIVISION LINE BETWEEN THE PUBLIC AND PRIVATE RIGHTS-OF-WAY FOR CREIGHTON ROAD. SAID ROD BEING THE POINT OF TANGENCY OF THE RIGHT-OF-WAY RETURN LEADING INTO CREIGHTON ROAD FROM KANE STREET, SAID ROD BEING MARKED P O B 'B' ON THE ABOVE MENTIONED PLAN:

- 1. THENCE, CROSSING CREIGHTON ROAD TO THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60'+ IN WIDTH), S 43°42'51" E, 84.58', TO A SET NAIL. SAID NAIL MARKING THE SOUTHERN END OF THE DIVISION LINE BETWEEN THE PUBLIC AND PRIVATE RIGHTS-OF-WAY FOR CREIGHTON ROAD. SAID NAIL ALSO BEING THE POINT OF BEGINNING FOR PARCEL "C" DESCRIBED BELOW.
2. THENCE, WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60'+ IN WIDTH), WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1011.00', AN ARC LENGTH OF 93.05', A DELTA ANGLE OF 05°18'24", A CHORD BEARING OF S 43°24'59" W, AND A CHORD LENGTH OF 93.02', TO A SET ROD.
3. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 40°46'47" W, 72.00', TO A SET NAIL. SAID NAIL BEING THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF WALCOTT PLACE (PRIVATE AND 32' IN WIDTH) AND THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH).
4. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 40°46'47" W, 32.00', TO A SET NAIL. SAID NAIL BEING THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WALCOTT PLACE (PRIVATE AND 32' IN WIDTH) AND THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH).
5. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 40°46'47" W, 639.03', TO A SET NAIL.
6. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 540.00', AN ARC LENGTH OF 223.49', A DELTA ANGLE OF 23°55'32", A CHORD BEARING OF S 28°49'01" E, AND A CHORD LENGTH OF 223.86', TO A FOUND ROD.
7. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 16°51'15" W, 268.57', TO A FOUND CONCRETE MONUMENT WITH AN ARROW TIP. SAID CONCRETE MONUMENT BEING AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH) AND THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH).
8. THENCE, CROSSING CREIGHTON ROAD TO THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 53°19'44" W, 63.78', TO A SET ROD.
9. THENCE, WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 18°51'15" E, 248.95', TO A FOUND ROD.
10. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00', AN ARC LENGTH OF 250.55', A DELTA ANGLE OF 23°55'32", A CHORD BEARING OF N 28°49'01" E, AND A CHORD LENGTH OF 248.73', TO A SET NAIL.
11. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60'+ IN WIDTH), N 40°46'47" E, 842.15', TO A SET ROD.

SAID ROD BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 1.842 ACRES OR 80,235 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL "C"

ALL THAT CERTAIN TRACT, PIECE, OR PARCEL OF LAND, BEING IN THE CITY OF RICHMOND, VIRGINIA, AND LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) BETWEEN TATE STREET AND INTERSTATE ROUTE 64, AND BEING A PORTION OF TAX PARCEL NO. E000085501. SAID PARCEL BEING DESIGNATED AS PARCEL "C" ON A PLAN PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED NOVEMBER 14, 2020, ENTITLED, "BOUNDARY SURVEY OF PARCELS COMPRISING THE CREIGHTON COURT HOUSING DEVELOPMENT." SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A SET NAIL MARKING THE SOUTHERN END OF THE DIVISION LINE BETWEEN THE PUBLIC AND PRIVATE RIGHTS-OF-WAY FOR CREIGHTON ROAD. SAID NAIL BEING ON THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PUBLIC AND VARIABLE IN WIDTH) AND BEING SOUTH OF THE SOUTHERN TERMINUS OF KANE STREET, SAID NAIL BEING MARKED P O B 'C' ON THE ABOVE MENTIONED PLAN:

OWNERSHIP & REFERENCES:

RICHMOND REDEVELOPMENT & HOUSING AUTHORITY

D B 534A, PG 403, D B 534B, PG 541, D B 534C, PGS 199, 200 & 201, D B 534D, PGS 20, 21, 23 & 24, D B 534D, PGS 238 & 239, D B 535A, PG 261, D B 535, PGS 381, 456 & 472, D B 535D, PG 29, P B 13, PG 10. LESS & EXCEPT EXCESS LAND AS SHOWN ON DPW DWG # P-11-11-11. LESS & EXCEPT STREET RIGHTS-OF-WAY PER CITY ORDINANCE NO. 60-62-54, ADOPTED MARCH 28, 1980 AS SHOWN ON DPW DWG # O-12008. PLUS AREAS OF STREET RIGHTS-OF-WAY CLOSED PER CITY ORDINANCE NO. 91-183-199, ADOPTED JUNE 23, 1997 & ACCEPTED JULY 23, 1997. PLUS WIDTH R/W MAINTENANCE & UTILITY EASEL RETAINED BY THE CITY OF RICHMOND AS SHOWN ON DPW DWG # O-23117.

- 1. THENCE, WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PUBLIC AND VARIABLE IN WIDTH) WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1011.00', AN ARC LENGTH OF 48.87', A DELTA ANGLE OF 02°38'42", A CHORD BEARING OF N 47°22'00" E, AND A CHORD LENGTH OF 48.87', TO A SET NAIL.
2. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PUBLIC AND VARIABLE IN WIDTH), N 48°41'53" E, 123.78', TO A SET ROD.
3. THENCE, LEAVING THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PUBLIC AND VARIABLE IN WIDTH), ALONG THE COMMON LINE WITH JERRY L. SULLIVAN (TAX PARCEL NO. E000085501), S 78°30'27" E, 171.45', TO A FOUND VDOT CONCRETE MONUMENT. SAID MONUMENT BEING THE POINT OF BEGINNING OF THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PUBLIC, LIMITED ACCESS AND VARIABLE IN WIDTH). SAID MONUMENT ALSO BEING ON THE WESTERN RIGHT-OF-WAY LINE OF TUXEDO BOULEVARD (PUBLIC, UNIMPROVED AND 50' IN WIDTH).
4. THENCE, LEAVING THE COMMON LINE WITH JERRY L. SULLIVAN AND WITH THE WESTERN RIGHT-OF-WAY LINE OF TUXEDO BOULEVARD (PUBLIC, UNIMPROVED AND 50' IN WIDTH), S 27°40'25" E, 833.37', TO A FOUND VDOT CONCRETE MONUMENT. SAID MONUMENT BEING ON THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH).
5. THENCE, WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 83°53'31" W, 106.39', TO A FOUND ROD IN SIDEWALK CUT-OUT.
6. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 994.83', AN ARC LENGTH OF 164.14', A DELTA ANGLE OF 09°27'10", A CHORD BEARING OF S 62°50'54" W, AND A CHORD LENGTH OF 163.96', TO A FOUND ROD IN SIDEWALK CUT-OUT.
7. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 58°07'19" W, 32.00', TO A SET NAIL. SAID NAIL BEING THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF BUNCHE PLACE (PRIVATE AND 32' IN WIDTH) AND THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH).
8. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 58°07'19" W, 32.00', TO A SET NAIL. SAID NAIL BEING THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF BUNCHE PLACE (PRIVATE AND 32' IN WIDTH) AND THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH).
9. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 58°07'19" W, 264.40', TO A SET NAIL.
10. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 60°23'34" W, 511.84', TO A FOUND CONCRETE MONUMENT. SAID MONUMENT BEING THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH) AND THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH).
11. THENCE, WITH THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH), N 29°59'34" W, 64.84', TO A FOUND CONCRETE MONUMENT.
12. THENCE, CONTINUING WITH THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 242.72', AN ARC LENGTH OF 80.24', A DELTA ANGLE OF 18°56'32", A CHORD BEARING OF N 58°12'11" W, AND A CHORD LENGTH OF 79.86', TO A SET ROD.
13. THENCE, CONTINUING WITH THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH), N 48°32'37" W, 205.70', TO A FOUND CONCRETE MONUMENT WITH AN ARROW TIP. SAID CONCRETE MONUMENT BEING AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH) AND THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH).
14. THENCE, WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 18°51'15" E, 268.57', TO A FOUND ROD.
15. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00', AN ARC LENGTH OF 223.49', A DELTA ANGLE OF 23°55'32", A CHORD BEARING OF N 28°49'01" E, AND A CHORD LENGTH OF 223.86', TO A SET NAIL.
16. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 40°46'47" E, 639.03', TO A SET NAIL. SAID NAIL BEING THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WALCOTT PLACE (PRIVATE AND 32' IN WIDTH) AND THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH).
17. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 40°46'47" E, 32.00', TO A SET NAIL. SAID NAIL BEING THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF WALCOTT PLACE (PRIVATE AND 32' IN WIDTH) AND THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH).
18. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 40°46'47" E, 72.00', TO A SET ROD.
19. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND VARIABLE IN WIDTH), WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1011.00', AN ARC LENGTH OF 93.05', A DELTA ANGLE OF 05°18'24", A CHORD BEARING OF N 43°24'59" E, AND A CHORD LENGTH OF 93.02', TO A SET NAIL.

SAID NAIL BEING THE TRUE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 23.217 ACRES OR 1,011,347 SQUARE FEET, MORE OR LESS.

PARCEL AREAS & ACRES LIST:

Table with 2 columns: Parcel ID and Area/Description. Includes Parcel A (10.981 acres), Parcel B (1.842 acres), and Parcel C (23.217 acres).

BOUNDARY SURVEY OF PARCELS COMPRISING THE CREIGHTON COURT HOUSING DEVELOPMENT. CITY OF RICHMOND, VIRGINIA. SCALE 1"=100'

Sheet Status: FINAL. Submittal Date: 02-10-2021.



THE FOLLOWING STREET R/W'S WERE DEDICATED IN WHOLE (OR IN PART) FROM RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY TO THE CITY OF RICHMOND PER CITY ORDINANCE NO. 60-62-54, ADOPTED MARCH 28, 1980 AS SHOWN ON DPW DWG # O-12008, N 29th STREET, CREIGHTON ROAD, WALCOTT PLACE, BUNCHE PLACE, NINE MILE ROAD, TATE STREET AND TUXEDO BOULEVARD.

Job #: TG2005.01. Date: 11-14-2020. Sheet: 1 of 2. Drawn By: WFW. Checked By: WFW.

Table with 2 columns: Rev. # and Rev Date. Includes a Professional Seal for Alison W. Hanson, Land Surveyor, State of Virginia, License No. 0026217, sealed 02-10-2021.

H&B Surveying and Mapping, LLC. insightful solutions, quality service. A DBE/WBE SWaM Certified Business. 2105 Electric Road, SW, Suite 110, Roanoke, VA 24074. 804.904.2559. Survey Produced at Richmond Office Location.

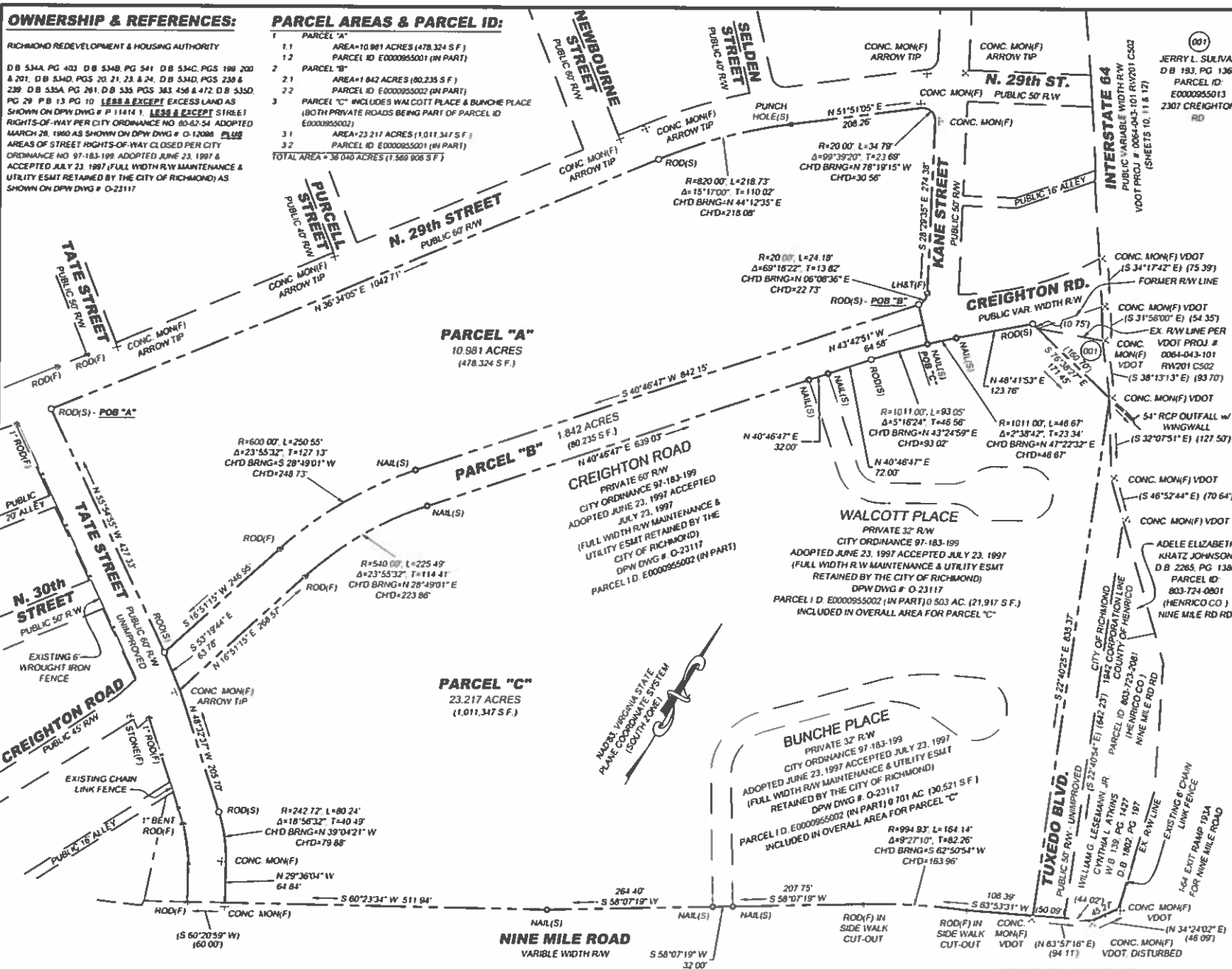


OWNERSHIP & REFERENCES:

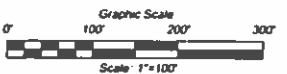
RICHMOND REDEVELOPMENT & HOUSING AUTHORITY
 D B 53A, PG 403 D B 53B PG 541 D B 53C, PGS 199 200 & 201, D B 53D, PGS 20, 21, 23 & 24, D B 53E, PGS 239 & 239, D B 53A PG 261, D B 53S PGS 343 456 & 472, D B 53D, PG 29 P B 13 PG 10
LESS & EXCEPT EXCESS LAND AS SHOWN ON DPW DWG # P 11414.1, **LESS & EXCEPT** STREET RIGHTS-OF-WAY PER CITY ORDINANCE NO 80-62-54 ADOPTED MARCH 28, 1960 AS SHOWN ON DPW DWG # O-12098, **PLUS** AREAS OF STREET RIGHTS-OF-WAY CLOSED PER CITY ORDINANCE NO 97-183-199 ADOPTED JUNE 23, 1997 & ACCEPTED JULY 23, 1997 (FULL WIDTH R/W MAINTENANCE & UTILITY ESMT RETAINED BY THE CITY OF RICHMOND) AS SHOWN ON DPW DWG # O-23117

PARCEL AREAS & PARCEL ID:

- 1.1 PARCEL "A"
AREA=10.981 ACRES (478,324 S.F.)
PARCEL ID: E0000955001 (IN PART)
- 2.1 PARCEL "B"
AREA=1.842 ACRES (80,235 S.F.)
PARCEL ID: E0000955002 (IN PART)
- 3.1 PARCEL "C"
INCLUDES WALCOTT PLACE & BUNCHE PLACE (BOTH PRIVATE ROADS BEING PART OF PARCEL ID E0000955002)
- 3.2 AREA=23.217 ACRES (1,011,347 S.F.)
PARCEL ID: E0000955001 (IN PART)
- TOTAL AREA = 38.040 ACRES (1,569,908 S.F.)



Sheet Status:
FINAL
 Submittal Date:
 02-10-2021



THE FOLLOWING STREET R/W'S WERE DEDICATED IN WHOLE (OR IN PART) FROM RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY TO THE CITY OF RICHMOND PER CITY ORDINANCE NO 80-62-54, ADOPTED MARCH 28, 1960 AS SHOWN ON DPW DWG # O-12098, N. 29th STREET, CREIGHTON ROAD, WALCOTT PLACE, BUNCHE PLACE, NINE MILE ROAD, TATE STREET AND TUXEDO BOULEVARD.

POB "A" COORDINATE	POB "B" COORDINATE	POB "C" COORDINATE
N 3,723,405.78 E 11,801,449.82	N 3,724,258.24 E 11,802,543.28	N 3,724,211.58 E 11,802,589.91

**BOUNDARY SURVEY OF
 PARCELS COMPRISING THE
 CREIGHTON COURT HOUSING
 DEVELOPMENT
 CITY OF RICHMOND, VIRGINIA
 SCALE 1"=100'**

Job #: TG2005.01
 Date: 11-14-2020
 Sheet: 2 of 2
 Drawn By: WFW
 Checked By: WFW

Rev. #	Rev. Date

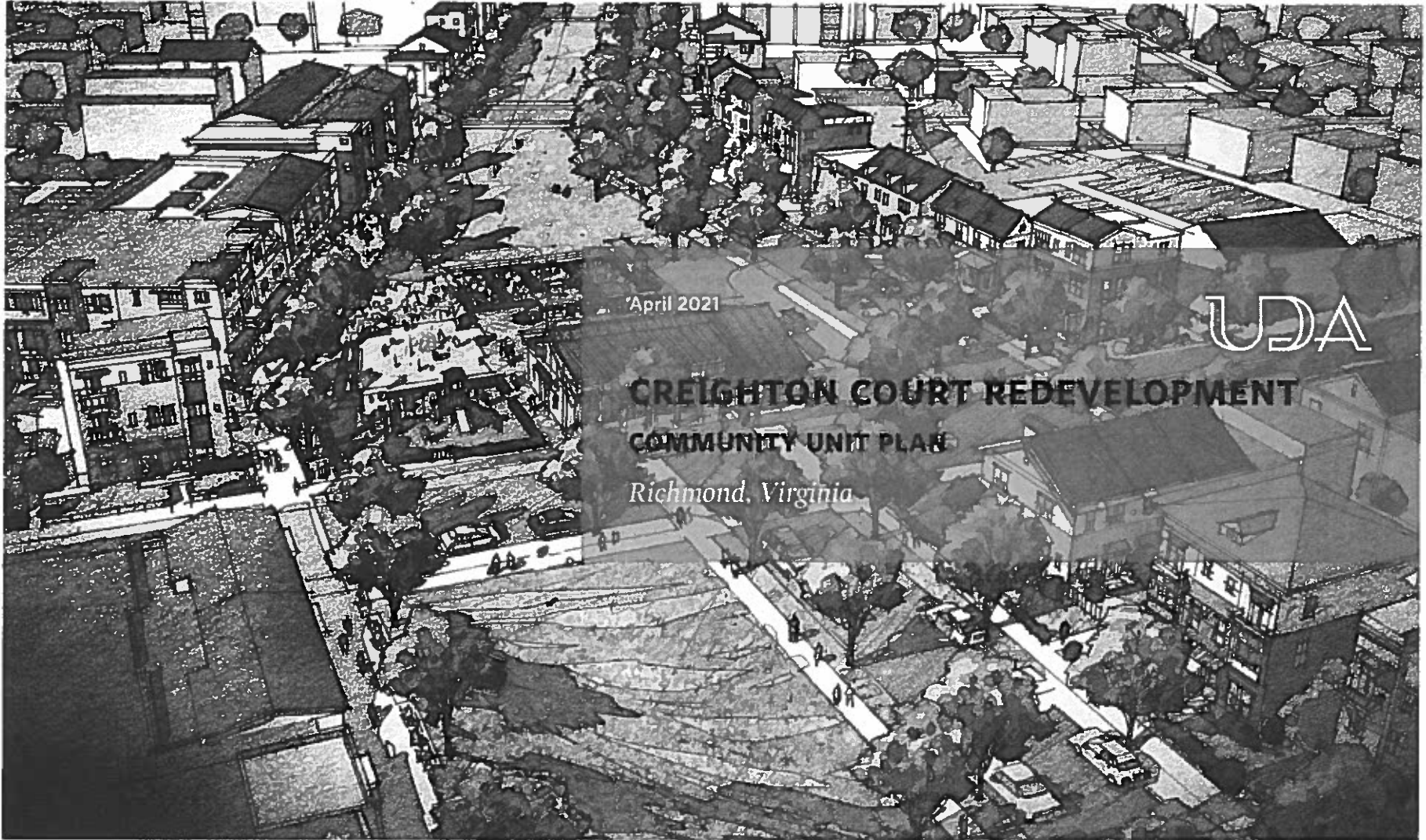
Professional Seal

H&B Surveying and Mapping, LLC
 insightful solutions, quality service
 A DBE/WBE S/WaM Certified Business

Survey Produced at Richmond, Virginia
 614 Moorefield Park Drive
 Richmond, VA 23206
 804.330.3761 Office 804.659.5330 Fax

2103 Electric Road SW, Suite 103
 Roanoke, VA 24024
 540.804.2559 Office



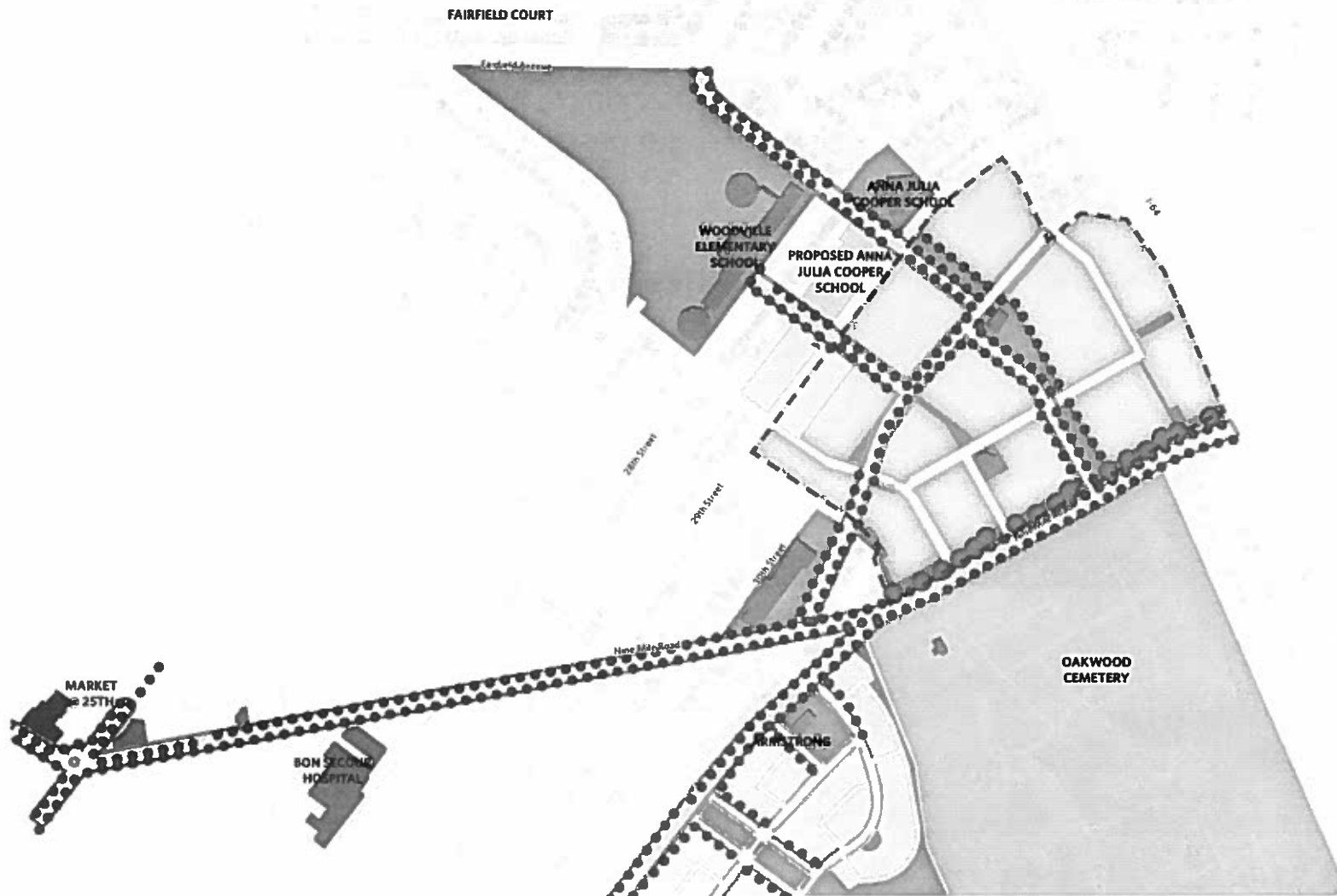


April 2021

UDA

CREIGHTON COURT REDEVELOPMENT
COMMUNITY UNIT PLAN

Richmond, Virginia



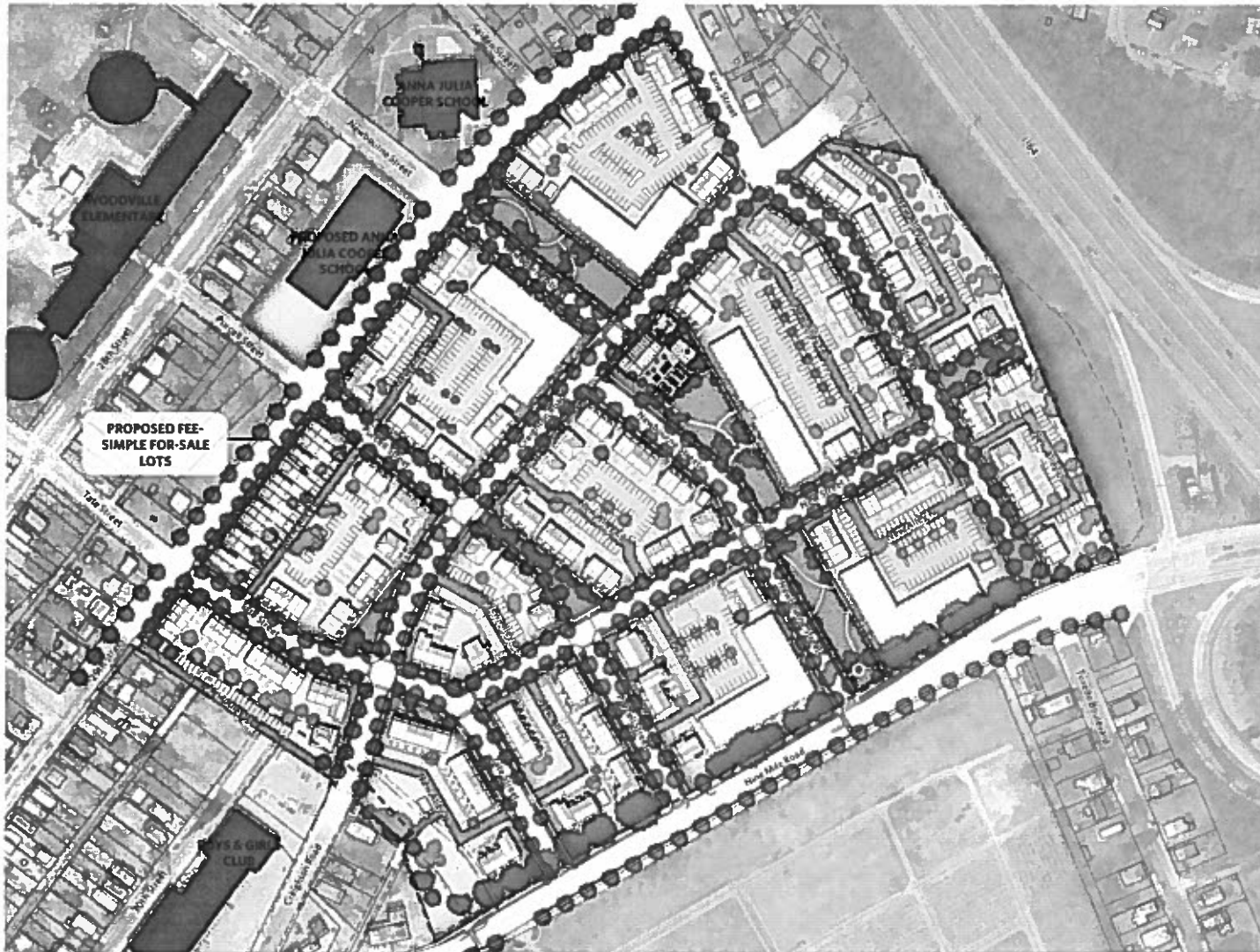
UPBAN DESIGN ASSOCIATES

NEIGHBORHOOD DIAGRAM

4021 MARKET STREET, FREDERICKTOWN, VA 22430-1000 | 434.321.1000



Neighborhood diagram



Location Plan

RESIDENTIAL PROGRAM (APPROXIMATE)

Fee Simple For Sale Lots	16 Minimum
Mixed Income Rental Units	684
TOTAL	700 MAXIMUM

PARKING PROGRAM (APPROXIMATE)

On-Street	340
Off-Street	720
TOTAL	1,060

- LUMP BOUNDARY
- BUILDING
- COMMUNITY GREEN SPACE
- PARKING LOTS
- PATHS AND SIDEWAYS
- GREEN SPACE AROUND BUILDING

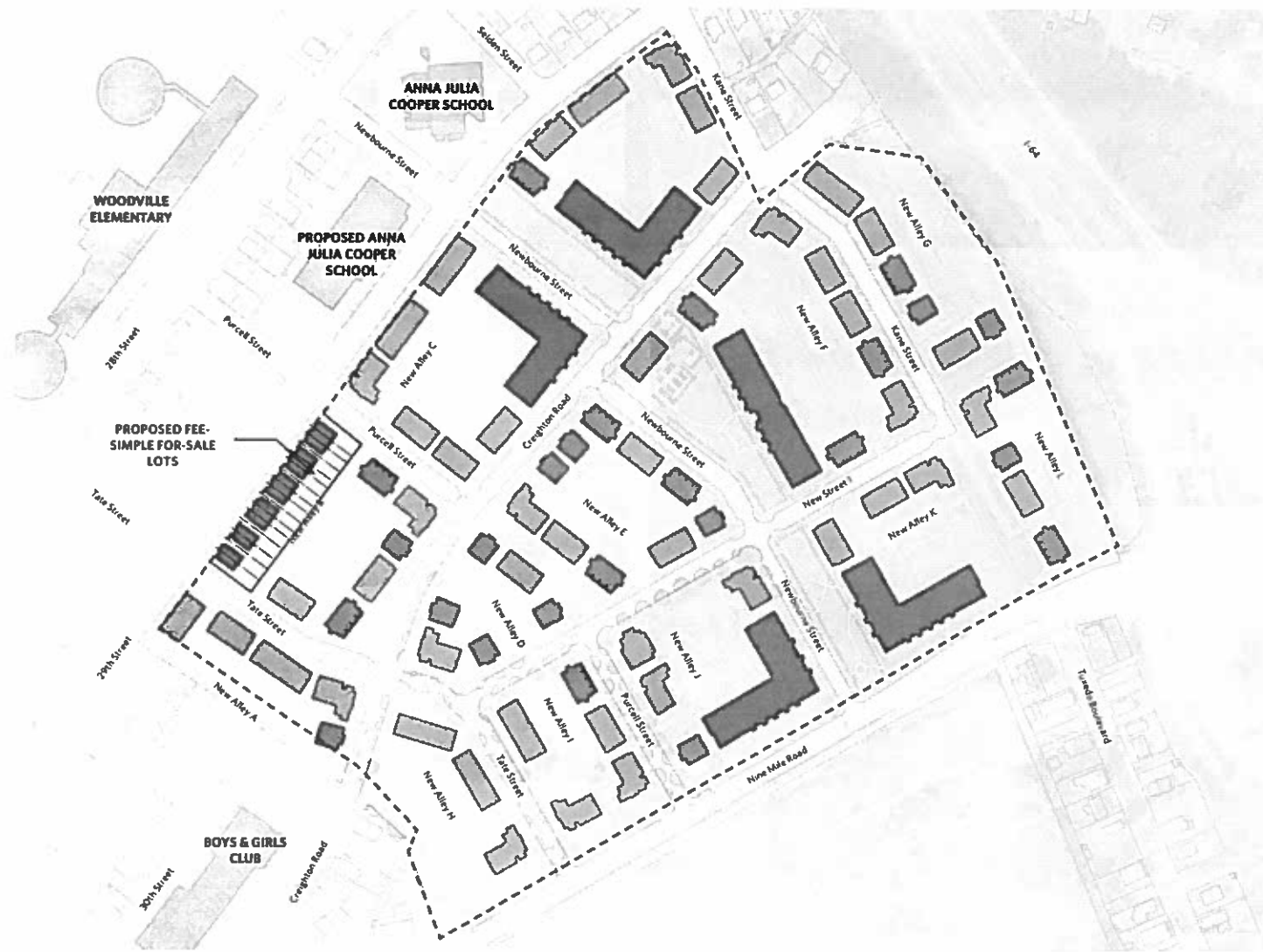
ILLUSTRATIVE MASTER PLAN

COMMUNITY DEVELOPMENT DEPARTMENT • 1100 W. WASHINGTON • SPRINGFIELD, APRIL 2021



Illustrative Master Plan

URBAN DESIGN ASSOCIATES



BUILDING TYPOLOGY DIAGRAM

REVISIONS: 01/2014 - PRELIMINARY; 02/2014 - PRELIMINARY; 03/2014 - PRELIMINARY; 04/2014 - PRELIMINARY

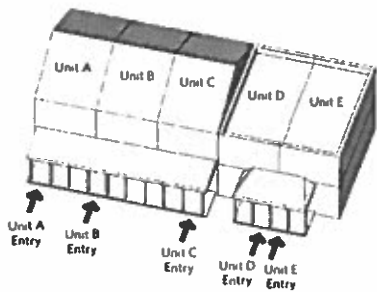
- CLIP BOUNDARY
- SINGLE-FAMILY TOWNHOUSES
- MULTI-FAMILY TOWNHOUSES
- MULTI-FAMILY STACKED TOWNHOUSES AND FLATS
- MULTI-FAMILY CORRIDOR BUILDINGS
- COMMUNITY AMENITY BUILDINGS



Illustrative Master Plan



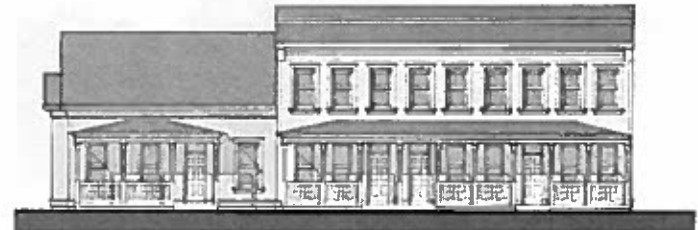
Church Hill Townhouse Precedents



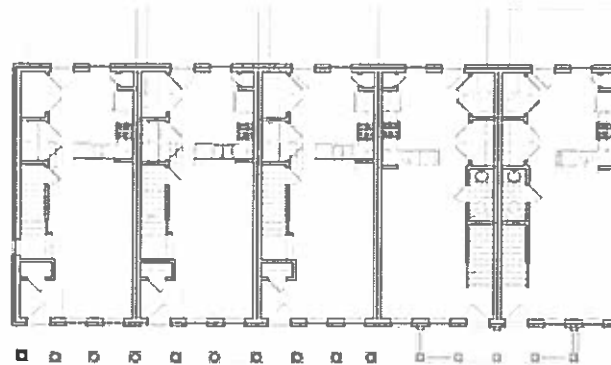
3D Diagram example of Townhouse building type



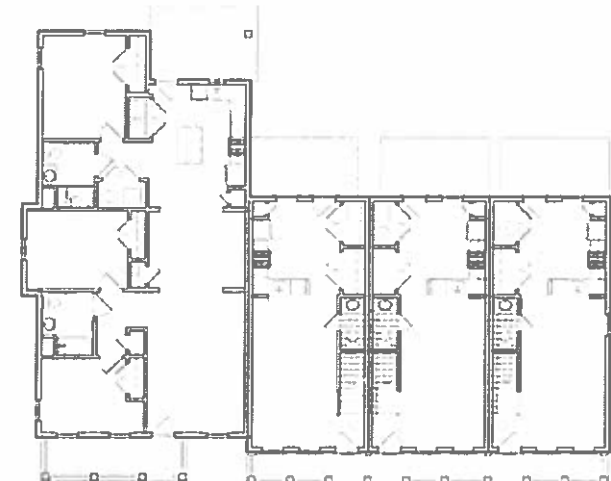
Elevation — Row of five Townhouses*



Elevation — Row of four Townhouses*



Floor plan — Row of five Townhouses*



Floor Plan — Row of four Townhouses*

* Elevations and plans shown are representative and express general character only

BUILDING TYPES — TOWNHOUSE

AMERICAN CITIES FIELD RESEARCH CENTER REPORT NUMBER 2 APRIL 2003



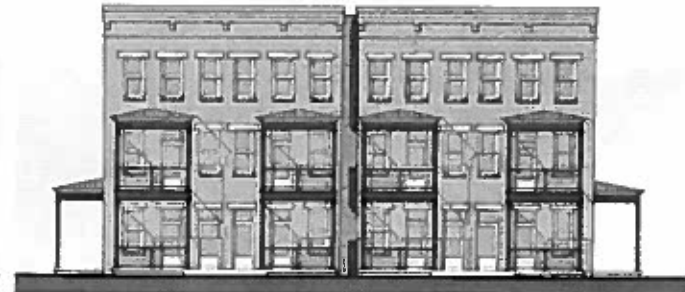
Building Types — Townhouse



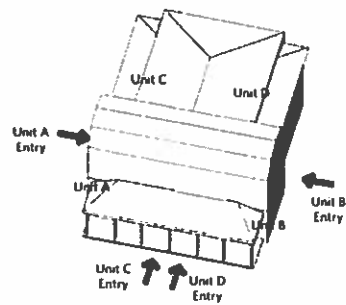
Church Hill Precedents



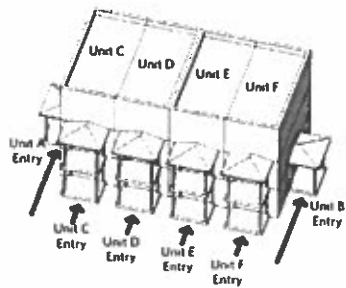
Elevation -- Stacked Flats*



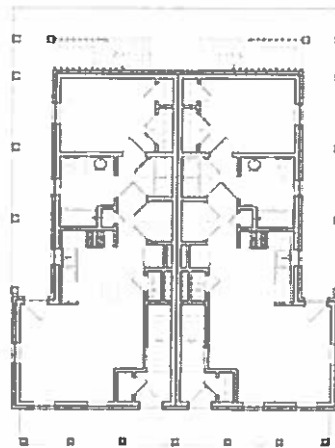
Elevation -- Stacked Townhouses*



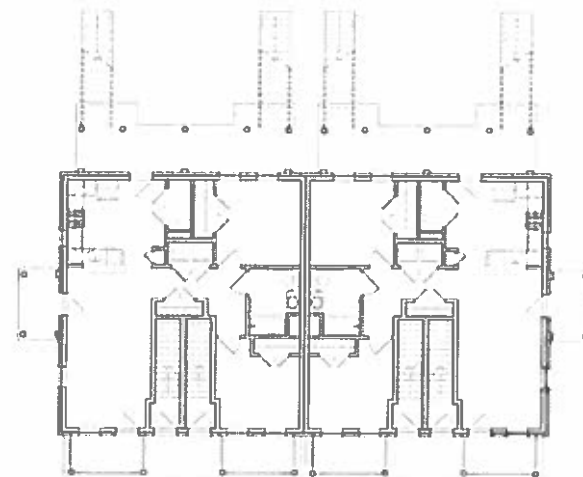
3D Diagram example of Stacked Flats building type



3D Diagram example of Stacked Townhouse building type



Floor Plan -- Stacked Flats*



Floor Plan -- Stacked Townhouses*

* Elevations and plans shown are representative and express general character only

BUILDING TYPES — STACKED TOWNHOUSES AND FLATS



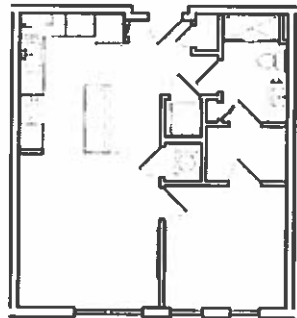


Multi-Family Building Precedents

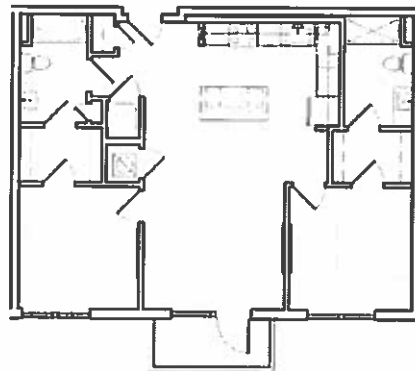


Elevation — Multi-Family Corridor Building*

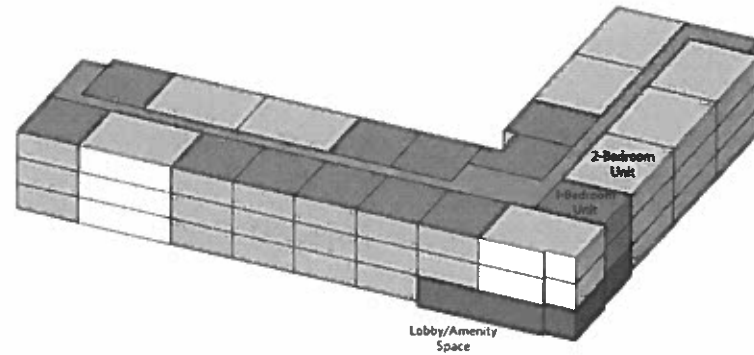
1/16" = 1' 0 8 16 40 Feet



Floor Plan — Typical 1-Bedroom Unit*



Floor Plan — Typical 2-Bedroom Unit*



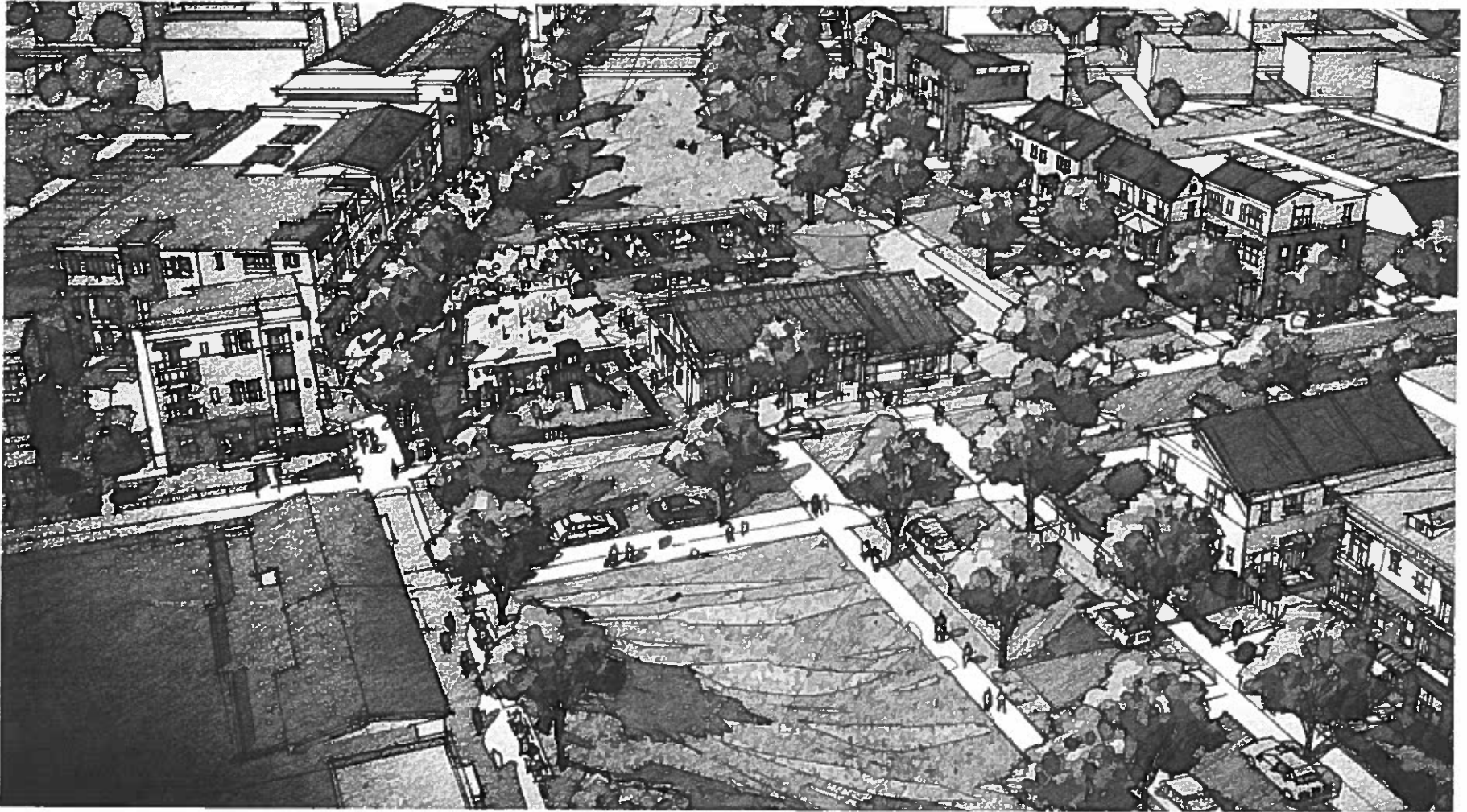
3D Diagram example of Multi-Family Corridor building type

Lobby/Amenity Space

* Elevations and plans shown are representative and express general character only

BUILDING TYPES — MULTI-FAMILY CORRIDOR BUILDING

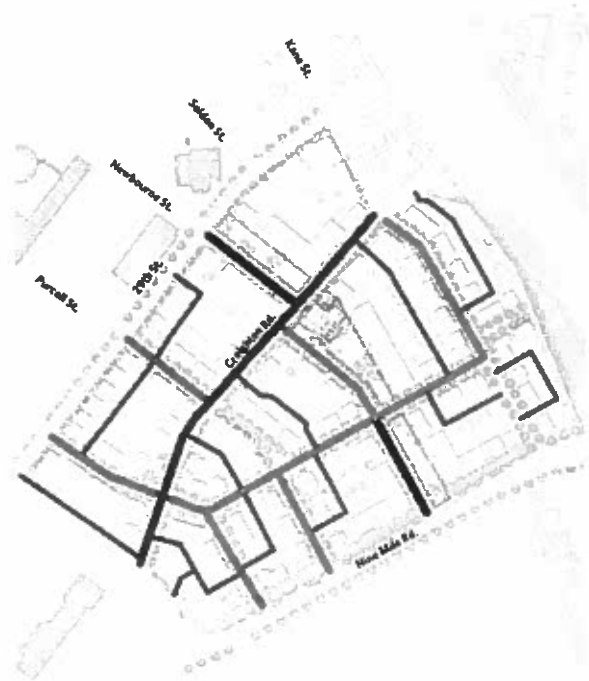
3/32" = 1' 0 8 16 32 Feet



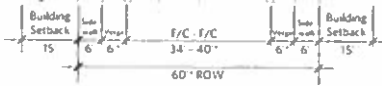
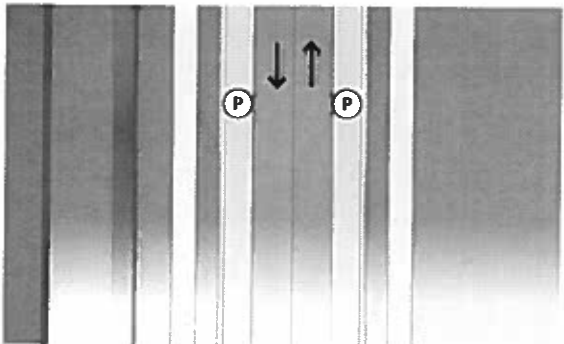
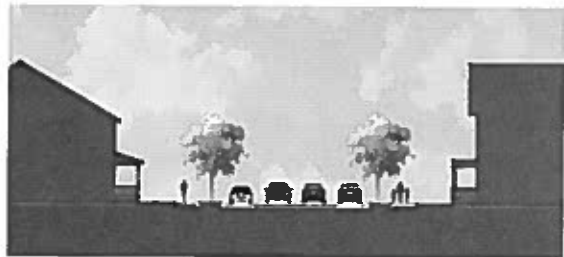
Perspective View Looking South down the Linear Open Space

OPEN SPACE — VIEW OF LINEAR PARK

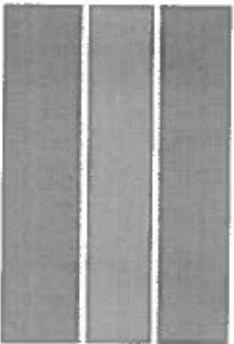
SCALE: 1/8" = 1'-0" (VERTICAL SCALE AS NOTED) VERIFICATION: 12/2016 (REV)



Street Section Key



Creighton Road



Alley (20' Right-of-Way)

STREET SECTIONS

SCALE: 1/4" = 1'-0" (VERTICAL SCALE: 1" = 4'-0")

* OR AS APPROVED BY THE DIRECTOR OF DPW DURING CONSTRUCTION PLAN REVIEW
NOTE: PAVEMENT SECTIONS TO BE REVIEWED & APPROVED BY THE DIRECTOR OF DPW DURING CONSTRUCTION PLAN REVIEW.



CITY OF RICHMOND

PLANNING COMMISSION

JULY 6, 2021

RESOLUTION OF THE RICHMOND CITY PLANNING COMMISSION APPROVING THE CREIGHTON COURT REDEVELOPMENT PRELIMINARY COMMUNITY UNIT PLAN

WHEREAS, a request has been submitted to create the Creighton Court Redevelopment Community Unit Plan and;

WHEREAS, the purpose of such community unit plan will create the development standards for approximately 38 acres of land known as 3100 Nine Mile Road, 3070 Nine Mile Road, 2101A Creighton Road and portions of adjacent unimproved public rights-of-way in Tate Street and Tuxedo Boulevard, under certain terms and conditions; and

WHEREAS, the Commission has reviewed said request, as depicted in the plan entitled "Creighton Court Redevelopment, Community Unit Plan, Richmond, Virginia," prepared by Urban Design Associates, and dated April, 2021, and received a report from the Department of Planning and Development Review, and found said request to be consistent with the regulations of the Zoning Ordinance and Master Plan; and

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Richmond, Virginia, in accordance with Division 30 of Chapter 30 of the Code of the City of Richmond (2020), as amended, hereby determines that the proposed Preliminary Community Unit Plan will adequately safeguard the health, safety and welfare of the occupants of the adjoining and surrounding properties, will not unreasonably impair an adequate supply of light and air to adjacent properties, will not unreasonably increase congestion in streets and will not increase public danger from fire or otherwise unreasonably affect public safety and will not diminish or impair the established values of property in surrounding areas;

AND BE IT FURTHER RESOLVED that the Planning Commission having held a public hearing on the proposed Creighton Court Redevelopment Community Unit Plan on July 6, 2021, hereby approves said Preliminary Community Unit Plan, subject to the following conditions:

1. The Final Plan application for the first phase of development of the Project must be submitted to the Department of Planning and Development Review within five years after the effective date of the CUP ordinance. In the event the required application is not submitted to the Department of Planning and Development Review within five years after the effective date of the CUP ordinance, the CUP ordinance shall be null and void and of no further effect.
2. Applications for building permits for the first phase of development must be submitted within five years of the date of City Planning Commission approval of the initial Final Plan. Plans submitted for building permit approval shall be generally in conformance with the Final Plans approved by the City Planning Commission. In the event the required submission is not made within five years of the date of City Planning Commission approval of the initial Final Plan, this ordinance shall be null and void and of no further effect.
3. That solid vinyl shall not be a permitted building siding material.

CHAIR

Rodney M. Poole

SECRETARY

Matthew J. Ebinger

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.

Date: March 9, 2026

TO: Virginia Housing
 601 South Belvidere Street
 Richmond, Virginia 23220 2025 Tax Credit Reservation Request
 Name of Development Creighton Phase C
 Name of Owner Creighton Phase C, LLC


RE:
 Creighton Phase C
 Creighton Phase C LLC

Ladies and Gentlemen:

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

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

- 2,640 feet or 1/2 mile of the nearest access point to an existing commuter rail, light rail or subway station; OR
- 1,320 feet or 1/4 mile of the nearest access point to an existing public bus stop 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 Timmons Group
 By Sam Castonguay 
 Its Senior Project Manager
 Title

Digitally signed by Sam Castonguay
 DN: cn=Sam Castonguay@timmons.com,
 o=Sam Castonguay
 Date: 2026.03.09 16:41: 0 D:4'00



Tab L:

PHA / Section 8 Notification Letter

PHA or Section 8 Notification Letter

Date: March 2, 2026

To: Ms. Fatimah Smothers- Hargrove
Vice President, HCVP & TSO
Richmond Redevelopment & Housing Authority

Re: Proposed Affordable Housing Development

Name of Development: Creighton Phase C

Name of Owner: Creighton Phase C 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 June 1, 2029 (date).

The following is a brief description of the proposed development:

Development Address: 3100 Newbourne Street, Richmond, VA

Proposed improvements:

New Construction:	# Units	<u>57</u>	# Buildings	<u>1</u>
Adaptive Reuse	# Units	_____	# Buildings	_____
Rehabilitation:	# Units	_____	# Buildings	_____

Proposed Rents:

Efficiencies:	\$ _____ / month
1 Bedroom Units:	\$ <u>1,520.00</u> / month
2 Bedroom Units:	\$ <u>1,633.00</u> / month
3 Bedroom Units:	\$ <u>2,028.00</u> / month
4 Bedroom Units:	\$ _____ / month

Tab M:

Intentionally Blank

Tab N:

Homeownership Plan

N/A

Tab O:

Plan of Development Certification Letter

N/A

Tab P:

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

N/A

Tab Q:

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

Authority to Use Grant Funds

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

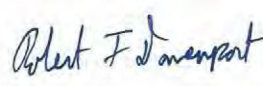
To: (name & address of Grant Recipient & name & title of Chief Executive Officer) Ms. Lenora G. Reid Acting Chief Administrative Officer Richmond Development and Housing Authority 1500 E. Main Street, Suite 400 Richmond, VA 23219	Copy To: (name & address of SubRecipient) Mr. Damon Duncan Executive Director Richmond Redevelopment and Housing Authority 901 Chamberland Parkway Richmond, VA 23220
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We received your Request for Release of Funds and Certification, form HUD-7015.15 on	January 17, 2020
Your Request was for HUD/State Identification Number	VA007, Creighton Court Phase I

All objections, if received, have been considered. And the minimum waiting period has transpired.
 You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.
 File this form for proper record keeping, audit, and inspection purposes.

This Authority to Use Grant Funds addresses the Richmond Redevelopment and Housing Authority (RRHA) Section 18 Demolition/Disposition Program at the Creighton Court Apartments, 2201 Creighton Road, Richmond, VA 23223.

RRHA is proposing the demolition and disposition of 192 units of 32 townhouses and garden style apartment buildings in Creighton Court, a large public housing community of 504 units in its entirety. The Phase I is approximately 11.06 acres, about 1/3 of Creighton Court's total 29.05 acres. RRHA is proposing to remove this portion of the development as part of an overall strategy to transform its public housing developments.

Typed Name of Authorizing Officer Robert F. Davenport Title of Authorizing Officer Director, PH Program Center, Richmond VA	Signature of Authorizing Officer X 	Date (mm/dd/yyyy) 04/01/2020
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OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Chicago, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 913-8892

March 4, 2021

Ms. Stacey Daniels-Fayson
Executive Director
Richmond Redevelopment and Housing Authority
901 Chamberlayne Parkway
Richmond, Virginia 23220-2309

Dear Ms. Daniels-Fayson:

The U.S. Department of Housing and Urban Development's (Department) Special Applications Center (SAC) has reviewed the Richmond Redevelopment and Housing Authority's (RRHA) application for the demolition of 32 dwelling buildings containing 192 dwelling units and disposition of 11.06 acres of vacant land at Creighton Court, VA007000005. The Department initially received applications DDA0010314 on January 10, 2020 via the Inventory Management System/Public and Indian Housing Information Center (IMS/PIC) system. The Department discontinued processing on February 5, 2020, due to legal issues that needed to be clarified. The RRHA was resubmitted on February 8, 2020. Supplemental information was received through March 2, 2021.

Office of Public Housing and Fair Housing & Equal Opportunity Certification

The City of Richmond certified their Environmental Review (ER) assessment was in accordance with 24 CFR part 58 on December 6, 2019. The recipient submitted a Request for Release of Funds (RROF), HUD form 7015.15 on January 17, 2020. The RROF was authorized by the HUD Richmond Office of Public Housing (OPH) on April 1, 2020.

HUD's Office of Fair Housing and Equal Opportunity (FHEO) monitors PHA compliance with civil rights requirements through or in connection with HUD programs, including Section 18 disposition. Civil rights requirements include, but are not limited to, those outlined at 24 CFR 5.105(a), Title VI of the Civil Rights Act of 1964 and its implementing regulations at 24 CFR part 1, Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 24 CFR part 8, as well as Titles II and III of the Americans with Disabilities Act, and Executive Order 11063 and its implementing regulations at 24 CFR part 107. On August 26, 2020, the Philadelphia HUD Office of FHEO provided a memorandum to the SAC indicating it had reviewed this application and had no objection to SAC approving this application.

Under 24 CFR 970.7(a)(1), in order for a demolition or disposition application to be approved after November 24, 2006, the effective date of this regulation, a Public Housing Agency (PHA) must provide a certification that the PHA has described the demolition or disposition in the PHA Annual Plan and timetable under 24 CFR part 903, and that the

description in the PHA Annual Plan is identical to the application submitted pursuant to this part and otherwise complies with Section 18 of the Act (42 U.S.C. 1437p) and this part.

The RRHA submitted an Agency Annual Plan to the Richmond OPH on July 17, 2018, which includes a description of the proposed demolition action at the development. The HUD Richmond OPH approved the Agency Annual Plan on September 28, 2018.

Development History

The RRHA has received the following Inventory Removal approvals at the development

PIC Application	Removal Type	Number of Units Approved	Number of Acres Approved	Date of Approval
DDA002642	Demolition	2	0.35	12/18/2008

Demolition:

Description and Proposed Removal Action

The Richmond RHA proposed the demolition of 32 dwelling buildings containing 192 dwelling units at Creighton Court, VA007000005. Details of the proposed demolition are as follows:

Creighton Ct, VA007000005						
DOFA:9/6/1953						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units	0	121	207	129	47	504
Proposed Units	0	32	94	52	14	192
Number of Dwelling Buildings Existing						86
Number of Dwelling Buildings Proposed						32
Number of (Dwelling and Non-Dwelling) ACC Units in PHA's Total Housing Inventory for All Developments						3720
Building Number Per PIC: CA25, CA39, CA59, CA63, CA66, CA74, CA75, CA76, CA77 CB37, CB38, CB40, CB60, CB62, CB67, CB69, CB70, CB71, CB78, CB80, CB82, CB84 CC58, CC64, CC65, CC72, CC73, CC79, CC83 CD36, CD61, CD68, CD81						

Reason for Action (Justification)

The RRHA proposed the demolition in accordance with the criteria set forth in 24 CFR 970.15 and PIH Notice 2021-07, and has certified in the PHA Certification in Demolition and Disposition Addendum HUD-52860-A that the buildings or units proposed for demolition are obsolete as to physical condition, location, or other factors, making them unsuitable for housing purposes, and no reasonable program of modifications is cost-effective to return the portion of the public housing project to useful life.

RRHA is proposing the demolition of 192 units in Creighton Court, a large community of 504 units in its entirety. The demolition of the 32 buildings containing 192 units (Phase I) will allow RRHA to begin its strategy to transform Creighton Court, which suffers from extensive capital repair needs. Demolition and the resulting redevelopment will also address the development's poor design and configuration (lack of orientation of units to the street; lack of parking; lack of connectivity to neighborhoods; lack of public space; poor character of public space; etc.). Most importantly, demolition and disposition will allow RRHA to access alternative funding sources to transform Creighton Court and provide affordable housing options for the Richmond community. A registered architect inspected the Creighton Court public housing units and provided a Physical Condition Assessment (PCA) that was included with the application.

The Total Development Cost (TDC) limit for the units proposed for demolition is calculated below. The Department used the TDC applicable at the time of submission of this demolition application.

TDC per Notice PIH-2011-38; Year: 2019			
Type of Structure: Row Dwelling			Area: Richmond, VA
Bedroom Size	Number of Unit	TDC/Unit	Total Cost
1-BR	32	\$189,533	\$6,065,056
2-BR	94	\$229,388	\$21,562,472
3-BR	52	\$279,416	\$14,529,632
4-BR	14	\$331,124	\$4,635,736
TOTAL	192		\$46,792,896

The RRHA provided an estimate of itemized rehabilitation costs, based upon the existing conditions of the units, which is included in Exhibit - B at the end of this document. SAC made some adjustments to the items and amounts included, which are also shown on Exhibit - B. The RRHA estimated a total of \$89,296,397,91 in rehabilitation costs. After the SAC adjustments, rehabilitation is estimated to cost \$28,929,122, which is 61.82% of the TDC limit.

The Department concurs with the RRHA's determination that the development is obsolete as to physical condition, location, or other factors, making them unsuitable for housing purposes, and no reasonable program of modifications is cost-effective to return the portion of the public housing project to useful life; and the partial demolition will help to ensure the viability of the remaining portion of the development.

Demolition Cost

The application states that it will cost approximately \$750,000 to demolish the subject units/buildings at Creighton Court, VA007000005. The RRHA plans to use FFY 2020 funds from CFP to cover the cost of demolition.

Relocation

When the application was developed and transmitted to the Department, 192 units proposed for disposition were occupied. RRHA certified in the application that it will comply

with all applicable relocation requirements of 24 CFR 970.21 and will carry out and implement this removal action including relocation, in conformity with all applicable civil rights requirements. RRHA resident services staff will meet with each household to conduct a needs assessment to fully understand the relocation needs of each family. If residents wish to relocate with housing choice vouchers (HCV), RRHA staff will assist the households in locating available properties, scheduling inspection visits and interviews, arranging transportation, etc. The RRHA estimated the relocation cost for the remaining residents to be \$150,000.00, which includes moving expenses and counseling/advisory services. The funds for relocation are allocated under Capital Fund in FY 2020. The housing resources offered will be HCV and other public housing units.

Disposition:

Description and Proposed Removal Action

After the demolition, the RRHA proposed the disposition of 11.06 acres of vacant land at Creighton Court, VA007000005. Details of the proposed disposition are as follows:

Creighton Court, VA007000005	
Existing Land	35.50 Acres
Proposed Land	11.06 Acres

Reason for Action (Justification)

The RRHA proposed the disposition in accordance with 24 CFR 970.17(c) and has certified in HUD Form 52860-A that the disposition is appropriate for reasons that are in the best interests of the residents and the PHA, are consistent with the goals of the PHA and the PHA plan and are otherwise consistent with the Housing Act. The RRHA proposes disposition of the land upon completion of the demolition to redevelop the site utilizing Low Income Housing Tax Credits (LIHTC). The redeveloped site will be a mixed-income community that is less dense, consisting of single-family homes and duplexes. This strategy is consistent with the City's overall master plan for redevelopment.

Appraisal

The RRHA submitted an appraisal with the application. Francis Omorodion, an independent appraiser, determined the Fair Market Value (FMV) to be \$9,000,000, as of May 5, 2019.

Negotiated Sale

It is anticipated that the method of disposition will be a negotiated lease at below FMV. Ongoing discussion with the developer will determine the terms of the ground lease. RRHA will notify HUD of the method of disposition and terms of the ground lease once finalized.

Commensurate Public Benefits

In accordance with 24 CFR 970.19(d), HUD may authorize a PHA to dispose of property at less than FMV (where permitted by state law) based on a commensurate public benefit to the community, the PHA, or the federal government. HUD determines commensurate public benefit on a case-by-case basis. In its application, RRHA requested that HUD find a commensurate public benefit based on the proposed future use of the property as low-income housing, including 66 newly developed project-based voucher (PBV) units. Therefore, although the negotiated sale price is less than FMV, because of the benefits arising from the negotiated sale, it is in the best interest of the public housing residents and the PHA, and will result in a commensurate public benefit, as required in 24 CFR, Part 970.19.

Use of Proceeds

According to the Office of the Chief Financial Officer, there is no outstanding debt for Creighton Court, VA007000005. The RRHA is not anticipating net proceeds from the demolition/disposition of 192 public housing units in Creighton Court. RRHA states that any lease payment will be in the form of seller financing with no cash to be received by RRHA at closing. If RRHA does receive proceeds from the transaction, RRHA must comply with all guidance set forth in PIH Notice 2020-23.

Resident Consultation

1. Project Specific Resident Organization: Creighton Court Resident Tenant Organization (CCRTO)
2. PHA-wide Resident Organization: Richmond Tenant Organization (RTO)
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: RAB

24 CFR 970.9(a) requires that an application for demolition/disposition be developed in consultation with residents who will be affected by the proposed action, any resident organizations for the development, PHA-wide resident organizations that will be affected by the demolition/disposition, and the Resident Advisory Board (RAB). The PHA must also submit copies of any written comments submitted to the PHA and any evaluation that the PHA has made of the comments. The RRHA held a series of meeting with the RAB and residents on January 31, 2019; February 28, 2019; May 9, 2019; May 30, 2019 (Annual Plan Meeting); September 5, 2019; and November 11, 2019. RRHA discussed the transformation plan for Creighton Court and disseminated a FAQ document to residents to clarify points of confusion. Copies of the sign-in sheets and presentation materials were included with the application.

Offer for Sale to the Resident Organization

24 CFR 970.9(b) (1) of the regulations requires that a public housing agency offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964, or to a

nonprofit organization acting on behalf of the residents, if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. The RRHA made a formal offer to purchase the subject property to the president of the Richmond Tenant Organization (RTO) via a letter dated August 28, 2019. As no response was received from the RTO, the RRHA has satisfied the requirements of 24 CFR 970.9(b) (1).

Mayor/Local Government Consultation

As required by 24 CFR 970.7(a) (14), the application package includes a letter of support from the Honorable Levar M. Stoney, Mayor of the City of Richmond October 1, 2019.

As required by 24 CFR 970.7(a) (13), the RRHA's Board of Commissioners approved the submission of the demolition/disposition application for the proposed property on January 15, 2020. The last resident consultation was on November 11, 2019. The consultation with the local government took place on October 1, 2019.

Approval

The Department has reviewed the application and finds it to be consistent with Section 18 of the Act, and the implementing regulations, 24 CFR part 970, including requirements related to resident consultation, relocation, and opportunity to purchase the property by the resident organization. Based upon the review, the Department finds that the requirements of 24 CFR part 970 and Section 18 of the Act have been met, the proposed demolition and disposition at Creighton Court, VA007000005, as described in the application and identified below, are hereby approved.

Demolition:

Creighton CT, VA007000005						
DOFA: 9/6/1953						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units		124	206	128	46	504
Approved Units		32	94	52	14	192
Number of Dwelling Buildings Existing						86
Number of Dwelling Buildings Approved						19
Number of Non-Dwelling Buildings Existing						0
Number of Non-Dwelling Buildings Approved						0
Number of (Dwelling and Non-Dwelling) ACC Units in PHA's Total Housing Inventory for All Developments						3592
Building or Unit Number Per PIC: CA25, CA39, CA59, CA63, CA66, CA74, CA75, CA76, CA77 CB37, CB38, CB40, CB60, CB62, CB67, CB69, CB70, CB71, CB78, CB80, CB82, CB84 CC58, CC64, CC65, CC72, CC73, CC79, CC83 CD36, CD61, CD68, CD81						

Disposition:

Creighton Court, VA007000005				
Approved for Disposition: Acres: 11.06				
Total Units to be Redeveloped 248	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Rental	0	122	66	60
Acquiring Entity (Rental Units)	Tax credit entity TBD			
Method of Sale	Negotiated ground lease at below FMV			
Lease Price	TBD			
Purpose	Development of mixed-income housing			

Conditions

The RRHA shall ensure that 188 units of other housing are developed on the property and operated as affordable and reserved for families at or below 80 percent of AMI for a period of not less than 30 years.

These use restrictions requiring that the acquiring entity (TBD) develop and operate the properties as 188 units affordable at incomes at or below 80 percent of AMI for 30 years, must be enforced by use agreements, or other legal mechanisms as determined by the HUD Richmond OPH. Such use restriction documents must be recorded in a first priority position against the properties, prior to any financing documents or other encumbrances, and remain in effect even in the event of default or foreclosure on the properties.

- The acquiring entity shall maintain ownership and operation of the property during the use restriction period. The owner shall not convey, sublease or transfer the property approved for this disposition without prior approval from the RRHA and the Department at any point during the period of use restriction;
- The use restrictions shall be covenants that run with the land, and shall bind and inure to the benefit of the parties, their successors and assigns, and every party now or hereafter acquiring any right, title, or interest therein or in any part thereof;
- Certain involuntary transfers of the property, such as to a secured lender upon default under the security documents, or pursuant to foreclosure, may occur, with the use restrictions surviving the transfer. Any subsequent transfers shall require prior written approval from the RRHA and HUD; and
- The RRHA is responsible for monitoring and enforcing these use restrictions during the period they are in effect.

Though RRHA will not realize proceeds from this disposition, if changes occur that result in the generation of proceeds, RRHA must comply with the guidance set forth in PIH Notice 2020-23.

Notwithstanding this approval, the PHA shall not proceed to enter into any long-term ground lease or disposition agreement until all residents have been relocated and until all demolition actions at the development (that were previously approved by HUD) are complete.

The HUD Richmond OPH, with concurrence from the HUD Office of the General Counsel (OGC), must approve all acquiring entities, terms and conditions in the conveyance of real property, whether in whole or in part, described in this approval. If there are previous land and/or use agreements or encumbrances, other than the Declaration of Trust (DOT), disposition approval and release of the DOT does not circumvent or supersede those obligations.

Other Requirements

The Department reminds the RRHA that pursuant to 24 CFR 970.21(c)(2), if any of the following types of federal financial assistance is used in connection with the demolition of public housing, the project is subject to section 104(d) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(d) (as amended), including the relocation payment provisions and the anti-displacement provisions, which require that comparable replacement dwellings be provided within the community for the same number of occupants as could have been housed in the occupied and vacant, occupiable low- and moderate-income units:

- Community Development Block Grant (CDBG) program, 42 U.S.C. 5301 et seq. (including loan guarantees under section 108 of the Housing and Community Development Act of 1974, 42 U.S.C. 5308 et seq.); or
- IIOME program, 42 U.S.C. 12701 et seq.

Please contact the HUD Richmond OPH for additional guidance, if applicable.

Operating Subsidy

Please be aware that in accordance with 24 CFR 990.114, the demolition of these units will affect RRHA's operating subsidy eligibility. Please contact your Portfolio Manager at the HUD Richmond OPH for additional guidance.

Tenant Protection Vouchers

PIH Notice 2017-10 provides that Tenant Protection Vouchers (TPV) may be available to PHAs based on demolition that temporarily or permanently remove units from a PHA's public housing inventory and distinguishes TPVs into two classes: Relocation TPVs and Replacement TPVs.

- **Relocation TPVs:** HUD provides relocation TPVs in cases where the public housing units will be replaced in connection with the demolition. Relocation TPVs assist PHAs with relocating residents and must be offered to displaced residents. Relocation TPVs cannot be reissued by the PHA after the initial resident that received the TPV ends participation in the program. The maximum number of relocation TPVs that a PHA is eligible to receive is

based occupancy of the public housing units at the time the TPV application (HUD-52515) is submitted to HUD. A PHA’s relocation TPV award may be less (but not more) than the PHA’s maximum relocation TPV award identified below.

- **Replacement TPVs:** HUD provides replacement TPVs in cases where the public housing will not be replaced in connection with the demolition and become part of the PHA’s permanent voucher program. Replacement TPVs must be used first to assist displaced residents. Any remaining replacement TPVs can then be issued to families on its waiting list and/or project-based in accordance with all applicable Section 8 rules. The maximum number of replacement TPVs that a PHA is eligible to receive is based occupancy of the public housing units at the time the demolition application is approved by HUD. A PHA’s replacement TPV award will not change from the maximum award identified below unless its redevelopment plans change, and it decides to develop replacement public housing units in connection with the demolition. RRHA must keep HUD updated on any changes and submit a request to amend this approval if it’s redevelopment plan change.

At the time of this approval, 106 public housing units were occupied, and 81 units were occupied within the previous 24 months. In connection with this demolition/disposition, the RRHA does not intend to develop public housing units. Based on this, the RRHA may be eligible for maximum TPVs as follows:

Type of TPVs	Relocation TPVs	Replacement TPVs
Maximum TPV Award		187

HUD will not automatically issue TPVs to the RRHA as part of this approval. Instead, the RRHA must apply to HUD separately for TPVs in accordance with PIH Notice 2018-09 (or any successor notice). The RRHA cannot submit the TPV request until it needs the TPVs for purposes of relocating the residents who will be displaced (generally no sooner than 30-60 days from the planned start of relocation). The timing of the RRHA’s TPV application submission and the start of relocation noted in this approval should be consistent.

As part of its TPVs request, the RRHA must submit the following to the HUD Richmond OPH:

- a) The name and IMS/PIC application number of the public housing project in this demolition approval.
- b) The number of TPVs requested (subject to the limitations above);
- c) Form HUD-52515 (Voucher Funding Application). If lease-up will cover more than one calendar year, the RRHA must submit a separate Form HUD-52515 for each calendar year;
- d) A leasing schedule that identifies the number of TPVs that will be leased on a month-to-month basis. If lease-up will cover more than one calendar year, the RRHA must submit separate leasing schedules for each calendar year; and
- e) A copy of this approval (PDF version - signed and dated).

The HUD Richmond OPH will conduct a threshold review of the TPV request prior to sending the request to HUD’s Financial Management Center (FMC) for a final determination and processing. HUD’s FMC will notify PHAs in writing of their final TPV award.

Capital Fund Financing Program

As of March 2, 2021, the RRHA did not have HUD approval of a Capital Fund Financing Program (CFFP) proposal.

PIC and Monitoring - RRHA

In accordance with 24 CFR 970.7(a)(4), the RRHA provided the following general timetable based on the number of days major actions will occur following approval of the application:

	Milestone	Number of Days after Approval
A	Begin relocation of residents	90
B	Complete relocation of residents	210
C	Execution of contract for removal (disposition contract)	240
D	Actual Removal Action (disposition)	270

The Department recognizes that a PHA's plans to start relocation sometimes change. However, because the Department relies on this information to determine Operating Funds subsidy, PHAs are responsible for ensuring the days to relocation information in a SAC application is reasonably accurate. If days to relocation in a SAC application is not reasonably accurate, asset repositioning fee (ARF) payments under 24 CFR 990.190 may begin prematurely and a PHA may receive less Operating Fund subsidy than it otherwise would be entitled to receive. A PHA may even find itself in a situation where it is operating public housing units without any Operating Fund subsidy. Therefore, it is essential that PHAs make timely requests to the Department for any necessary modifications to the days to relocation in a SAC application. Note that after the Operating Fund subsidy revisions deadline in the first year of ARF eligibility, no further changes to the days to relocation in an approved SAC application or HUD-52723 can be made.

If the RRHA becomes aware that the days to begin relocation information (noted in Field A above table - Begin relocation of residents) is not reasonably accurate, the RRHA must send an email to the Director of Richmond OPH within five business days, with a copy to the HUD PIH staff member assigned to the PHA using the following Subject "*PHA Code, SAC application DDA Number, Modification to Days to Relocation*". The

RRHA must include the new estimated number for the days to relocation, along with a brief explanation of the reason for the modification. The Richmond OPH will review the request to ensure it is reasonable/it has no information that is inconsistent with the request (e.g. information from residents that relocation has started) and that the new estimated days to relocation is not past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility. If the RRHA's request is acceptable, SAC will modify the days to relocation in the SAC application in IMS/PIC and email the PHA notifying it that it has made the change. SAC processes these modifications as technical corrections and will not issue a formal written

amendment to this approval. If the RRHA's request is not acceptable (e.g. the requested new days to relocation is past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility), the Richmond OPH will deny the request in writing. The RRHA must keep adequate records of all relocations (including actual relocation start dates) for purposes of HUD monitoring.

In accordance with 24 CFR 970.35 of the regulation, your agency is required to inform the HUD Richmond OPH of the status of the project (i.e., delays, actual demolition/disposition, modification requests or other problems). Within seven days of demolition completion and making the final payment to the demolition contractor, the RRHA must enter the "actual" dates of demolition/disposition, directly into the IMS/PIC data system, Inventory Removals sub-module under "Removed from Inventory" tab for the HUD Richmond OPH approval, using the following procedure:

- On the screen, select the appropriate "Development Number", then select "Add Transaction". On the next screen, select the appropriate "Application Number" from the drop-down menu. In the "Action/Closing Date" box, enter the removal date. If the properties in an application were removed on multiple dates, a separate transaction is needed for each action date. The remaining steps are as applicable.
- If removal is by building(s), use "Remove Residential Inventory by Building" section, select the appropriate building(s) available in the "Complete Buildings Available" box and transfer them to the "Proposed Buildings" box.
- For removal of some units in a building, use "Remove Residential Inventory by Unit" section. To select the appropriate unit(s) available, use the drop-down "Select the building number" box which populates the "Units Available" box. Transfer the appropriate units to the "Proposed Units" box.
- For removal of non-dwelling buildings without PIC building numbers, use "Remove Non-Residential Inventory" section. Fill in the number of non-dwelling buildings without PIC building numbers.
- Save the information using the "Save" button. The status of this information is then displayed as "Draft."
 - RRHA supervisory staff submits the information to the RRHA Executive Director, or the designated final reviewer at the RRHA, using the Submission sub tab. The status becomes "Submitted for Review".
 - The RRHA Executive Director or designee uses the Review sub tab to reject the transaction, which places it in a "Rejected" status, or approves, which places it in a "Submitted for Approval" status.
- If the submission is rejected by HUD, the RRHA may modify the information by repeating the previous procedure. If the transaction is rejected, the status becomes "Rejected." If the HUD Richmond OPH approves the transaction, the status in IMS/PIC permanently changes to "Removed from Inventory (RMI)".

When the demolition/disposition is completed in its entirety, please submit a report to the HUD Richmond OPH confirming the action and certifying compliance with all applicable requirements. Auditable financial statements, expenditures and files for each transaction relative to the action must be maintained, available upon request and forwarded with the final report.

PIC and Monitoring – OPH

It is the Richmond OPH's responsibility to monitor this activity based on its latest risk assessment. The Richmond OPH must review the relocation change request submitted by RRHA, within 10 business days, to ensure it is reasonable/it has no information that is inconsistent with the request (e.g. information from residents that relocation has started) and that the new estimated days to relocation is not past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility. If the RRHA's request is acceptable, notify SACTA@hud.gov via an email. The SAC will modify the days to relocation in the SAC application in IMS/PIC and email the RRHA notifying that change has been made. If the RRHA's request is not acceptable (e.g. the requested new days to relocation is past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility), the Richmond OPH will deny the request in writing.

The Richmond OPH must verify that the actual data is entered in IMS/PIC by the RRHA within seven days of demolition/disposition and final payment to ensure the Department is not overpaying operating subsidy and the Capital Fund formula data is correct.

When the PHA submits an Inventory Removal action in IMS/PIC, your Office will be notified seeking inventory removal approval via a PIC system generated email to your designated PIC coach or another person. Below is a sample notification email:

“Subject: Inventory Removal Submittal Notification (HA code)
Inventory removals have been submitted for approval by your office on [submission date] by [HA Code].”

When the above email is received, your Office is responsible for the review and approval or rejection of the PHA's Inventory Removal submission within seven days.

The HUD Richmond OPH has been informed of this approval and its staff is available to provide any technical assistance necessary for your agency to proceed with the demolition/disposition.

As the RRHA starts the process of implementation, I urge you to continue to maintain an open dialogue with your residents and local officials. If you have to modify your plans, please contact the SAC at SACTA@hud.gov. As always, my staff and I are available to assist you in any way possible.

Sincerely,

Jane B. Hornstein
Director

cc: HUD Richmond OPH
Enclosure

Date: 02/17/2020
 Project: Creighton Court
 Address: 2101 Creighton Road
 City, State: Richmond, Virginia 23223

Gross Square Feet: 168,104
 Number of Units: 192
 Weighted Average

3-Year Immediate Needs*
 *Revised 2/17/2020 - Updated costs to reflect RS Means 2020 1st quarter

R.S. Means Location Factor (Building): 0.881
 Richmond

Line	Div.	Trade Item	Trade Description	Trade Unit	Unit Cost - National Average	Total	Cost Adjusted for Location	SAC Unit Cost	SAC Total Cost	SAC Comments
1	3	Concrete	Concrete Repair, per unit - interior cutting and patching - sewer line replacement	Apt	\$ 2,500.00	\$ 192	\$ 1,000,469.56		\$480,000	
		Concrete	Handicapped ramp - with 6" curb, railing both sides, 5' wide, includes forms (10 entrances	LF	\$ 994.07	200	\$ 175,155.13		\$175,155	
		Demolition	Selective concrete demolition, up to 2 tons, remove whole pieces, incl. loading, excludes shoring, bracing, saw or torch cutting, hauling, dumping (dwelling unit porches)	EA	\$ 149.50	384	\$ 50,576.45		\$50,576	
		Concrete	Concrete forming, slab on grade, bulkhead forms - dwelling unit porches - front & rear	LF	\$ 6.26	4,458	\$ 24,584.48		\$24,584	
		Concrete	Concrete slab on grade, (9500 psi) - dwelling unit porches - front & rear	CY	\$ 280.49	384	\$ 94,890.89		\$94,891	
		Concrete	Thickened slab edge, 8" x 8" reinforced - dwelling unit porches - front & rear	LF	\$ 12.82	7,862	\$ 88,801.25		\$88,801	
		Concrete	Placing concrete, slab on grade direct chute - dwelling unit porches - front & rear	CY	\$ 31.04	384	\$ 10,500.96		\$10,501	
		Concrete	Finishing floors, float, broom finish - dwelling unit porches - front & rear	SF	\$ 0.97	9,838	\$ 8,398.71		\$8,399	
		Concrete	Base course, drainage layer, crushed 3/4" stone, 6" deep - dwelling unit porches - front & rear	SY	\$ 7.35	4,914	\$ 31,819.87		\$31,820	
		Concrete	Lead, dump, and spread stone w/alkid steel, 200' haul - dwelling unit porches - front & rear	CY	\$ 105.65	384	\$ 35,741.82		\$35,742	
2	4	Masonry	Selective demolition, masonry, veneers, brick (10% replacement)	SF	\$ 4.32	58,580	\$ 222,952.09	\$ 1,950,602.54	\$222,952	
		Masonry	Brick veneer masonry, standard sel. Common, 4"x2-2/8"x8" (10% replacement)	SF	\$ 18.43	58,580	\$ 1,078,801.40	\$ 111,077.00	\$1,189,878	
		Masonry	Pointing masonry, tuck out and re-point, soft old mortar, common bond	SF	\$ 7.63	58,580	\$ 446,878.00	\$ 3,899.00	\$450,777	
		Masonry	Cleaning masonry, heavy restoration, average soil, biological staining, by chemical, high pressure wash, brush and rinse, excludes scaffolding	SF	\$ 3.19	117,161	\$ 373,743.59	\$ 3,292.67	\$377,036	
		Concrete	Precast window sill, concrete, tapered, 11" wide	LF	\$ 61.00	995	\$ 60,695.00	\$ 53,445.42	\$53,445	
3	5	Metals	Replace steel lintels, steel angles, 3-1/2" x 3-1/2" x 5/16", 4'-6" long (exterior doors and windows)	EA	\$ 83.00	1,379	\$ 114,469.00	\$ 100,836.62	\$114,470	
		Metals	Replace railing, steel, panelized, plain	LF	\$ 86.50	192	\$ 16,608.00	\$ 14,631.65	\$14,632	
		Metals	Column, structural, mild steel, corner, stock unit, plain, painted, shop fabricated	LF	\$ 39.51	7,467	\$ 295,913.65	\$ 259,913.65	\$259,914	
4	6	Rough Carpentry	Blocking @ kitchen cabinets & bathrooms	Unit	\$ 500.00	192	\$ 96,000.00	\$ 666,334.73	\$96,000	
		Rough Carpentry	Furring, wood, on walls, on masonry, 1" x 2", 24" O.C. (all exterior walls and dividing partitions)	LF	\$ 1.73	184,914	\$ 318,832.97	\$ 281,832.97	\$281,833	
		Demolition	Selective demolition, wood framing, fascia boards, 1" x 8"	LF	\$ 1.18	9,126	\$ 10,768.68	\$ 9,487.21	\$9,487	
		Rough Carpentry	Exterior trim and moldings, fascia, pine, #2, 1" x 8"	LF	\$ 4.42	9,126	\$ 40,546.92	\$ 35,536.83	\$35,537	
		Demolition	Selective demolition, sheathing from walls, 1/2" (Replace wall sheathing above & below windows)	SF	\$ 0.96	60,214	\$ 57,805.44	\$ 50,926.59	\$50,927	
		Rough Carpentry	Sheathing, plywood on walls, CDX, 1/2" thick (replacement at vinyl siding)	SF	\$ 1.96	60,214	\$ 118,019.44	\$ 103,975.13	\$103,975	
5	6	Finish Carpentry	Apartment punch-out, cleaning, prelease procedures - industry average	EA	\$ 500.00	192	\$ 96,000.00	\$ 894,386.48	\$96,000	
		Finish Carpentry	Moldings, window & door, window trim sets, 2-1/2" wide, includes casings, header, stops, stool & apron, average	Opng.	\$ 111.00	2,445	\$ 269,095.00	\$ 239,095.00	\$239,099	
		Finish Carpentry	Moldings, trim, handrail, pine, single piece, stock, 1-1/2" x 2-1/2", exc. Hardware (dwelling unit stairs)	LF	\$ 84.00	2,944	\$ 246,960.00	\$ 217,867.78	\$217,868	
		Demolition	Selective demolition, wood framing, soffit, handboard, vinyl or aluminum	LF	\$ 0.83	18,252	\$ 15,148.16	\$ 13,346.41	\$13,346	
		Finish Carpentry	Vinyl soffit and fascia, solid panels, 2' overhang	SF	\$ 20.40	18,252	\$ 372,352.32	\$ 328,032.24	\$328,032	
6	7	Waterproofing	Silicone water repellants, sprayed on masonry, 2 coats	SF	\$ 1.09	117,161	\$ 127,705.49	\$ 648,626.20	\$127,706	
		Waterproofing	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1" x 1/2"	LF	\$ 4.23	30,273	\$ 128,155.59	\$ 112,508.23	\$112,508	
		Demolition	Selective demolition, thermal and moisture protection, siding, vinyl siding, corner strips	LF	\$ 0.45	1,866	\$ 840.30	\$ 739.78	\$740	
		Demolition	Selective demolition, thermal and moisture protection, siding, vinyl siding, remove	SF	\$ 1.06	60,214	\$ 63,823.64	\$ 56,231.45	\$56,231	
		Moisture Protection	Weather barriers, building paper, asphalt felt sheathing paper, #15, per-square foot	SF	\$ 0.24	60,214	\$ 14,451.36	\$ 12,731.65	\$12,732	
		Moisture Protection	Vinyl siding, insulation, fan folded extruded polystyrene, 3/8"	SF	\$ 1.04	60,214	\$ 62,622.56	\$ 55,170.48	\$55,170	
		Moisture Protection	Vinyl siding, accessories, vinyl starter strip	LF	\$ 2.75	7,226	\$ 19,871.50	\$ 17,506.79	\$17,507	
		Moisture Protection	Vinyl siding, accessories, window casing, 2-1/2" wide, 3/4" pocket	LF	\$ 3.37	2,985	\$ 10,058.25	\$ 8,862.38	\$8,862	
		Moisture Protection	Vinyl siding, accessories, outside corner, woodgrain finish, 4" face, 3/4" pocket	LF	\$ 4.63	10,945	\$ 50,475.15	\$ 44,644.98	\$44,645	
		Moisture Protection	Vinyl siding, capboard profile, woodgrain texture, .044 thick, double 5'	LF	\$ 4.54	1,866	\$ 8,469.36	\$ 7,463.51	\$7,464	
		Moisture Protection	Vinyl siding, accessories, J channel, 3/4" pocket	SF	\$ 3.70	60,214	\$ 223,796.38	\$ 196,278.47	\$196,278	
		Moisture Protection	Vinyl siding, accessories, J channel, 3/4" pocket	LF	\$ 2.65	7,230	\$ 19,159.50	\$ 16,879.52	\$16,880	
		Demolition	Selective demolition, thermal and moisture protection, roof ventilator, lowered gable vent	EA	\$ 33.50	64	\$ 2,144.00	\$ 1,888.86	\$1,889	
		Finish Carpentry	Louvers, vinyl gable vent, 18" x 24"	EA	\$ 87.00	64	\$ 5,568.00	\$ 4,905.41	\$4,905	

Date: 02/17/2020
 Project: Creighton Court
 Address: 2101 Creighton Road
 City, State: Richmond, Virginia 23223

*Revised 2/17/2020 - Updated costs to reflect RS Means 2020 1st quarter

Gross Square Feet: 168,104
 Number of Units: 182
 R.S. Means Location Factor (Building): 0.881

Richmond
 Weighted Average

Line	Div.	Trade Item	Trade Item Description	Trade Unit	Unit Cost - National Average	Total	Cost Adjusted for Location	SAC Unit Cost	SAC Total Cost	SAC Comments
7		7 Insulation				\$	190,308.02			
8		7 Insulation	Blanket insulation for floors/ceilings, 1 1/2" thick, R38 - attic	SF	\$ 2.57	84,032 \$	190,308.02		\$190,308	
		7 Roofing				\$	230,800.50			
		7 Demolition	Selective demolition, thermal & moisture protection, asphalt shingles, 1 layer (50% Replacement)	SF	\$ 0.76	52,485 \$	35,141.62		\$35,142	
		7 Demolition	Selective demolition, wood framing, sheathing from roof, 3/4" (50% Replacement)	SF	\$ 0.88	52,485 \$	40,690.57		\$40,691	
		7 Roofing	Asphalt roof shingles, Class A, 240-260 lb per square (50% Replacement)	Sq	\$ 263.00	525 \$	121,630.17		\$121,630	
		7 Roofing	#90 felt underlayment(50% Replacement)	Sq	\$ 22.60	525 \$	10,451.87		\$10,452	
		7 Roof Flashing	Vent flashing, galvanized, 4" pipe, includes neoprene ring	EA	\$ 67.65	384 \$	22,886.27		\$22,886	
9		7 Sheet Metal				\$	\$95,806.17			
		7 Demolition	Selective demolition, thermal and moisture protection, gutters and downspouts, metal or wood, LF	LF	\$ 9.89	9,989 \$	19,800.70		\$19,801	
		7 Sheet Metal	Aluminum downspouts, enameled, 5", 027" thick	LF	\$ 3.80	949 \$	34,186.06		\$34,186	
		7 Sheet Metal	Aluminum gutters, stock units, enameled, 3" x 4", 032" thick	LF	\$ 8.12	6,139 \$	49,919.41		\$49,919	
10		8 Doors				\$	1,097,711.90			
		8 Doors	Door demolition, exterior door, single, 1-3/4" thick, remove	EA	\$ 33.50	384 \$	11,333.18		\$11,333	
		8 Doors	Doors, residential, steel, prehung, insulated, exterior, embossed, full panel, 2'-8" x 6'-8"	EA	\$ 530.00	384 \$	179,301.12		\$179,301	
		8 Doors	Doors, prehung, interior, passage, luan, flush, hollow core, 4-5/8" solid jamb, 1-3/8"x6"x2'8" wide	EA	\$ 229.00	1,450 \$	297,536.05		\$292,536	
		8 Doors	Door hardware, lockset, heavy duty, cylindrical, with sectional trim, residential, minimum	EA	\$ 289.00	384 \$	97,769.86		\$97,770	
		8 Doors	Door hardware, deadlock, tubular, standard duty, outside key	EA	\$ 146.50	384 \$	49,561.54		\$49,562	
		8 Doors	Door hardware, non-keyed, heavy duty, cylindrical, with sectional trim, residential, interior door, minimum	EA	\$ 232.00	1,450 \$	296,368.40		\$296,368	
		8 Doors	Peepholes, wide view, 2 per entry door	EA	\$ 33.85	384 \$	11,451.59		\$11,452	
		8 Doors	Thresholds, rubber, 2-3/4" wide x 1/2" thick	EA	\$ 93.50	182 \$	14,991.98		\$14,992	
		8 Doors	Thresholds, ADA compliant, 4" wide, 3/4" long	EA	\$ 86.00	10 \$	757.66		\$758	
		8 Doors	Door stops, wall bumper, 4" dia., w/rubber pad	EA	\$ 36.40	1834 \$	58,813.45		\$58,813	
		8 Doors	Hinges, full mortise, steel base (entry, interior, & basement)	PR	\$ 52.50	1834 \$	84,827.09		\$84,827	
11		8 Windows				\$	727,488.60			
		8 Windows	Window demolition, aluminum, to 25 S.F.	EA	\$ 49.00	995 \$	42,931.57		\$42,932	
		8 Windows	Aluminum windows, incl. frame and glazing, single hung, 3'-4" x 5'-4" opening, insulating glass	EA	\$ 543.00	995 \$	475,751.89		\$475,752	
		8 Windows	For installation in concrete/masonry openings add 8%	EA	\$ 43.44	995 \$	36,060.15		\$38,060	
		8 Windows	Window screens, security screen, aluminum frame, stainless steel cloth	SF	\$ 16.24	11,934 \$	170,744.99		\$170,745	
13		9 Lath and Plaster				\$	84,068.54			
		9 Drywall	Cementitious backerboard, on wall, 3' x 4' x 5/8" sheet - kitchen and bath wet walls	SF	\$ 4.97	19,200 \$	84,068.54		\$84,069	
		9 Drywall	Gypsum wallboard, on walls and ceilings, mold resistant, taped & finished, 1/2" thick	SF	\$ 1.95	303,784 \$	521,885.72		\$521,886	
		9 Drywall	Wall coating, on drywall, thin coat, textured spray (dwelling unit ceilings)	SF	\$ 0.86	151,294 \$	114,629.41		\$114,629	
15		9 Ceramic Tile				\$	262,943.40			
		9 Ceramic Tile	Ceramic tile, walls, interior, thin set, 6" x 6"	SF	\$ 10.84	13,824 \$	132,019.75		\$132,020	
		9 Ceramic Tile	Bathroom floors - Ceramic tile, floors, 1 color, color group 2, 1' x 1' (assume 60 sf each)	SF	\$ 12.90	11,520 \$	130,923.65		\$130,924	
18		9 Resilient Flooring				\$	1,705,112.39			
		9 Resilient Flooring	Flooring, vinyl composition tile, solid, 12" x 12" x 1/16" (dwelling units)	SF	\$ 5.10	151,294 \$	679,779.07		\$679,779	
		9 Resilient Flooring	Wall base, vinyl, straight or cove, 4" high, 1/8" thick	SF	\$ 3.26	38,258 \$	109,879.27		\$109,879	
		9 Resilient Flooring	Stair treads and risers, vinyl, tread and riser combined, 1/8" thick	LF	\$ 18.65	7,476 \$	122,835.54		\$122,836	
		9 Resilient Flooring	Latex underlayment, cementitious for resilient flooring, 1/8" thick	SF	\$ 5.01	151,294 \$	667,782.97		\$667,783	
		9 Resilient Flooring	Stair treads & risers, vinyl, tread & riser combined, 1/8" thick	LF	\$ 18.65	7,476 \$	122,835.54		\$122,836	
19		9 Painting				\$	1,151,934.53			
		9 Painting and Decorating	Surface preparation, interior, walls, wash, gypsum board and plaster	SF	\$ 0.14	453,882 \$	55,981.81		\$55,982	
		9 Painting and Decorating	Painting walls & ceilings, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	SF	\$ 1.99	453,882 \$	795,741.38		\$795,741	
		9 Painting and Decorating	Priming/ painting of doors, interior latex	EA	\$ 130.25	1,450 \$	166,387.86		\$166,388	
		9 Painting and Decorating	Exterior painting, doors, panel both sides, incl. frame and trim, primer & 2 finish coats	EA	\$ 244.65	384 \$	82,766.07		\$82,766	
		9 Painting and Decorating	Painting of exterior siding	SF	\$ 0.82	60,214 \$	43,499.80		\$43,500	
		9 Painting and Decorating	Paints & coatings, trim exterior, fascia, latex paint, 1 coat coverage, brushwork, 1' x 6" to 1" x	LF	\$ 0.94	9,126 \$	7,557.61		\$7,558	
20		10 Specialties				\$	170,411.92			

Date: 02/17/2020
 Project: Creighton Court
 Address: 2101 Creighton Road
 City, State: Richmond, Virginia 23223

Gross Square Feet: 168,104
 Number of Units: 192
 R.S. Means Location Factor (Building): 0.881
 Weighted Average

*Revised 2/17/2020 - Updated costs to reflect RS Means 2020 1st quarter
 3-Year Immediate Needs*

Line	Div.	Trade Item	Trade Item Description	Trade Unit	Unit Cost - National Average	Total	Cent Adjusted for Location	SAC Unit Cost	SAC Total Cost	SAC Comments
21	10	Special Equipment	NONE INCLUDED			\$0.00				
22	11	Cabinets	Kitchen cabinets, exd. counters and appliances (50% replacement)	EA	611.15851					
		Specialties	Toilet accessories, curtain rod, stainless steel, 1" diameter x 5' long	EA	13,785.89					
		Specialties	Toilet accessories, towel bar, stainless steel, 30" long	EA	14,800.80					
		Specialties	Toilet accessories, robe hook, regular, single	EA	114.801					
		Specialties	Bath accessories, medicine cabinet, with mirror, stainless steel frame, unlighted, 16" x 22"	EA	54.897					
		Specialties	Mail boxes, horizontal, key lock, 5"H x 6"W x 15"D, aluminum, front load	EA	25,964.83					
		Specialties	Range Queens, pair	EA	19,029.60					Site works
		Specialties	Stainless-steel splash guards @ ranges	EA	19,200.00					
		Specialties	Signs, flexible door sign, adhesive back, w/Braille, 5/8" letters, 6" x 6"	EA	28,800.00					
		Specialties	Vinyl coated wire shelving @ closets (assume 22 lf per unit)	EA	12,153.57					
		Specialties		EA	31,780.28					
		Specialties		EA	8.54	4,224				
		Specialties		EA	611.15851					
		Specialties		EA	285.69773					
		Specialties		EA	281.50	1,152				
		Specialties		EA	74.00	2,304				
		Specialties		EA	590.00	182				
		Specialties		EA	503.00	182				
26	13	Special Construction	Bulk Hazardous Materials Removal (Asbestos, Lead, and Mold)	Apt	3,000.00	192				
		Specialties	Conversion of dwelling units for UFAS compliance	EA	25,000.00	10				
27	14	Elevators	NONE INCLUDED							
28	15	Plumbing and Hot Water	Domestic Water Distribution	SF	3,621,608.88					
		Plumbing	Three fixture bathroom - Lavatory, bathtub & water closet - System includes rough-in (supply, waste and vent) to connect to supply branches and waste mains (dwelling units)	EA	1,249,960.83	168,104				
		Plumbing	Kitchen sink system - Kitchen sink w/trim, countertop, 32"x21" double bowl - systems are complete w/trim and rough-in (supply, waste, and vent) to connect to supply branches and waste mains	EA	2,410.00	192				Not for Row dwellings
		Water	Water supply meters, 3/4" diameter, to 30 GPM - water supply line replacement	EA	156.00	192				RS Means 820032
		Water	Backflow preventer, includes valves, 3/4" pipe size - water supply line replacement	EA	315.00	192				
		Plumbing	Sanitary Waste Piping Replacement within the Units/Buildings	EA	50					
		Plumbing	Pipe, plastic, PVC, 4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	EA	61.50	5,280				
		Plumbing	Elbow, 45 Deg., plastic, PVC, white, socket joint, 4", schedule 40	EA	106.00	384				
		Plumbing	Coupling, plastic, PVC, white, socket joint, 4", schedule 40	EA	87.65	960				
		Plumbing	Tea, plastic, PVC, white, socket joint, 4", schedule 40	EA	150.00	576				
		Plumbing	Pipe, plastic, residential installation, PVC, 1-1/2" diameter, schedule 40, includes couplings 10' OC LF	EA	32.80	5,280				
		Plumbing	Elbow, 45 Deg., plastic, PVC, white, socket joint, 1-1/2", schedule 40	EA	42.05	384				
		Plumbing	Coupling, plastic, PVC, white, socket joint, 1-1/2", schedule 40	EA	40.32	960				
		Plumbing	Tea, plastic, PVC, white, socket joint, 1-1/2", schedule 40	EA	61.87	576				
29	15	Heat and Ventilation	Apartment building heating system, fin tube radiation, forced hot water	SF	1,088,532.24					
		Energy Supply	Fans, residential, bath exhaust, grille, back-draft damper, 110 CFM	EA	168.104	192				
		Heat and Ventilation	Exhaust vent duct - flexible, non-insulated, 3" diameter	EA	195.50	192				
		Ventilation		EA	16,137.10	3,840				
30	15	Air Conditioning	NONE INCLUDED							
31	16	Electrical	Photoelectric smoke detector, with strobe 120 V, 90 DB ceiling mount	EA	2,659,857.76					
		Electrical	Carbon Monoxide Detectors, hardwired, wall and ceiling mounted (assume 1 per unit)	EA	172,377.73	627				
		Electrical	CATV/Internet	EA	18,437.57	192				
		Electrical	Overhead electric service, 1 phase, 3 wire, 120/240 volt, 100 amp w/circuit breaker	EA	350.00	192				
		Electrical	Panelboard, 4 wire with conductor and conduit, NQDD, 120/208 V	EA	3,300.00	192				
		Electrical	Thermostat hook-up, low voltage	EA	1,655.00	192				
		Electrical	Switch devices, residential, single pole, ivory, type MC (BX) cable, 20', 15 amp, incl box & cover plate	EA	47.45	1,755				
		Electrical	Switch devices, residential, 3-way, #14/3, type MC cable, 20', incl box & cover plate	EA	88.50	786				
		Electrical	Receptacle devices, residential, duplex outlet, ivory, w/#12/2, type MC cable, 20', 15 amp, incl box & cover plate	EA	93.00	5,803				

3-Year Immediate Needs*

*Revised 2/17/2020 - Updated costs to reflect RS Means 2020 1st quarter

Date: 02/17/2020
 Project: Creighton Court
 Address: 2101 Creighton Road
 City, State: Richmond, Virginia 23223

Gross Square Feet: 168,104
 Number of Units: 192
 R.S. Means Location Factor (Building): 0.881
 Richmond
 Weighted Average

Line	Div.	Trade Item	Trade Item Description	Trade Unit	Unit Cost - National Average	Total	Cost Adjusted for Location	SAC Unit Cost	SAC Total Cost	SAC Comments
260590104370	Electrical	Receptacle devices, residential, decorator style, GFI with #12/2, type MC cable, 20' ,incl box & cover plate	EA	\$ 117.00	590 \$	60,782.45		\$60,782		
260590104680	Electrical	Dryer outlet, residential, 30' of #10/3, 2 pole circuit breaker, type MC cable, 30 amp, 240 V, incl box & exterior cover plate	EA	\$ 200.50	192 \$	38,916.00		\$38,916		
260590104720	Electrical	Range outlet, residential, 30' of #8/3, type MC cable, 50 amp, 240 V, incl box & exterior cover plate	EA	\$ 335.00	192 \$	64,140.00		\$64,140		
260590109240	Electrical	Heat pump, residential, hookup, 40' #8/2 & 30' #3/2, MC cable, incl 1-40A & 1-100A 2 pole breaker, local disc switch, 3' seal/tee	EA	\$ 1,305.00	192 \$	250,560.00		\$250,560		
260590109530	Electrical	Thermostat, residential, hook-up, using low voltage wire, heating/cooling, .25' of #18-4	EA	\$ 47.45	192 \$	8,026.26		\$8,026		
260590106210	Electrical	Light fixtures, residential, canopy style, economy grade	EA	\$ 43.40	1,451 \$	63,166.40		\$63,166		
260590106250	Electrical	Light fixtures, residential, dining room chandelier, economy grade	EA	\$ 130.00	192 \$	24,960.00		\$24,960		
260590106510	Electrical	Light fixtures, residential, kitchen fixture (fluorescent), economy grade	EA	\$ 104.50	192 \$	19,854.00		\$19,854		
260590106530	Electrical	Light fixtures, residential, outdoor, wall mounted, economy grade	EA	\$ 58.50	384 \$	22,432.00		\$22,432		
262756202600	Electrical	Wall plates, plastic, 1 gng	EA	\$ 12.28	8,994 \$	109,858.32		\$109,858		
260590108260	Electrical	Bathroom vent fan, residential, hook-up, (use w/above hook-up), economy model, 50 CFM	EA	\$ 71.00	192 \$	13,632.00		\$13,632		
260590108310	Electrical	Bathroom or kitchen vent fan, residential, economy model, 110 CFM	EA	\$ 124.00	192 \$	23,808.00		\$23,808		
265636550130	Electrical	LED Floodlights, with ballast and lamp, 288 watt	EA	\$ 2,389.00	128 \$	305,792.00		\$305,792		
32	Subtotal (Structures)				\$	20,591,618.86				
33	0 Accessory Structures	NONE INCLUDED			\$	\$0.00				
34	0 Total (Lines 32 and 33)				\$	20,591,618.86				
35	31 Earthwork					\$255,155.22				
Industry Average	Earthwork	Fine Grading green areas - sewer & water line replacement	SY	5.00	25,200 \$	125,100.00		\$125,100		
32911323850	Earthwork	Spread conditioned Topsoil 4" - sewer & water line replacement	MSF	810.00	202 \$	163,620.00		\$163,620		
36	Site Utilities	NONE INCLUDED				\$0.00				
37	Roads & Walks	NONE INCLUDED				\$4,663,467.78				
38	32 Site Improvements	NONE INCLUDED				\$0.00				
39	Industry Average					\$140,960.00				
Lawns and Plantings	Landscape repair - 5' perimeter at all buildings	Bldg	\$	5,000.00	32 \$	160,000.00		\$160,000		
41	Total Land Improvements					\$5,059,883.00				
Combined Structure and Land Improvement Cost						\$25,923,840.14				
Contingency (7.5%)						\$4,183,280.14				
Soft Costs and Fees						\$1,378,752.10				
		General Conditions			5.00%	\$736,399.89		\$736,399		
		Builder's Profit (Elevator, Electrical, HVAC, and Plumbing only)			10.00%	\$1,516,627.31		\$1,516,627		
		Architectural Design Fees			5.50%	\$551,500.84		\$551,500		
		PHA Administration Fee			2.00%	\$275,851.47		\$275,851		
		TOTAL REHABILITATION / RETROFIT CONSTRUCTION COST BUDGET:				\$31,758,322.14				
		TOTAL DEVELOPMENT COST				\$				
		Rehabilitation Cost % (estimated cost of Rehabilitation/Total TDC) x 100 =				67.87%				

Total Development Cost (TDC) Addendum

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

OMB Approval No. 2577-0075
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required to as a supplement to the HUD-52860 for all inventory removal actions that involve a demolition action or a disposition action justified by obsolescence based on requirements of Section 18 of the United States housing Act of 1937 as amended (“Act”) and 24 CFR Part 970. HUD will use this information to determine whether, and under what circumstances, to permit PHAs to remove from their inventories all or a portion of a public housing development, as well as to track removals for other record keeping requirements. Responses to this collection of information are statutory and regulatory to obtain a benefit. Please refer to the instructions for each section for additional guidance on how to complete this application. HUD approval of the proposed removal from inventory action in this application does not constitute HUD approval for funding of the proposed action. All capitalized terms not defined in this form have the meanings as defined in the Act and the HUD Regulations. The information requested does not lend itself to confidentiality.

1. Inventory Removal Application Number DDA0010314
Development Name & Number Creighton Court - VA007000005

2. Total Development cost calculation
Based on HUD Notice PIH-2011-38 (HA) For Locality Richmond, VA 2019

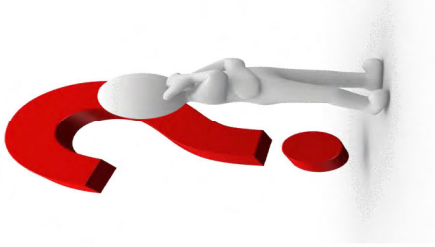
If Justification is based upon obsolescence of the units/buildings, complete the applicable calculation below for the unit proposed for demolition for each project

Size - Type	Number of units	Times	TDC Per Unit	= TDC
0 - Bdr Detached and Semi detached		X	\$ -	\$ -
0 - Bdr Row Dwelling		X	\$ -	\$ -
0 - Bdr Walk-Up		X	\$ -	\$ -
0 - Bdr elevator		X	\$ -	\$ -
1 - Bdr Detached and Semi detached		X	\$ -	\$ -
1 - Bdr Row Dwelling	32	X	\$ 189,533.00	\$ 6,065,056.00
1 - Bdr Walk-Up		X	\$ -	\$ -
1 - Bdr elevator		X	\$ -	\$ -
2 - Bdr Detached and Semi detached		X	\$ -	\$ -
2 - Bdr Row Dwelling	94	X	\$ 229,388.00	\$ 21,562,472.00
2 - Bdr Walk-Up		X	\$ -	\$ -
2 - Bdr elevator		X	\$ -	\$ -
3 - Bdr Detached and Semi detached		X	\$ -	\$ -
3 - Bdr Row Dwelling	52	X	\$ 279,416.00	\$ 14,529,632.00
3 - Bdr Walk-Up		X	\$ -	\$ -
3 - Bdr Elevator		X	\$ -	\$ -
4 - Bdr Detached and Semi detached		X	\$ -	\$ -
4 - Bdr Row Dwelling	14	X	\$ 331,124.00	\$ 4,635,736.00
4 - Bdr Walk-Up		X	\$ -	\$ -
4 - Bdr Elevator		X	\$ -	\$ -
5 - Bdr Detached and Semi detached		X	\$ -	\$ -
5 - Bdr Row Dwelling		X	\$ -	\$ -
5 - Bdr Walk-Up		X	\$ -	\$ -
5 - Bdr Elevator		X	\$ -	\$ -
6 - Bdr Detached and Semi detached		X	\$ -	\$ -
6 - Bdr Row Dwelling		X	\$ -	\$ -
6 - Bdr Walk-Up		X	\$ -	\$ -
6 - Bdr Elevator		X	\$ -	\$ -
TOTAL				\$ 46,792,896

3. Estimated Cost of Rehabilitation **\$ 28,929,122**

Provide an attachment showing cost breakdown and reference it as Addendum to 52860-B – Rehabilitation Cost Breakdown

4. Rehabilitation Cost % (estimated cost of Rehabilitation/Total TDC) x 100 = **61.82%**



Frequently Asked Questions

Is there an application fee? Yes. \$125 for Residential and Vacant land Re-habs \$250 for all other properties. (Assessor's Office only accepts cash or check)

Is my assessment frozen for the full term of the abatement? NO. Assessment can increase and decrease base upon the market.

Is the tax abatement transferable? YES. The credit stays with property and automatically transfers with the deed.

Are extensions given if I don't finish my project within the 24 months? No. Extensions are not granted.

****This is Not a GRANT program****

City of Richmond Real Estate Assessor

900 East Broad Street Room 802, Richmond, Virginia 23219

REHAB PROGRAMS FOR THE CITY OF RICHMOND

Quick Reference Guide



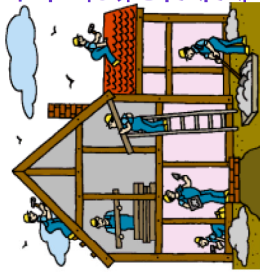
OFFICE OF THE ASSESSOR OF REAL ESTATE

CITY OF RICHMOND

RICHIE MCKEITHEN

City Assessor





TAX ABATEMENT FOR REHABILITATED STRUCTURES Ordinance No. 2014-117-90 & 2015-25-50

SINGLE FAMILY PROPERTIES (1-4 Units): Application fee \$125.00

- Must be at least 20 years old or older
- Must Increase the Improvement Value by at least 20%
- Must have an active permit on file with Planning and Development Review (Room 110 of City Hall)
- Additions/Replacement Structures cannot exceed the total sqft of the qualified structure by more than 100%
- Must meet Zoning Requirements
- Applications in Historic Zones will be forwarded to Architectural Review Board for review

MULTIFAMILY PROPERTIES

(5 OR MORE UNITS): Application fee \$250.00

- Must be at least 20 years old or older
- Must Increase the Improvement Value by at least 40%
- Must have an active permit on file with Planning and Development Review (Room 110 of City Hall)
- Additions/Replacement Structures cannot exceed the total sqft of the qualified structure by more than 30%
- Must meet Zoning Requirements
- Applications in Historic Zones will be forwarded to Architectural Review Board for review

COMMERCIAL/INDUSTRIAL/MIXED USED PROPERTIES: Application fee \$250.00

- Must be at least 20 years old or older
- Must Increase the Improvement Value by at least 40%
- Must have an active permit on file with Planning and Development Review (Room 110 of City Hall)
- Additions/Replacement Structures cannot exceed the total sqft of the qualified structure by more than 100%
- Must meet Zoning Requirements
- Applications in Historic Zones will be forwarded to Architectural Review Board for review

GENERAL INFO

- * Applications are available at City Hall; Rooms 802, 110 or online
- * Applications must be filed at the Assessor's Office Room 802 ***** (Cash or Check only) *****
- * Must Inform Assessor's Office, in writing, when work is completed
- * Once qualified, credit begins Jan. 1 following the receipt of Final Value Request
- * Applications expire 24 months from date of application

Tax Abatement for Rehabilitated Structures

Single Family, Multifamily, Commercial/Industrial/ Mixed Use (Inside the Enterprise Zone)

10 year Program; First 7 years at 100% then decreases by 25% each after until it's gone

Commercial/Industrial/Mixed Use (Outside the Enterprise Zone)

7 year Program; First 5 years at 100% and then decreases by 33% each year after until gone

Tax Abatement for Redevelopment & Conservation & Rehabilitation Districts

10 year program; 100% of Abated Amount for 10 years

TAX EXEMPTION FOR REDEVELOPMENT & CONSERVATION AREAS, & REDEVELOPMENT DISTRICTS Ordinance No. 2015-233

Application Fee for All Applications is \$125.00

SINGLE FAMILY PROPERTIES 1-4 Units

- Land must be vacant for at least 2 years prior to filing application
- Must be located in a Redevelopment, Conservation and Rehabilitation District
- Building Permit Must be issued prior to applying
- Property must be Owner Occupied or have a fully executed lease with option to buy within 3 years

MULTIFAMILY PROPERTIES 5 units or more

- Land must be vacant for at least 2 years prior to filing application
- Must be located in a Redevelopment, Conservation and Rehabilitation District
- Building Permit Must be issued prior to applying
- Income Restrictions for Percentage of Renters Required to Qualify

Contact Us:

Kristy Middleton
Rehab Coordinator
(804) 646-5227

Robert Jabbar
Rehab Administrator
(804) 646-5186

Moore, Brandon

From: Lynn, Christopher - Assessor <Christopher.Lynn@rva.gov>
Sent: Wednesday, March 11, 2026 4:06 PM
To: Kennan, Beth
Cc: Moore, Brandon
Subject: Re: Richmond Tax Exemption Backup - Creighton Phase C - High Importance!

Beth

As long as the application requirements are in line the abatement process should apply.

Chris

From: Kennan, Beth <beth.kennan@TCBINC.ORG>
Sent: Wednesday, March 11, 2026 8:53 AM
To: Lynn, Christopher - Assessor <Christopher.Lynn@rva.gov>
Cc: Moore, Brandon <brandon.moore@TCBINC.ORG>
Subject: FW: Richmond Tax Exemption Backup - Creighton Phase C - High Importance!

CAUTION: This message is from an external sender - Do not open attachments or click links unless you recognize the sender's address and know the content is safe.

Hi Chris,

We are again in LIHTC application season for Creighton Phase C – the next phase in Creighton’s redevelopment. Can you confirm that the same abatement for phases A and B would also apply to Phase C?

I believe that is the case but wanted to confirm.

Thanks you,
Beth

From: Brotman, David <david.brotman@TCBINC.ORG>
Sent: Thursday, March 2, 2023 12:17 PM

To: Kennan, Beth <beth.kennan@TCBINC.ORG>

Subject: Richmond Tax Exemption Backup

Beth,

I'm sending you:

1. Letter from Chris Lynn sharing that we qualify
2. Brochure of partial tax exemption program
3. Proof that we received the partial tax exemption program for CHN 2B

David Brotman

Development Project Manager

The Community Builders, Inc.

1003 K Street NW, Suite 700

Washington, DC 20001

(203) 671-5302 mobile

david.brotman@tcbinc.org | www.tcbinc.org

**THE COMMUNITY
BUILDERS**

From: [Lynn, Christopher - Assessor](#)
To: [Brotman, David](#)
Subject: RE: Creighton Court Partial Tax Exemption
Date: Tuesday, September 20, 2022 10:39:09 AM
Attachments: [image001.png](#)

David

Thanks for providing the Master plan overlay and demo phasing. Just as a reminder, we can send the rehabilitation program for conservation area base value letter as soon as the application(s) are filed. When we receive the application with the \$125.00 application fee per parcel and it is processed I can forward a copy of the base value letter. It is my understanding that we can accept the parcels into the program while waiving the requirement that the parcel be vacant for at least 2 years prior to the date of application. The City of Richmond Ordinance 2014-15-24 indicates that the requirement can be exempted for a new structure or improvement which is vacant due to the demolition at the City's expense. It is our department's understanding that the Richmond Redevelopment Housing Authority, the entity responsible for the expense of the demolition, is a City of Richmond entity. All additional requirements indicated in the City of Richmond's ordinances pertaining to the Conservation area or rehabilitation districts partial tax exemption must be adhered to, to qualify for the exemptions.

I hope that explains the process.

Please feel free to contact our office with any additional questions.

Regards,

Christopher Lynn – Commercial Supervisor
City of Richmond Virginia - Office of the City Assessor
900 E Broad St-Room 800C
Richmond, Va. 23219
(W) 804 646 5192
(F) 804 646 5686

From: Brotman, David [mailto:david.brotman@TCBINC.ORG]
Sent: Tuesday, September 20, 2022 9:58 AM
To: Lynn, Christopher - Assessor
Cc: Neimer, Madison
Subject: RE: Creighton Court Partial Tax Exemption
Importance: High

CAUTION: This message is from an external sender - Do not open attachments or click links unless you recognize the sender's address and know the content is safe.



OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Chicago, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 886-6413

October 4, 2022

Mr. Steven Nesmith
Chief Executive Officer
Richmond Redevelopment & Housing Authority
901 Chamberlayne Parkway
Richmond, VA 23220

Dear Mr. Nesmith:

The Special Applications Center (SAC) of the U.S. Department of Housing and Urban Development (HUD) has reviewed the Richmond Redevelopment & Housing Authority's (RRHA) applications for:

- Demolition of 1 non-dwelling building and 17 dwelling buildings containing 102 units and disposition of 11.42 acres of underlying land (Application DDA0010761)
- Demolition of 2 non-dwelling buildings and 35 dwelling buildings containing 208 dwelling units and 2 non-dwelling units (Application DDA0011874)

This property was developed, acquired, or assisted by RRHA with funds under the U.S. Housing Act of 1937 (the Act) and is under Creighton Court, VA007000005, in HUD's Inventory Management System/Public and Indian Housing Information Center (IMS/PIC) system. HUD received application as DDA0010761 on February 9, 2022, and application DDA0011874 on April 19, 2022, via the IMS/PIC system. In accordance with 24 CFR 970.9(a)(17), supplemental information was received through October 4, 2022.

Office of Public Housing and Fair Housing & Equal Opportunity Certification

The Environmental Review (ER) was performed by the local Responsible Entity (RE) City of Richmond in accordance with 24 CFR part 58 on November 26, 2020. A Request for Release of Funds/Environmental Certification (RROF/C), form HUD-7015.15 was submitted to the HUD Richmond Program on December 15, 2020. The HUD Richmond Office of Public Housing (OPH) accepted the RROF/C and approved an Authority to Use Grant Funds, form HUD-7015.16 on January 12, 2021.

Civil Rights Compliance Review

HUD's Office of Fair Housing and Equal Opportunity (FHEO) monitors PHA compliance with civil rights requirements through or in connection with HUD programs, including Section 18 disposition. Civil rights requirements include, but are not limited to, those outlined at 24 CFR 5.105(a), Title VI of the Civil Rights Act of 1964 and its implementing

regulations at 24 CFR part 1, Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 24 CFR part 8, as well as Titles II and III of the Americans with Disabilities Act, and Executive Order 11063 and its implementing regulations at 24 CFR part 107. On March 1, 2021, the Philadelphia HUD Office of FHEO provided a memorandum to the SAC indicating it had reviewed the applications and had no objection to SAC approving the applications.

PHA Plan

Public Housing Authorities (PHAs) must include proposed dispositions in a PHA Annual Plan, Significant Amendment or MTW Annual Plan. Qualified PHAs, as defined by the Housing and Economic Recovery Act of 2008 (HERA), must discuss the disposition at a public hearing, as required by 24 CFR 903.7. RRHA submitted an Agency Annual Plan to the HUD Richmond OPH on October 16, 2020, which includes a description of the proposed demolition/disposition at the property. The HUD Richmond OPH approved the Agency Annual Plan on December 31, 2020.

Previous Removals at the Development

PIC Application	Removal Type	Units Approved	Acres Approved	Date of Approval
DDA0002642	Disposition	2	0.35	06/12/2007
DDA0003029	Section 5 (h)	18	-	02/14/2008
DDA0010314	Demolition/Disposition	192	-	10/23/2019

DAA0010761:

Description and Proposed Removal Action

RRHA proposes the demolition of 1 non-dwelling building and 52 dwelling buildings containing 312 dwelling units and 1 non-dwelling unit at Creighton Court, VA007000005. Details of the proposed demolition are as follows:

Creighton Court, VA007000005						
DOFA: 09/06/1953						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units	0	122	207	129	47	505
Proposed Units	0	28	44	22	8	102
Number of Dwelling Buildings Existing						86
Number of Dwelling Buildings Proposed						17
Number of Non-Dwelling Building Existing						3
Number of Dwelling Building Proposed						1
Number of (Dwelling and Non-Dwelling) ACC Units in PHA's Total Housing Inventory for All Developments						3511
Proposed Building Number Per PIC: CA41, CA43, CA44, CA46, CA52, CA54, CA55, CB42, CB45, CB47, CB49, CB50, CC51, CC53, CC56, CC57, CD48, CD82						

After the demolition, the RRHA proposed the disposition of 21.00 acres of vacant land at Creighton Court, VA007000005. Details of the proposed disposition are as follows:

<i>Creighton Court, VA007000005</i>	
Existing Land	21.00 Acres
Proposed Land	11.42 Acres

Reason(s) for Action (Justification)

RRHA proposed the demolition based the best interests of PHA and residents and consistent with PHA Plan and 1937 Act and has justified the demolition of the property in accordance with the specific criteria of 24 CFR 970.15 and PIH Notice 2021-07. RRHA certified that the property proposed for demolition is obsolete as to physical condition and certified that the proposed development (units or other property) meets the obsolescence criteria of 24 CFR 970.15 as specifically described in this SAC application. RRHA further certified that such obsolescence makes the units proposed for demolition unsuitable for housing purposes and that no reasonable program of modification is cost-effective to return the development to its useful life.

The Total Development Cost (TDC) limit for the units proposed for disposition is calculated below. The HUD used the TDC applicable at the time of submission of this disposition application.

TDC per Notice PIH-2011-38; Year: 2020			
Type of Structure: Row House Area: Richmond, VA			
Bedroom Size	Number of Unit	TDC/Unit	Total Cost
1-BR	92	\$189,533	\$17,437,036
2-BR	112	\$229,388	\$25,691,456
3-BR	76	\$279,416	\$21,235,616
4-BR	32	\$331,124	\$10,595,968
TOTAL	312		\$74,960,076

RRHA provided an estimate of itemized rehabilitation costs, based on the existing conditions of the units, which is included in Exhibit - A at the end of this document. The rehabilitation cost was estimated to be \$45,461,912, which is 60.65 percent of the TDC limit.

RRHA proposed the disposition in accordance with 24 CFR 970.17(c) and has certified in HUD Form 52860-A that the disposition is appropriate for reasons that are in the best interests of the residents and the PHA, are consistent with the goals of the PHA and the PHA Plan and are otherwise consistent with the Housing Act. This disposition will facilitate the second phase of the Creighton Court redevelopment. The RRHA proposes disposition of the land upon completion of the demolition to redevelop the site utilizing Low Income Housing Tax Credits (LIHTC). The redeveloped site will be a mixed-income community, consisting of single-family homes, duplexes, townhomes, and three- and four-story multifamily apartment buildings, and a community center. The new homes and community center will address the accessibility and livability needs of residents as well as providing a variety of

appropriate unit choices for different resident groups. This strategy is consistent with the City's overall master plan for redevelopment.

DAA0011874:

Description and Proposed Removal Action

RRHA proposes the demolition of 2 non-dwelling buildings and 35 dwelling buildings containing 208 dwelling units and 2 non-dwelling units at Creighton Court, VA007000005. Details of the proposed demolition are as follows:

Creighton Courts, VA007000005						
DOFA: 09/06/1953						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units	0	122	207	129	47	505
Proposed Units	0	63	68	54	25	210
Number of Dwelling Buildings Existing						86
Number of Dwelling Buildings Proposed						35
Number of Non-Dwelling Building Existing						3
Number of Dwelling Building Proposed						2
Number of (Dwelling and Non-Dwelling) ACC Units in PHA's Total Housing Inventory for All Developments						3511
Proposed Building Number Per PIC: CA1, CA10, CA18, CA2, CA21, CA23, CA25, CA3, CA30, CA32, CA34, CA5, CA7, CA8, CA9, CB12, CB13, CB20, CB22, CB24, CC15, CC16, CC17, CC19, CC26, CC27, CC28, CC29, CC31, CC33, CC35, CC4, CC6, CD11, CD14,						

Reason(s) for Action (Justification)

RRHA proposed the demolition based the best interests of PHA and residents and consistent with PHA Plan and 1937 Act and has justified the demolition of the property in accordance with the specific criteria of 24 CFR 970.15 and PIH Notice 2021-07.

The units are physically obsolete per the analysis above. This application requests demolition approval for Phase III of the Creighton Court redevelopment, for which redevelopment details are not yet finalized. When the redevelopment details are finalized, RRHA will submit a disposition application for the underlying land.

Demolition Cost

The application states that it will cost approximately \$4,049,000 to demolish the subject units/buildings at Creighton Court, VA007000005. The RRHA plans to use FFY 2023 funds from Capital Funds to cover the cost of demolition.

Relocation

When the application was originally submitted to the Department, 190 units proposed for demolition/disposition were occupied. RRHA certified that it will comply with all applicable relocation requirements of 24 CFR 970.21 and all applicable civil rights requirements.

RRHA indicated it planned to offer displaced residents the following forms of comparable housing: tenant-based vouchers, project-based voucher units, other public housing units.

RRHA indicated it plans to request tenant protection vouchers (TPVs) from HUD based on this disposition approval to assist in relocating residents with Section 8 tenant-based assistance. RRHA indicated it would provide displaced residents with the following counseling and advisory services: one-on-one resident counseling to determine needs and housing preferences of residents, support for residents who wish to move off-site, and referrals to employment, education, health, and supportive services, that would be provided by RRHA's counseling and advisory team.

RRHA estimated relocation cost for the remaining residents includes moving expenses and counseling/advisory services. The details of the relocation plan are as follows:

Development Name, Development Number				
PIC Application Number	Phase	Relocation Begins After Approval in Days	Relocation Cost	Funding Source
DDA0010761	II	120	\$192,000	CFP FY2024
DDA0011874	III	820	\$250,000	CFP FY2026

Appraisal

The RRHA submitted an appraisal with the application. Colliers International Valuation & Advisory Services, an independent appraiser, determined the Fair Market Value (FMV) to be \$10,000,000, as of July 21, 2020.

Method of Sale

The RRHA proposed the disposition via a negotiated sale at less than FMV to Creighton Court Phase D, LLC; Creighton Court Phase G, LLC; and Creighton Court Phase F, LLC, via a 99-year ground lease at a lease price to be determined based on the financing structure of the transaction.

Use of Proceeds

RRHA does not anticipate any net proceeds. RRHA will use the value of the land as a source of financing for redevelopment in the form of a seller note.

Resident Consultation

1. Project(s) Specific Resident Organization(s): Creighton Court Tenant Council
2. PHA-wide Resident Organization: Richmond Tenants Organization (RTO)
3. Resident Advisory Board (RAB) in accordance with 24 CFR 903.13: Resident Advisory Board (RAB)

24 CFR 970.9(a) requires that an application for demolition/disposition be developed in consultation with residents who will be affected by the proposed action, any resident organizations for the development, PHA-wide resident organizations that will be affected by the demolition/disposition, and the Resident Advisory Board (RAB). The PHA must also submit copies of any written comments submitted to the PHA and any evaluation that the PHA has made of the comments.

RRHA staff met with Creighton Court residents on January 14, 2020 and August 13, 2020 to discuss the redevelopment of Creighton Court. RRHA met with the Resident Tenant Organization on January 23, 2020; February 27, 2020; and September 22, 2020. RRHA met with the RAB on August 6, 2020. RRHA provided meeting notes, presentation materials, and sign-in sheets with the application.

Offer for Sale to the Resident Organization

24 CFR 970.9(b) (1) of the regulations requires that a PHA offer the opportunity to purchase the property proposed for disposition to any eligible resident organization, eligible resident management corporation as defined in 24 CFR part 964, or to a nonprofit organization acting on behalf of the residents if the resident entity has expressed an interest in purchasing the property for continued use as low-income housing. RRHA made a formal offer for purchase of the subject property to Richmond Tenant Organization (RTO) via a letter dated September 14, 2020. The 30-day period to express an interest to purchase the development expired on October 14, 2020. As no response was received from the RTO, RRHA has satisfied the requirements of 24 CFR 970.9(b) (1).

Mayor/Local Government Consultation and Board Resolution

As required by 24 CFR 970.7(a)(14), the application package includes a letter of support from the Honorable Levar M. Stoney, Mayor of the City of Richmond, dated December 4, 2020. The last resident consultation was on September 22, 2020. As required by 24 CFR 970.7(a)(13), RRHA's Board of Commissioners approved the submission of the disposition application for the proposed property on December 16, 2020.

Approval

DDA0010761:

Demolition:

The Department has reviewed the application and finds it to be consistent with Section 18 of the Act, and the implementing regulations, 24 CFR part 970, including requirements related to resident consultation, relocation, and opportunity to purchase the property by the resident organization. Based upon the review, the Department finds that the requirements of 24 CFR part 970 and Section 18 of the Act have been met, the proposed demolitions/disposition at Creighton Courts, VA007000005, as described in the application and identified below, is hereby approved.

Creighton Court, VA007000005						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units	0	122	207	129	47	505
Proposed Units	0	28	44	22	8	102
Number of Dwelling Buildings Existing						86
Number of Dwelling Buildings Proposed						17
Number of Non-Dwelling Building Existing						3
Number of Dwelling Building Proposed						1
Number of (Dwelling and Non-Dwelling) ACC Units in PHA's Total Housing Inventory for All Developments						3511
Proposed Building Number Per PIC: CA41, CA43, CA44, CA46, CA52, CA54, CA55, CB42, CB45, CB47, CB49, CB50, CC51, CC53, CC56, CC57, CD48, CD82						

Disposition:

Creighton Court, VA007000005				
Approved for Disposition: Acres: 11.42				
Total Number of Non-Dwelling Buildings to be Developed on Property: 0	Less than 80% of Area Median Income			
Total Number of Units to be Developed on Property: 260	ACC	Non-ACC	PBV	Market Rate
Rental	0	185	75	0
Name of Acquiring Entity	Creighton Court Phase D, LLC Creighton Court Phase G, LLC Creighton Court Phase F, LLC			
Method of Disposition	99-year ground lease at below FMV			
Lease Price	TBD			
Commensurate Public Benefit	Development of low-income housing			

DDA0011874: Demolition Only.

Creighton Courts, VA007000005						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units	0	122	207	129	47	505
Proposed Units	0	63	68	54	25	210
Number of Dwelling Buildings Existing						86
Number of Dwelling Buildings Proposed						35
Number of Non-Dwelling Building Existing						3
Number of Dwelling Building Proposed						2
Number of (Dwelling and Non-Dwelling) ACC Units in PHA's Total Housing Inventory for All Developments						3,864
Proposed Building Number Per PIC: CA1, CA10, CA18, CA2, CA21, CA23, CA25, CA3, CA30, CA32, CA34, CA5, CA7, CA8, CA9, CB12, CB13, CB20, CB22, CB24, CC15, CC16, CC17, CC19, CC26, CC27, CC28, CC29, CC31, CC33, CC35, CC4, CC6, CD11, CD14,						

Conditions

The RRHA shall ensure that 260 units of other housing are developed on the property and operated as affordable and reserved for families at or below 80 percent of AMI for a period of not less than 30 years.

- These use restrictions requiring that the acquiring entities develop and operate the properties as 260 units affordable at incomes at or below 80 percent of AMI for 30 years, must be enforced by use agreements, or other legal mechanisms as determined by the HUD Richmond Program Center OPH. Such use restriction documents must be recorded in a first priority position against the properties, prior to any financing documents or other encumbrances, and remain in effect even in the event of default or foreclosure on the properties.
- The acquiring entities shall maintain ownership and operation of the property during the use restriction period. The owner shall not convey, sublease or transfer the property approved for this disposition without prior approval from the RRHA and the Department at any point during the period of use restriction;
- The use restrictions shall be covenants that run with the land, and shall bind and inure to the benefit of the parties, their successors and assigns, and every party now or hereafter acquiring any right, title, or interest therein or in any part thereof;
- Certain involuntary transfers of the property, such as to a secured lender upon default under the security documents, or pursuant to foreclosure, may occur, with the use restrictions surviving the transfer. Any subsequent transfers shall require prior written approval from the RRHA and HUD; and
- The RRHA is responsible for monitoring and enforcing these use restrictions during the period they are in effect.

Other Requirements

The Department reminds the RRHA that pursuant to 24 CFR 970.21(c)(2), if any of the following types of federal financial assistance is used in connection with the demolition of public housing, the project is subject to section 104(d) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(d) (as amended), including the relocation payment provisions and the anti-displacement provisions, which require that comparable replacement dwellings be provided within the community for the same number of occupants as could have been housed in the occupied and vacant, occupiable low- and moderate-income units:

- Community Development Block Grant (CDBG) program, 42 U.S.C. 5301 et seq. (including loan guarantees under section 108 of the Housing and Community Development Act of 1974, 42 U.S.C. 5308 et seq.); or
- HOME program, 42 U.S.C. 12701 et seq.

Please contact the HUD Richmond Program Center OPH for additional guidance, if applicable.

Operating Subsidy

Please be aware that in accordance with 24 CFR 990.114, the demolition of these units will affect RRHA's operating subsidy eligibility. Please contact your Portfolio Manager at the HUD Richmond Program Center OPH for additional guidance.

Tenant Protection Vouchers

The date of this approval determines RRHA's maximum TPV eligibility for TPVs based on the 24-month look-back period in current appropriations laws. However, this approval does not determine RRHA's actual TPV award. Rather, RRHA's actual TPV award is based on the HCV Funding Notice in effect at time RRHA submits its TPV application (HUD-52515) and the availability of TPV funding. The current HCV funding notice is PIH Notice 2022-14.

At the time of this approval, 200 public housing units were occupied, and 109 units were occupied within 24 months. In connection with this demolition/disposition, RRHA does not intend to redevelop public housing units. Based on this, RRHA may be eligible for maximum TPVs as follows:

Type of TPVs	Relocation TPVs	Replacement TPVs
Maximum TPV Award	0	309

HUD will not automatically issue TPVs to RRHA as part of this approval. Instead, RRHA must apply to HUD separately for TPVs in accordance with PIH Notice 2022-14, or the current HCV Funding Notice in effect at the time RRHA submits the TPV application. RRHA cannot submit the TPV request until it needs the TPVs for purposes of relocating the residents who will be displaced (generally no sooner than 30-60 days from the planned start of relocation for each phase). The timing of the RRHA's TPV application submission and the start of relocation noted in this approval should be consistent.

As part of its TPVs request, RRHA must submit the following to the HUD Richmond OPH:

- a) The name and IMS/PIC application number of the public housing project in this demolition approval.
- b) The number of TPVs requested (subject to the limitations above);
- c) Form HUD-52515 (Voucher Funding Application). If lease-up will cover more than one calendar year, the RRHA must submit a separate Form HUD-52515 for each calendar year;
- d) A leasing schedule that identifies the number of TPVs that will be leased on a month-to-month basis. If lease-up will cover more than one calendar year, RRHA must submit separate leasing schedules for each calendar year; and
- e) A copy of this approval (PDF version - signed and dated).

The HUD Richmond OPH will conduct a threshold review of the TPV request prior to sending the request to HUD's Financial Management Center (FMC) for a final determination and processing. HUD's FMC will notify PHAs in writing of their final TPV award.

Capital Fund Financing Program

As of August 11, 2022, RRHA did not have HUD approval of a Capital Fund Financing Program (CFFP) proposal.

PIC and Monitoring - RRHA

In accordance with 24 CFR 970.7(a)(4), the RRHA provided the following general timetable based on the number of days major actions will occur following approval of the application:

DDA0010761:

	Milestone	Number of Days after Approval
A	Begin relocation of residents	120
B	Complete relocation of residents	210
C	Execution of contract for removal	270
D	Actual Removal Action (disposition)	360

DDA0011874:

	Milestone	Number of Days after Approval
A	Begin relocation of residents	820
B	Complete relocation of residents	1000
C	Execution of contract for removal	1090
D	Actual Removal Action (demolition)	1180

The Department recognizes that a PHA's plans to start relocation sometimes change.

However, because the Department relies on this information to determine Operating Funds subsidy, PHAs are responsible for ensuring the days to relocation information in a SAC application is reasonably accurate. If days to relocation in a SAC application is not reasonably accurate, asset repositioning fee (ARF) payments under 24 CFR 990.190 may begin prematurely and a PHA may receive less Operating Fund subsidy than it otherwise would be entitled to receive. A PHA may even find itself in a situation where it is operating public housing units without any Operating Fund subsidy. Therefore, it is essential that PHAs make timely requests to the Department for any necessary modifications to the days to relocation in a SAC application. Note that after the Operating Fund subsidy revisions deadline in the first year of ARF eligibility, no further changes to the days to relocation in an approved SAC application or HUD-52723 can be made.

If the RRHA becomes aware that the days to begin relocation information (noted in Field A above table - Begin relocation of residents) is not reasonably accurate, the RRHA must send an email to the Director of Richmond Program Center OPH within five business days, with a copy to the HUD PIH staff member assigned to the PHA using the following Subject "*PHA Code, SAC application DDA Number, Modification to Days to Relocation*". The RRHA must include the new estimated number for the days to relocation, along with a brief explanation of the reason for the modification. The Richmond Program Center OPH will review the request to ensure it is reasonable/it has no information that is inconsistent with the request (e.g. information from residents that relocation has started) and that the new estimated days to relocation is not past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility. If the RRHA's request is acceptable, SAC will modify the days to relocation in the SAC application in IMS/PIC and email the PHA notifying it that it has made the change. SAC processes these modifications as technical corrections and will not issue a formal written amendment to this approval. If the RRHA's request is not acceptable (e.g. the requested new days to relocation is past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility), the Richmond Program Center OPH will deny the request in writing. The RRHA must keep adequate records of all relocations (including actual relocation start dates) for purposes of HUD monitoring.

In accordance with 24 CFR 970.35 of the regulation, your agency is required to inform the HUD Richmond Program Center OPH of the status of the project (i.e., delays, actual demolition/disposition, modification requests or other problems). Within seven days of demolition completion and making the final payment to the demolition contractor, the RRHA must enter the "actual" dates of demolition/disposition, directly into the IMS/PIC data system, Inventory Removals sub-module under "Removed from Inventory" tab for the HUD Richmond Program Center OPH approval, using the following procedure:

- On the screen, select the appropriate "Development Number", then select "Add Transaction". On the next screen, select the appropriate "Application Number" from the drop-down menu. In the "Action/Closing Date" box, enter the removal date. If the properties in an application were removed on multiple dates, a separate transaction is needed for each action date. The remaining steps are as applicable.
- If removal is by building(s), use "Remove Residential Inventory By Building" section, select the appropriate building(s) available in the "Complete Buildings Available" box and transfer them to the "Proposed Buildings" box.

- For removal of some units in a building, use “Remove Residential Inventory By Unit” section. To select the appropriate unit(s) available, use the drop-down "Select the building number" box which populates the "Units Available" box. Transfer the appropriate units to the "Proposed Units" box.
- For removal of non-dwelling buildings without PIC building numbers, use “Remove Non-Residential Inventory” section. Fill in the number of non-dwelling buildings without PIC building numbers.
- Save the information using the "Save" button. The status of this information is then displayed as "Draft."
 - RRHA supervisory staff submits the information to the RRHA Executive Director, or the designated final reviewer at the RRHA, using the Submission sub tab. The status becomes "Submitted for Review".
 - The RRHA Executive Director or designee uses the Review sub tab to reject the transaction, which places it in a "Rejected" status, or approves, which places it in a "Submitted for Approval" status.
- If the submission is rejected by HUD, the RRHA may modify the information by repeating the previous procedure. If the transaction is rejected, the status becomes "Rejected." If the HUD Richmond Program Center OPH approves the transaction, the status in IMS/PIC permanently changes to "Removed from Inventory (RMI)".

When the demolition/disposition is completed by each phase, please submit a report to the HUD Richmond Program Center OPH confirming the action and certifying compliance with all applicable requirements. Auditable financial statements, expenditures and files for each transaction relative to the action must be maintained, available upon request and forwarded with the final report.

The RRHA must retain records of the SAC application and its implementing actions of HUD’s approval of this SAC application for a period of not less than 3 years following the last required action of HUD’s approval.

PIC and Monitoring – OPH

It is the Richmond Program Center OPH’s responsibility to monitor this activity based on its latest risk assessment. The Richmond Program Center OPH must review the relocation change request submitted by RRHA, within 10 business days, to ensure it is reasonable/it has no information that is inconsistent with the request (e.g. information from residents that relocation has started) and that the new estimated days to relocation is not past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility. If the RRHA’s request is acceptable, notify [SACTA@hud.gov via an email](mailto:SACTA@hud.gov). The SAC will modify the days to relocation in the SAC application in IMS/PIC and email the RRHA notifying that change has been made. If the RRHA’s request is not acceptable (e.g. the requested new days to relocation is past the Operating Fund subsidy revisions deadline in the first year of ARF eligibility), the Richmond Program Center OPH will deny the request in writing.

The Richmond Program Center OPH must verify that the actual data is entered in IMS/PIC by the RRHA within seven days of demolition/disposition and final payment to

ensure the Department is not overpaying operating subsidy and the Capital Fund formula data is correct.

When the PHA submits an Inventory Removal action in IMS/PIC, your Office will be notified seeking inventory removal approval via a PIC system generated email to your designated PIC coach or another person. Below is a sample notification email:

“Subject: Inventory Removal Submittal Notification (HA code)
Inventory removals have been submitted for approval by your office on [submission date] by [HA Code].”

When the above email is received, your Office is responsible for the review and approval or rejection of the PHA’s Inventory Removal submission within seven days.

The HUD Richmond Program Center OPH has been informed of this approval and its staff is available to provide any technical assistance necessary for your agency to proceed with the demolition/disposition.

As the RRHA starts the process of implementation, I urge you to continue to maintain an open dialogue with your residents and local officials. If you have to modify your plans, please contact the SAC at SACTA@hud.gov. As always, my staff and I are available to assist you in any way possible.

Sincerely,

**JANE
HORNSTEIN**

Jane B. Hornstein
Director

Digitally signed by: JANE HORNSTEIN
DN: CN = JANE HORNSTEIN C = US
O = U.S. Government OU = Department
of Housing and Urban Development,
Office of Public and Indian Housing
Date: 2022.10.04 12:37:46 -05'00'

cc: HUD Richmond Program Center OPH
Enclosure



OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Chicago, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 913-8892

September 22, 2023

Mr. Steven Nesmith
Executive Director
Richmond Redevelopment and Housing Authority
901 Chamberlayne Parkway
Richmond, Virginia 23220-2309

Dear Mr. Steven Nesmith:

The U.S. Department of Housing and Urban Development's Special Applications Center Authority's (RRHA) request to amend the previous SAC approval at Creighton Court, VA007000005, the application known as DDA0010314 in the Inventory Management System/Public and Indian Housing Information Center (IMS/PIC) system.

Most Recent SAC Removal Approval

On March 4, 2021, the SAC approved the demolition and disposition of 32 dwelling buildings containing 192 dwelling units and 11.06 acres of vacant land as follows:

Demolition:

Table with 7 columns: Bedroom Size, 0-BR, 1-BR, 2-BR, 3-BR, 4+BR, Total. Rows include Existing Units, Approved Units, and various building/unit numbers.

Disposition:

Creighton Court, VA007000005				
Approved for Disposition: Acres: 11.06				
Total Units to be Redeveloped 248	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Rental	0	122	66	60
Acquiring Entity (Rental Units)	Tax credit entity TBD			
Method of Sale	Negotiated ground lease at below FMV			
Lease Price	TBD			
Purpose	Development of mixed-income housing			

Current Request

Here, the RRHA is requesting to adjust the prior SAC approval to include the name of the acquiring entity, Creighton Phase A LLC, with a lease price of \$875,000. This lease price is only for a portion of the acreage, and further ground leases will be added on future closings. The RRHA's Board approved the change in Board Resolution 2023-35 on September 20, 2023.

Approval

The SAC has reviewed the application and finds it to be consistent with Section 18 of the Act, and the implementing regulations, 24 CFR part 970. Based upon the review, the SAC finds that the requirements of 24 CFR part 970 and Section 18 of the Act have been met, thus the proposed changes of the prior SAC approved demolition and disposition at Creighton Court, VA007000005, as described above, is hereby approved. The name of the acquiring entity shall now be Creighton Phase A LLC and the lease price shall be \$875,000.

The HUD Richmond OPH has been informed of these changes and its staff is available to provide any technical assistance necessary for your agency to proceed with these minor adjustments. All other conditions of the original SAC approval letter that were not specifically addressed in this letter remain as stipulated. Notwithstanding this, if there are any inconsistencies or ambiguities between this letter and the SAC's previous approval, this letter shall control. As the RRHA continues its processes of implementation, I urge you to continue to maintain an open dialogue with your residents and local officials. If you must modify your plans, please contact the SAC at SACTA@HUD.GOV. As always, my staff and I are available to assist you in any way possible.

Sincerely,

Jane B. Hornstein
Director

cc: HUD Richmond OPH



OFFICE OF PUBLIC AND INDIAN HOUSING

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
 77 W. Jackson Blvd., Room 2401
 Chicago, Illinois 60604-3507
 Phone: (312) 353-6236 Fax: (312) 913-8892

October 10, 2023

Mr. Steven Nesmith
 Executive Director
 Richmond Redevelopment and Housing Authority
 901 Chamberlayne Parkway
 Richmond, Virginia 23220-2309

Dear Mr. Nesmith:

The U.S. Department of Housing and Urban Development’s Special Applications Center (SAC) received, via email, on October 5, 2023, the Richmond Redevelopment and Housing Authority’s (RRHA) requested to further amend the previous SAC approvals detailing actions at Creighton Court, VA007000005, via the application known as DDA0010314 in the Inventory Management System/Public and Indian Housing Information Center (IMS/PIC) system.

Approvals

On March 4, 2021, the SAC approved the demolition and disposition of 32 dwelling buildings containing 192 dwelling units and 11.06 acres of vacant land as indicated below:

Demolition:

Creighton CT, VA007000005						
DOFA: 9/6/1953						
Bedroom Size	0-BR	1-BR	2-BR	3-BR	4+BR	Total
Existing Units		124	206	128	46	504
Approved Units		32	94	52	14	192
Number of Dwelling Buildings Existing						86
Number of Dwelling Buildings Approved						19
Number of Non-Dwelling Buildings Existing						0
Number of Non-Dwelling Buildings Approved						0
Number of (Dwelling and Non-Dwelling) ACC Units in PHA’s Total Housing Inventory for All Developments						3592
Building or Unit Number Per PIC: CA25, CA39, CA59, CA63, CA66, CA74, CA75, CA76, CA77 CB37, CB38, CB40, CB60, CB62, CB67, CB69, CB70, CB71, CB78, CB80, CB82, CB84 CC58, CC64, CC65, CC72, CC73, CC79, CC83 CD36, CD61, CD68, CD81						

Disposition:

Creighton Court, VA007000005				
Approved for Disposition: Acres: 11.06				
Total Units to be Redeveloped. 248	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Rental	0	122	66	60
Acquiring Entity (Rental Units)	Tax credit entity TBD			
Method of Sale	Negotiated ground lease at below FMV			
Lease Price	TBD			
Purpose	Development of mixed-income housing			

Most Recent SAC Removal Approval

Then, on September 22, 2023, the SAC approved the RRHA to adjust the prior SAC approval to also include the name of the acquiring entity, Creighton Phase A LLC, with a lease price of \$875,000. This lease price was only for a portion of the acreage, and further ground leases will be added on future closing dates.

Current Request

Now, the RRHA is requesting that the initial SAC approval be further adjusted to clarify the specifics detailed in the below chart. The RRHA wishes to note how many units in each development phase will be 'affordable' as well as 'supported PBV' units, as shown below.

Creighton Court, VA007000005				
Approved for Disposition: Acres: 11.06				
Total Units to be Redeveloped: 200	Less than 80% of Area Median Income			
	ACC	Non-ACC	PBV	Market Rate
Phase A	0	68	21	0
Phase B	0	72	18	0
Phase C	0	0	0	60
Acquiring Entity*	Creighton Phase A LLC			
Method of Sale	Negotiated ground lease at below FMV			
Lease Price	\$875,000			
Purpose	Development of mixed-income housing			

Approval

The SAC has reviewed this amendment request and finds it to be consistent with Section 18 of the Act, and the implementing regulations, 24 CFR part 970. Based upon the review, the SAC finds that the requirements of 24 CFR part 970 and Section 18 of the Act have been met, thus the proposed changes detailed above, are hereby approved.

The HUD Richmond OPH has been informed of these changes and its staff is available to provide any technical assistance necessary for your agency to proceed with these minor

adjustments. All other conditions of the original SAC approval letter that were not specifically addressed in this letter remain as stipulated. Notwithstanding this, if there are any inconsistencies or ambiguities between this letter and the SAC's previous approval, this letter shall control. If you must modify your plans, please contact the SAC at SACTA@HUD.GOV. As always, my staff and I are available to assist you in any way possible.

Sincerely,

Jane B. Hornstein
Director

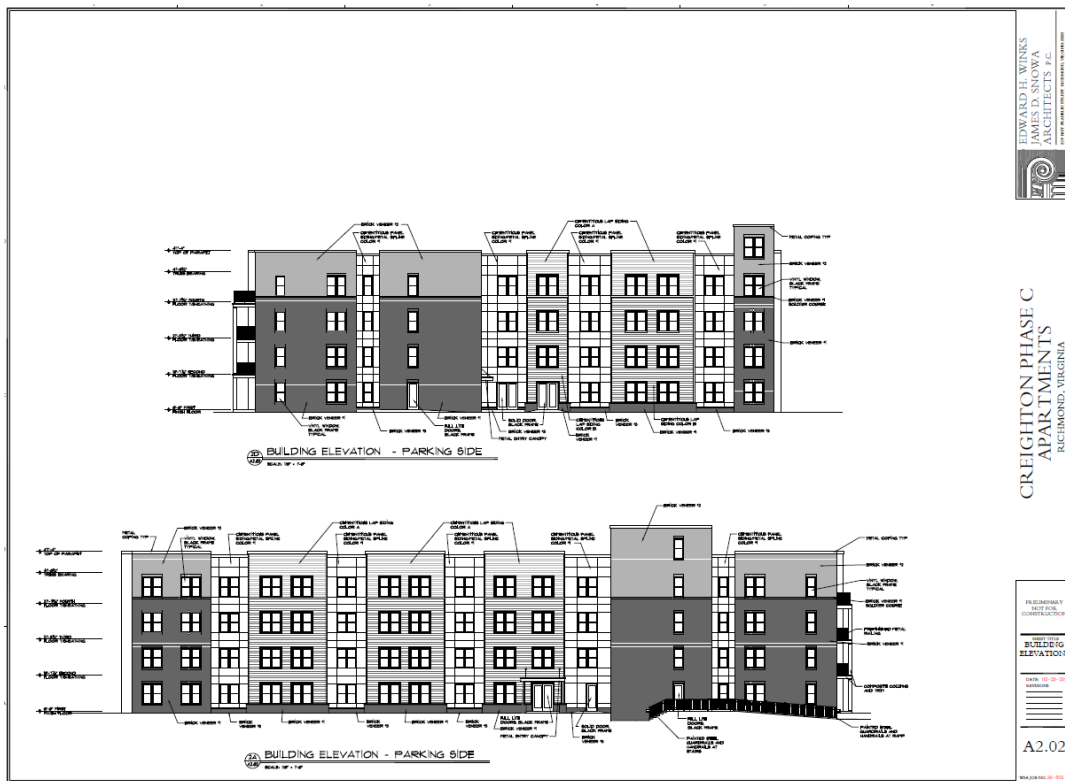
cc: HUD Richmond OPH

Tab R:

Documentation of Utility Allowance calculation



Utility Allowance Study
for
Creighton Phase C
3100 Newbourne St.
Richmond, VA
Date: March 2026



To:
The Community Builders
Attn. Brandon Moore

Prepared By:
Walter Mendoza, Managing Partner
Hedgerow Partners, LLC
11010 Brent Road
Potomac MD, 20854



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I. Methodology and Certification

The following are the utility allowances for the new to be built Creighton Phase C Apartments at 3100 Newbourne St. in Richmond, VA. The apartments will be all electric with high efficient split system heat pumps for the heating and cooling and electric water heating. Residents will also pay for water/sewer and that allowance is also reflected in Part II. The calculations follow IRS regulations 26 CFR § 1.42-10 - Utility allowances and are based on Option (E) the “Energy Consumption Model” which takes into account specific factors including, but not limited to, unit size, building orientation, design and materials, mechanical systems, appliances, characteristics of the building location, and available historical data. This data was input and run using Carrier Hourly Analysis Program or “HAP” 4.9 software. The calculations and supporting simulations were done for a typical one bedroom one bath, a typical two bedroom two bath and a typical three bedroom two bath. The consumption data was based on accurate data for similar apartments and on ASHRAE engineering consumption data tables. Also, data was gathered from the Energy Information Administration’s website at www.eia.doe.gov with respect to U.S. Household Electricity Consumption as well as RESNET Guidelines for Multifamily. Then this data was cross checked by running the computer model. All simulations were run with the applicable weather data and utility rates for the respective city. Attached you will find the breakdown by apartment followed by simulation data that was used to support the “Energy Consumption Model.”

Prepared By: Walter Mendoza, RESNET Accredited, LEED AP, Energy Consultant

Utilities	1-BR	2-BR	3-BR
Heating	\$7.00	\$9.00	\$14.00
Air Conditioning	\$4.00	\$6.00	\$12.00
Cooking	\$5.00	\$6.00	\$6.00
Lighting	\$6.00	\$8.00	\$11.00
Hot Water	\$32.00	\$43.00	\$51.00
Other*	\$31.00	\$36.00	\$41.00
Water	\$19.00	\$25.00	\$33.00
Sewer	\$33.00	\$43.00	\$56.00
Trash	NA	NA	NA
Total utility allowance for costs paid by tenant	\$137	\$176	\$224

Disclaimer: This analysis is not intended to predict the exact energy consumption for the apartment(s), but rather it is intended to be an estimate based on the data provided to us by the owner, as well as accepted usages in line with eia.gov residential energy surveys and estimates for household appliances. This simulation uses historic data for weather and cannot predict changes in weather patterns or other factors such as end user habits, miscellaneous electrical loads, controls or other factors which could alter the estimates.

II. Utility Allowance Analysis

	1 Bedroom	Square Footage	Applies to All
Component			\$
Air System Fans			21.00
Cooling			
Degree Days	SEER	TONS	
1435	14.5	1	
			50.00
Heating			
Degree Days	HSPF	HEAT LOSS (MBH)	
3919	8.5	4.5	
Heating			84.00
HVAC Sub-Total			155.00
	KWH/YEAR	UTILITY RATE	Total Cost
		0.18	
Lights	401		71.13
Electric Equipment			
Energy Recovery Ventilator	202		35.83
Dehumidifier	126		22.35
Washer/Dryer	727		128.96
Ceiling Fan(s)	108		19.16
Disposal	26		4.61
Dishwasher	87		15.43
Microwave	101		17.92
Refri/Freezer	434		76.99
Misc	101		17.92
Range	170		30.16
Oven	200		35.48
Water Heater	2137		379.07
	4820		783.87
Non-HVAC Sub-Total			855.00
			Total Cost
Water/Sewer			626.27
Grand Total		Year	\$1,636.27
		Month	\$136.36

Apartment Type	2 Bedroom	Square Footage	Applies to All
Component			(\$)
Air System Fans			34.00
Cooling			
Degree Days	SEER	TONS	
1435	14.5	1.5	
			70.00
Heating			
Degree Days	HSPF	HEAT LOSS (MBH)	
3919	8.5	5.6	
Heating			105.00
HVAC Sub-Total			209.00
	KWH/YEAR	UTILITY RATE	Total Cost
		0.17	
Lights	549		94.18
Electric Equipment			
Energy Recovery Ventilator	202		34.65
Dehumidifier	132		22.65
Washer/Dryer	887		152.17
Ceiling Fan(s)	162		27.79
Disposal	34		5.83
Dishwasher	92		15.78
Microwave	202		34.65
Refri/Freezer	434		74.45
Misc	202		34.65
Range	200		34.31
Oven	209		35.85
Water Heater	3037		521.01
	6342		993.82
Non-HVAC Sub-Total			1,088.00
			Total Cost
Water/Sewer			810.46
Grand Total		Year	\$2,107.46
		Month	\$175.62

Apartment Type	3 Bedroom	Square Footage	Applies to All
Component			\$
Air System Fans			40.00
Cooling			
Degree Days	SEER	TONS	
1435	14.5	2.5	
			141.00
Heating			
Degree Days	HSPF	HEAT LOSS (MBH)	
3919	8.5	8.4	
Heating			173.00
HVAC Sub-Total			354.00
	KWH/YEAR	UTILITY RATE	Total Cost
		0.17	
Lights	756		126.86
Electric Equipment			
Energy Recovery Ventilator	202		33.90
Dehumidifier	159		26.68
Washer/Dryer	1047		175.69
Ceiling Fan(s)	233		39.10
Disposal	42		7.05
Dishwasher	102		17.12
Microwave	236		39.60
Refri/Freezer	434		72.83
Misc	202		33.90
Range	200		33.56
Oven	228		38.26
Water Heater	3638		610.47
	7479		1,128.14
Non-HVAC Sub-Total			1,255.00
			Total Cost
Water/Sewer			1,068.34
Grand Total	Year		\$2,677.34
	Month		\$223.11

Water Sewer Breakdown

	Gal/Day	Ccf per Day	Ccf/Year	Ccf/Month	Richmond Water Rates (\$/Ccf)	Total Monthly	Total Yearly
1 BR	85	0.1136289	41.4745303	3.4562109	\$5.53	\$19.11	\$229.35
2BR	110	0.1470491	53.6729215	4.4727435	\$5.53	\$24.73	\$296.81
3BR	145	0.1938375	70.7506693	5.8958891	\$5.53	\$32.60	\$391.25

	Gal/Day	Ccf per Day	Ccf/Year	Ccf/Month	Richmond Sewer Rates (\$/Ccf)	Total Monthly	Total Yearly
1 BR	85	0.1136289	41.4745303	3.4562109	\$9.57	\$33.08	\$396.91
2BR	110	0.1470491	53.6729215	4.4727435	\$9.57	\$42.80	\$513.65
3BR	145	0.1938375	70.7506693	5.8958891	\$9.57	\$56.42	\$677.08

	Total Monthly Water and Sewer	Total Yearly
1 BR	\$52.19	626.26541
2BR	\$67.54	810.46111
3BR	\$89.03	1068.3351

Annual Cost Summary

Creighton Phase C Apartments 2026
Hedgerow Partners, LLC

03/02/2026
03:33PM

Table 1. Annual Costs

Component	1 Bedroom (\$)	2 Bedroom (\$)	3 Bedroom (\$)
Air System Fans	21	34	40
Cooling	50	70	141
Heating	84	105	173
Pumps	0	0	0
Heat Rejection Fans	0	0	0
HVAC Sub-Total	154	209	354
Lights	73	94	126
Electric Equipment	0	0	0
Misc. Electric	782	994	1,129
Misc. Fuel Use	0	0	0
Non-HVAC Sub-Total	855	1,088	1,255
Grand Total	1,009	1,297	1,609

Table 2. Annual Cost per Unit Floor Area

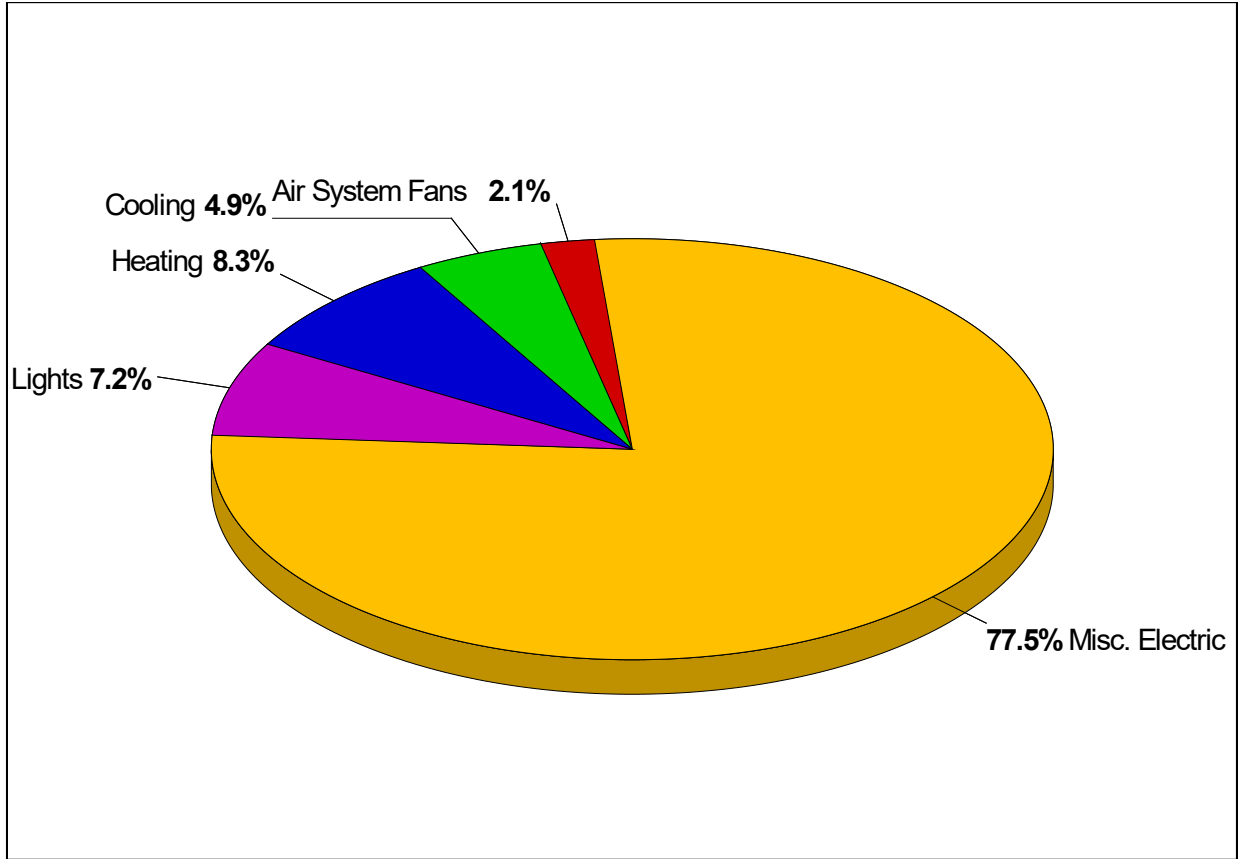
Component	1 Bedroom (\$/ft ²)	2 Bedroom (\$/ft ²)	3 Bedroom (\$/ft ²)
Air System Fans	0.031	0.035	0.031
Cooling	0.072	0.071	0.111
Heating	0.122	0.106	0.135
Pumps	0.000	0.000	0.000
Heat Rejection Fans	0.000	0.000	0.000
HVAC Sub-Total	0.224	0.212	0.278
Lights	0.106	0.095	0.099
Electric Equipment	0.000	0.000	0.000
Misc. Electric	1.137	1.006	0.886
Misc. Fuel Use	0.000	0.000	0.000
Non-HVAC Sub-Total	1.243	1.101	0.985
Grand Total	1.467	1.313	1.262
Gross Floor Area (ft ²)	688.0	988.0	1275.0
Conditioned Floor Area (ft ²)	688.0	988.0	1275.0

Note: Values in this table are calculated using the Gross Floor Area.

Table 3. Component Cost as a Percentage of Total Cost

Component	1 Bedroom (%)	2 Bedroom (%)	3 Bedroom (%)
Air System Fans	2.1	2.6	2.5
Cooling	4.9	5.4	8.8
Heating	8.3	8.1	10.7
Pumps	0.0	0.0	0.0
Heat Rejection Fans	0.0	0.0	0.0
HVAC Sub-Total	15.3	16.1	22.0
Lights	7.2	7.2	7.8
Electric Equipment	0.0	0.0	0.0
Misc. Electric	77.5	76.6	70.1
Misc. Fuel Use	0.0	0.0	0.0
Non-HVAC Sub-Total	84.7	83.9	78.0
Grand Total	100.0	100.0	100.0

Annual Component Costs - 1 Bedroom



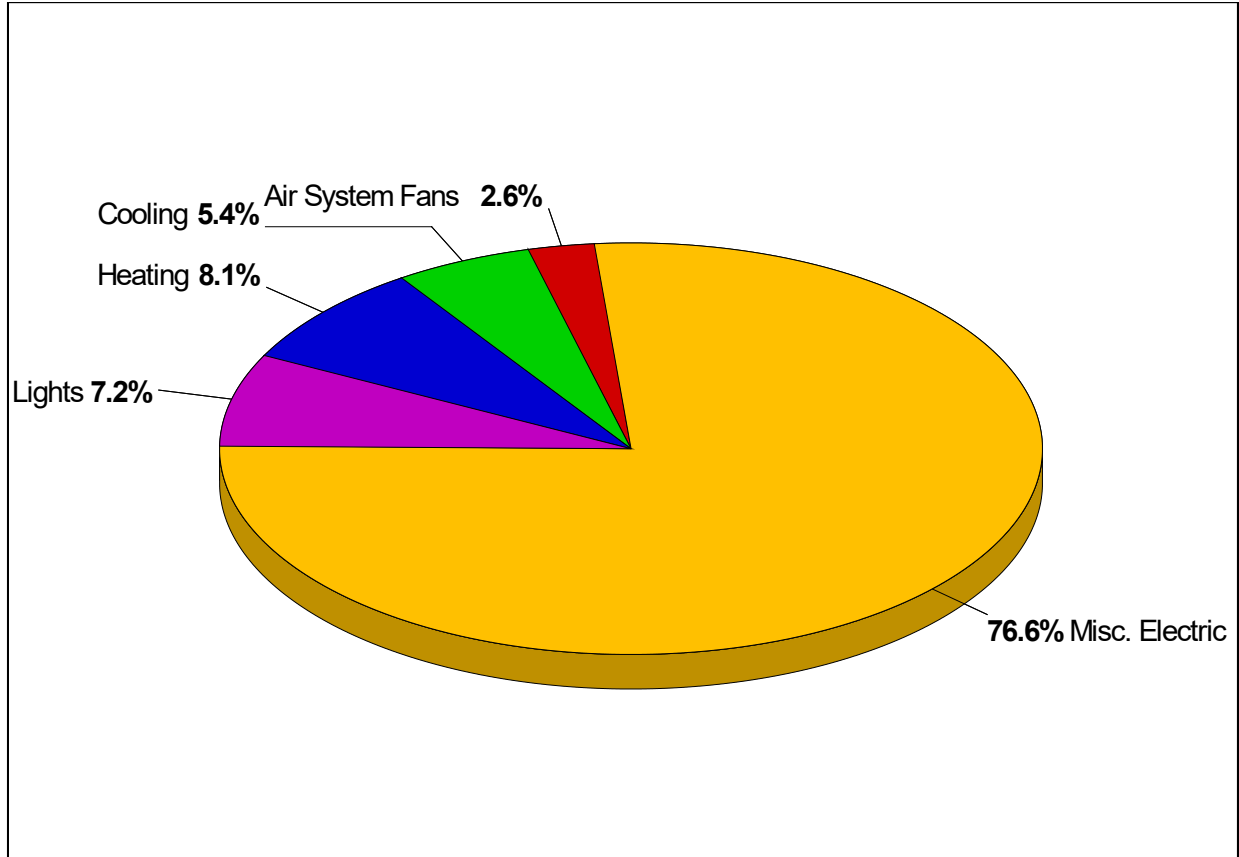
1. Annual Costs

Component	Annual Cost (\$)	(\$/ft ²)	Percent of Total (%)
Air System Fans	21	0.031	2.1
Cooling	50	0.072	4.9
Heating	84	0.122	8.3
Pumps	0	0.000	0.0
Heat Rejection Fans	0	0.000	0.0
HVAC Sub-Total	154	0.224	15.3
Lights	73	0.106	7.2
Electric Equipment	0	0.000	0.0
Misc. Electric	782	1.137	77.5
Misc. Fuel Use	0	0.000	0.0
Non-HVAC Sub-Total	855	1.243	84.7
Grand Total	1,009	1.467	100.0

Note: Cost per unit floor area is based on the gross building floor area.

Gross Floor Area **688.0** ft²
 Conditioned Floor Area **688.0** ft²

Annual Component Costs - 2 Bedroom



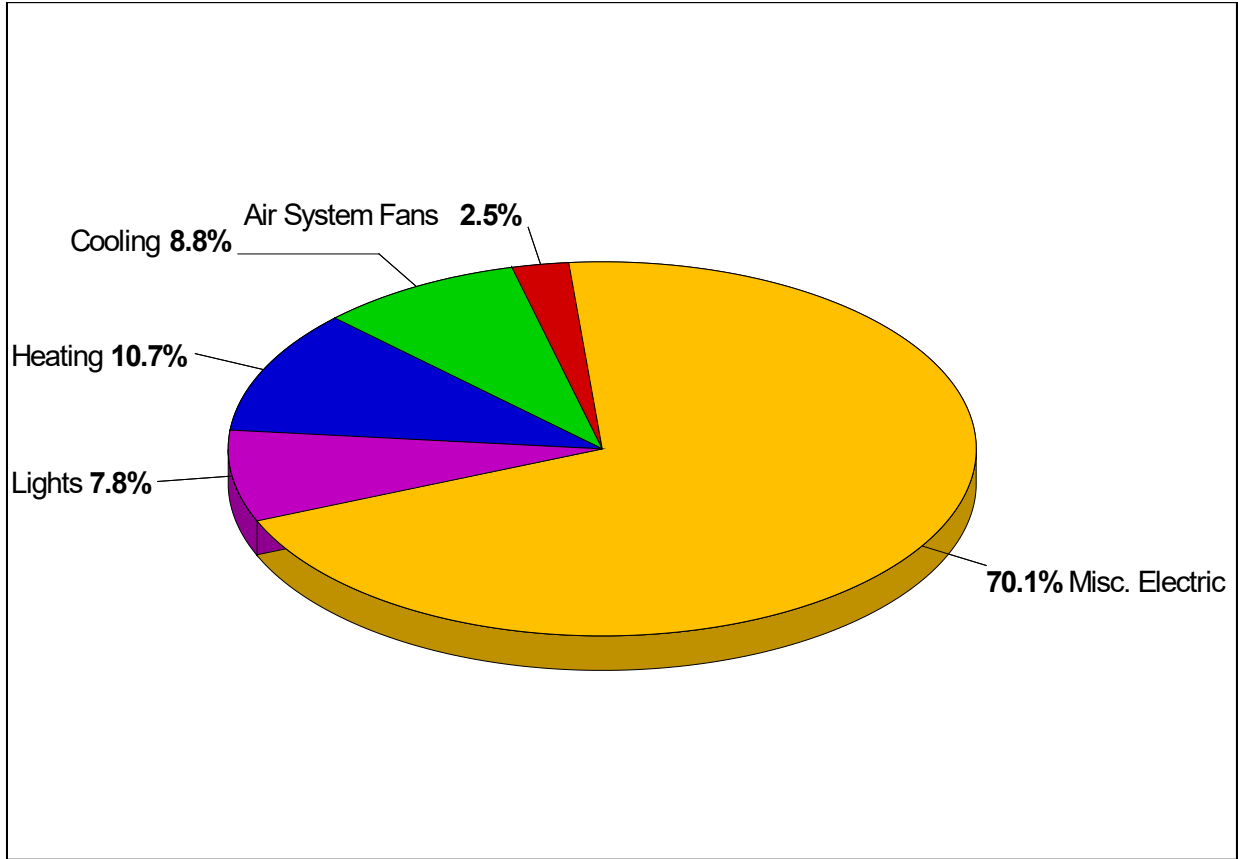
1. Annual Costs

Component	Annual Cost (\$)	(\$/ft ²)	Percent of Total (%)
Air System Fans	34	0.035	2.6
Cooling	70	0.071	5.4
Heating	105	0.106	8.1
Pumps	0	0.000	0.0
Heat Rejection Fans	0	0.000	0.0
HVAC Sub-Total	209	0.212	16.1
Lights	94	0.095	7.2
Electric Equipment	0	0.000	0.0
Misc. Electric	994	1.006	76.6
Misc. Fuel Use	0	0.000	0.0
Non-HVAC Sub-Total	1,088	1.101	83.9
Grand Total	1,297	1.313	100.0

Note: Cost per unit floor area is based on the gross building floor area.

Gross Floor Area **988.0** ft²
 Conditioned Floor Area **988.0** ft²

Annual Component Costs - 3 Bedroom



1. Annual Costs

Component	Annual Cost (\$)	(\$/ft ²)	Percent of Total (%)
Air System Fans	40	0.031	2.5
Cooling	141	0.111	8.8
Heating	173	0.135	10.7
Pumps	0	0.000	0.0
Heat Rejection Fans	0	0.000	0.0
HVAC Sub-Total	354	0.278	22.0
Lights	126	0.099	7.8
Electric Equipment	0	0.000	0.0
Misc. Electric	1,129	0.886	70.1
Misc. Fuel Use	0	0.000	0.0
Non-HVAC Sub-Total	1,255	0.985	78.0
Grand Total	1,609	1.262	100.0

Note: Cost per unit floor area is based on the gross building floor area.

Gross Floor Area 1275.0 ft²
 Conditioned Floor Area 1275.0 ft²

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	@	2.6656¢ per kWh
Over 800 kWh	@	1.9708¢ per kWh
 - b. Billing Months of October – May

First 800 kWh	@	2.6656¢ per kWh
Over 800 kWh	@	1.9708¢ per kWh

(Continued)

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 \$3.42 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	@	2.8063¢ per kWh
Over 800 ES kWh	@	4.2708¢ per kWh
- b. Billing Months of October – May

First 800 ES kWh	@	2.7031¢ per kWh
Over 800 ES kWh	@	2.3430¢ 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)

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. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. 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.
- C. 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.



Public Utilities

- About Us
- Billing
- Natural Gas
- Permits
- Stormwater
- Streetlight
- Water
- Wastewater

3/4" Meter	\$25.09	\$32.75
Unmetered*	\$85.31	

*If water is not metered, then there will only be a flat charge for wastewater.

Volume charges are charges for each Ccf of water used by the customer. Volume charges for wastewater are the same regardless of the consumption.

Volume Charge **Water** **Wastewater**

Any number of Ccfs \$5.53 \$9.57

How to calculate your monthly water utility costs.

(Current water rate) x (___ Ccfs of water used per month) = ___ + (base fee for size of meter) = Total Water Bill

Example: $\$5.53 \times 6 \text{ Ccfs} = \$33.18 + \$17.66 \text{ (5/8" Meter)} = \50.84

If you use 6 Ccf of water in a one-month period, here's how your monthly water/wastewater bill is calculated:

Type of Charge	Ccf	Charge per Ccf	Total
Any Number of Ccfs	6	\$5.53	\$33.18
Monthly Service Base Charge for Water (5/8" Meter)			\$17.66
Monthly Service Base Charge for Wastewater (5/8" Meter)			\$22.96
Volume Charge for Wastewater	6	\$9.57	\$57.42
Total Water/Wastewater Bill			\$131.22

Tab S:

Supportive House Mandatory
Certification and Documentation

N/A

Tab T:

Funding Documentation

FIRST AMENDMENT TO
CREIGHTON COURT COOPERATION AGREEMENT

THIS FIRST AMENDMENT TO CREIGHTON COURT COOPERATION AGREEMENT (this “**First Amendment**”) is made this 12th day of May, 2025 (the “**Effective Date**”), by and between the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (hereinafter referred to as the “**City**”) and **RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the “**Authority**”).

RECITALS

- A. The City and the Authority are parties to that certain Cooperation Agreement made as of 11th day of May, 2023 (the “Cooperation Agreement”), pursuant to which the City agreed to provide Twenty One Million Four Hundred Thousand Dollars (\$21,400,000) to facilitate the construction of the project, namely the installation of infrastructure improvements in four (4) infrastructure redevelopment phases, including planning, design, engineering and construction activities to support the Redevelopment Project, with such funds to be provided in the form of a grant.
- B. The parties desire to acknowledge the payment in the amount of Five Million Forty-Eight Thousand Six Hundred Ninety Five Dollars (\$5,048,695), which is the second installment of the awarded Twenty-One Million Four Hundred Thousand Dollars (\$21,400,000), set aside by the City for Authority’s Creighton Court redevelopment efforts proposed in the City’s FY25 annual fiscal plan (see page 10). This funding provides for the project’s construction, to include infrastructure improvements, design, planning, and engineering.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority hereby agree as follows as of the Effective Date:

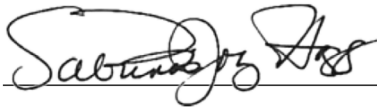
1. Capitalized terms used herein, which are not otherwise defined herein, shall have the same meanings attributed to them in the Cooperation Agreement.

2. The amount of the Grant Funds to be provided by the City to the Authority pursuant to the Cooperation Agreement shall remain \$21,400,000.00. All references in the Cooperation Agreement to “**Grant Funds**” shall be deemed to refer to the amount of \$21,400,000.00.
3. Notwithstanding anything contained in the Cooperation Agreement to the contrary, the definition of “**Work**” as used in the Cooperation Agreement shall be modified to include all infrastructure work necessary for the redevelopment effort involving Creighton Court.
4. Notwithstanding anything contained in the Cooperation Agreement to the contrary, the definition of “**Redevelopment Project**” as used in the Cooperation Agreement shall be modified to include the redevelopment of the property located at 3100 Nine Mile Road in the City of Richmond, Virginia.
5. Except as expressly amended or supplemented by this First Amendment, the provisions of the Cooperation Agreement are hereby ratified and reconfirmed and shall remain in full force and effect in all respects.
6. The First Amendment shall be construed and governed by the applicable laws of the Commonwealth of Virginia.
7. This First Amendment may be executed in any number of counterparts, all of which together shall constitute one and the same document.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following duly authorized signatures,


CITY OF RICHMOND, VIRGINIA, a municipal
Corporation of the Commonwealth of Virginia

By:  _____

Sabrina Joy Hogg

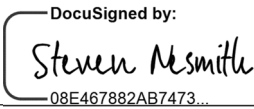
Interim Chief Administrative Officer

Approved as to Form:

 _____

Assistant City Attorney

RICHMOND REDEVELOPMENT AND
HOUSING AUTHORITY

By:  _____
08E467882AB7473...

Steven Nesmith

Chief Executive Officer



7053 Celebration Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

March 11, 2026

Stephanie Flanders
Director of Tax Credit Programs
Virginia Housing
601 South Belvidere Street
Richmond, VA 23220

RE: Creighton Section 1.2 Infrastructure & Vertical Phase C – Construction Sequencing

Dear Stephanie,

Construction Plans titled Creighton Court Redevelopment Infrastructure Section 1 sealed 10/10/2022 were approved by the City of Richmond. The approved plans delineate subphases Section 1.1 and Section 1.2. From a construction sequencing standpoint, the Section 1.2 phase needed to be constructed to build Vertical Phase C.

The approved Creighton Court Redevelopment Infrastructure Section 1 Construction Plans, as well as future Infrastructure Sections, provide access and circulation for Phase C and all other Vertical Phases as generally depicted in the approved Preliminary CUP Ordinance 2021-182.

Sincerely,



Sam Castonguay, PE
Senior Project Manager
Timmons Group



P.O. Box 26887
Richmond VA 23261-6887
600 East Broad Street, 4th Floor
Richmond, VA 23219

(O) (804) 780-4200
TTY: Dial 7-1-1
info@rrha.com
www.rrha.com

Chief Executive Officer
Steven B. Nesmith

Board of Commissioners
Eddie L. Jackson, Jr., Chair
Harold Parker, Jr., Vice Chair
Dyanne Broidy
Kyle R. Elliott
Barrett Hardiman
W.R. "Bill" Johnson, Jr.
Gregory Lewis
Marika McCray
Charlene Pitchford

March 10, 2026

The Community Builders Inc.
Attn: Beth Kennan
1003 K St. NW
Washington, DC 20001

RE: RRHA RFP 2025-01 Project-Based Vouchers – Creighton Court

Dear Ms. Kennan:

On March 11, 2025, Richmond Redevelopment & Housing Authority awarded **15** Project-Based Vouchers (PBVs) for your project located at 3100 Nine Mile Rd., Richmond, VA 23223. This letter reconfirms the award with the following changes:

- The pre-commitment is contingent on the receipt of an allocation of Low-Income Housing Tax Credits and/or other applicable Federal, State, and local funding by July 31, 2027, instead of March 10, 2026, and is also subject to satisfactory compliance with the terms and conditions stipulated in the associated RFP under which the award was made, and also subject to voucher availability, funding, and applicable HUD regulations.
- This pre-commitment is also contingent on financial closing by December 31, 2028.

All other conditions remain in full effect as stated in the original pre-commitment award letter.

Sincerely,

Colene Sue Orsini

Colene S. Orsini, VCO
VP of Procurement and Contract Administration

CC: Fatimah Smothers-Hargrove, RRHA
Sherrill Hampton, RRHA



Tab U:

Acknowledgement by Tenant of the availability of Renter
Education provided by Virginia Housing



1003 K STREET, NW, SUITE 700
WASHINGTON, D.C. 20001
P. 202.552.2500
TCBINC.ORG

Creighton Phase C

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.

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: _____

Resident Signature: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

RIGHT OF FIRST REFUSAL AGREEMENT

(Creighton Phase C Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of [Closing Date] by and among Creighton Phase C LLC, a Virginia limited liability company (the “Owner” or the “Company”), Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (the “Grantee”), and is consented to by Creighton Phase C MM LLC, a Virginia limited liability company (the “Managing Member”), [INVESTOR ENTITY], a [_____] limited liability company (the “Investor Member”), and [SPECIAL MEMBER ENTITY], a [_____] limited liability company (the “Special Member”), and Virginia Housing Development Authority, a political subdivision of the Commonwealth of Virginia (“Virginia Housing”), as third-party beneficiary. The Managing Member, the Investor Member, and the Special Member are sometimes collectively referred to herein as the “Consenting Members.” The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members.” This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of an [_____] -unit apartment project for families located in the City of Richmond, Virginia and commonly known as “Creighton Phase C Apartments” (the “Project”). The real property comprising the Project is legally defined in Exhibit A; and

B. The Grantee, or its permitted assignee, will be a qualified nonprofit organization as defined within Section 42 of the Internal Revenue Code of 1986, as amended, (the “Code”)[and is both a member of the Managing Member of the Owner and instrumental to the development and operation of the Project]; and

C. The Owner desires to give, grant, bargain, sell, and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein; and

D. Capitalized terms used herein and not otherwise defined shall have the meanings outlined in the Operating Agreement.

[1]

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real or leasehold estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that are required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”), or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee and to Virginia Housing. Upon receipt of the Offer Notice by the Grantee and by Virginia Housing, the Grantee shall have ninety (90) days to deliver to the Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer:

- (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period, provided that the Election Notice may not be sent until the end of the Compliance Period); and
- (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non- Managing Members [or of Virginia Housing].

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, then its Refusal Right shall automatically transfer to Virginia Housing, and Virginia Housing shall have sixty (60) days from that date to deliver to the Company the Election Notice or to transfer its Refusal Right to another Qualified Beneficiary (as defined herein) to deliver the Election Notice within the same period.

C. If a Qualified Beneficiary fails to deliver the Election Notice to the Company within 150 days of the date both Grantee and Virginia Housing have received a copy of the Offer Notice or if such Election Notice is delivered but the purchase of the Project is not consummated by the Grantee, Virginia Housing, or any other Qualified Beneficiary within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate, and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by the Grantee.

C. The Purchase Price shall be paid at Closing in either of the following methods:

- (i) the payment of all cash or immediately available funds at Closing; or
- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser

[3]

described in Section 42(i)(7)(A) of the Code (collectively, each, a Qualified Beneficiary”); and

- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in writing and signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes outlined in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement after all applicable notice and cure periods, the Investor Member may elect to exercise any rights it has under the Operating Agreement to terminate this Agreement and to exercise any rights it has under the Operating Agreement to release this Agreement as a lien against the Project, upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the City of Richmond, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title, and interest in the Property shall be conveyed by quitclaim deed or an assignment of lease, subject to such liens, encumbrances, and parties in possession as

shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed or assignment of the lease to the property, an ALTA owner's (leasehold, as applicable) title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances, and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to Virginia Housing, or to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee, or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42 of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right, (i) all rights, conditions, and restrictions applicable to the exercise or transfer of the Refusal Right or to the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which the transferor (whether the Grantee or Virginia Housing) would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if either the Code is revised or the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant

an “option to purchase” pursuant to Section 42(i)(7) of the Code (or other applicable provision of Section 42) as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42.

B. The parties hereto agree that if either the Code is revised or the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42.

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing by hand delivery (whether personally or by courier or other delivery service) or by certified mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. Any such notice(s) shall be deemed given when received at such address or place or, in the case of certified mail, three (3) days after date of mailing.

- (A) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (B) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (C) If to the Grantee, at 600 East Broad Street, 4th Floor, Richmond, VA 23219, Attn: Chief Executive Officer;
- (D) [_____]; and
- (E) If to Virginia Housing:

Virginia Housing Development Authority
c/o Director of Tax Credit Programs
601 S Belvidere Street
Richmond, Virginia 23220

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member, and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project. In the event of a foreclosure of any such mortgage or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now-living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land, and the terms and provisions hereof will be binding upon, inure to the benefits of, and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third-Party Beneficiary; Virginia Housing Rights and Powers

Virginia Housing shall be a third-party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. Virginia Housing and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including, without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[Signatures appear on following pages]

[8]

IN WITNESS WHEREOF, the parties hereto have caused this Right of First Refusal Agreement to be executed by their duly authorized representatives as of the date first stated above.

OWNER:

CREIGHTON PHASE C LLC, a Virginia limited liability company

By: Creighton Phase C MM LLC, its managing member

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20 __, by

on behalf of _____,

a _____.

SEAL:

Notary Public

Commission expires: _____

Registration No. _____

GRANTEE:

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

on behalf of _____,

a _____.

SEAL:

Notary Public

Commission expires: _____

Registration No. _____

MANAGING MEMBER:

CREIGHTON PHASE C MM LCC, a Virginia limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

on behalf of _____,

a _____.

SEAL:

Notary Public

Commission expires: _____

Registration No. _____

INVESTOR MEMBER:

[INVESTOR MEMBER], a [Virginia] limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

on behalf of _____,

a _____.

SEAL:

Notary Public

Commission expires: _____

Registration No. _____

SPECIAL MEMBER:

[SPECIAL MEMBER], a [Virginia] limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by

on behalf of _____,

a _____.

SEAL:

Notary Public

Commission expires: _____

Registration No. _____

EXHIBIT A
LEGAL DESCRIPTION

[insert legal description]

Right of First Refusal Template A

Applicants seeking points for a Right of First Refusal must use Virginia Housing's form Right of First Refusal (ROFR) template:

- ~~Template A:~~ may be utilized by all applicants and ~~must~~ be used by all applicants unable to certify to Virginia Housing's form Previous Participation Certification *without striking any standard provisions.*
- ~~Template B:~~ may only be utilized by applicants who submit Virginia Housing's form Previous Participation Certification with their respective Application *without striking any standard provisions.*

The Right of First Refusal submitted as part of the application must be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate).

RECORDING REQUESTED BY: _____ AND
WHEN RECORDED MAIL TO: _____

RIGHT OF FIRST REFUSAL AGREEMENT

(~~{PROJECT NAME}~~ Creighton Phase C Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among ~~{OWNER ENTITY}~~ Creighton Phase C LLC, a Virginia limited liability company (the "Owner" or the "Company"), ~~{GRANTEE ENTITY}, a Virginia nonstock nonprofit corporation~~ Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (the "Grantee"), and is consented to by ~~{MANAGING MEMBER ENTITY}~~ Creighton Phase C MM LLC, a Virginia limited liability company (the "Managing Member"), [INVESTOR ENTITY], a [_____] limited liability company (the "Investor Member"), and [SPECIAL MEMBER ENTITY], a [_____] limited liability company (the "Special Member"), and Virginia Housing Development Authority, a political subdivision of the Commonwealth of Virginia ("Virginia Housing"), as third-party beneficiary. The Managing Member, the Investor Member, and the Special Member are sometimes collectively referred to herein as the "Consenting Members." The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members." This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of an [_____] -unit apartment project for families located in ~~{_____}~~ the City of Richmond, Virginia and commonly known as "~~{Project name}~~ Creighton Phase C Apartments" (the "Project"). The real property comprising the Project is legally defined in Exhibit A; and

B. The Grantee ~~is, or its permitted assignee, will be~~ is, or its permitted assignee, will be a qualified nonprofit organization as defined within Section 42 of the Internal Revenue Code of 1986, as amended, (the "Code") ~~[If Applicant competed for Credits within the nonprofit pool or received points for nonprofit participation in the Project, include the following: and is both a member of the Managing Member of the Owner and instrumental to the development and operation of the Project];~~ and

C. The Owner desires to give, grant, bargain, sell, and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein; and

D. Capitalized terms used herein and not otherwise defined shall have the meanings outlined in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real or leasehold estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that are required by the Virginia Housing Development Authority (“Virginia Housing” or the “Credit Authority”), or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); provided, however, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee and to Virginia Housing. Upon receipt of the Offer Notice by the Grantee and by Virginia Housing, the Grantee shall have ninety (90) days to deliver to the Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer:

- (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14th) year of the Compliance Period, provided that the Election Notice may not be sent until the end of the Compliance Period); and
- (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non- Managing Members [or of Virginia Housing].

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, then its Refusal Right shall automatically transfer to Virginia Housing, and Virginia Housing shall have sixty (60) days from that date to deliver to the Company the Election Notice or to transfer its Refusal Right to another Qualified Beneficiary (as defined herein) to deliver the Election Notice within the same period.

C. If a Qualified Beneficiary fails to deliver the Election Notice to the Company within 150 days of the date both Grantee and Virginia Housing have received a copy of the Offer Notice or if such Election Notice is delivered but the purchase of the Project is not consummated by the Grantee, Virginia Housing, or any other Qualified Beneficiary within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate, and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee’s purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by the Grantee.

C. The Purchase Price shall be paid at Closing in either of the following methods:

- (i) the payment of all cash or immediately available funds at Closing; or
- (ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

- (i) the Grantee or its assignee shall be a “qualified nonprofit organization” as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a Qualified Beneficiary”); and
- (ii) the Project continues to be a “qualified low-income housing project” within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in writing and signed by the Grantee and each of the Consenting Members:

- (i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or
- (ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or
- (iii) the Project ceases to be a “qualified low-income housing project” within the meaning of Section 42 of the Code; or (iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes outlined in Section 2 above.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement after all applicable notice and cure periods, the Investor Member may elect to exercise any rights it has under the Operating Agreement to terminate this Agreement and to exercise any rights it has under the Operating Agreement to release this Agreement as a lien against the Project, upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing’s sole discretion.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the “Closing”) to occur in the City/~~County of~~

[5]

[Right of First Refusal Template A \(rev 2025-04-14\)](#)

of [Richmond](#), Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title, and interest in the Property shall be conveyed by quitclaim deed or an assignment of lease, subject to such liens, encumbrances, and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed or assignment of the lease to the property, an ALTA owner's (leasehold, as applicable) title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances, and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to Virginia Housing, or to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee, or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42 of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right, (i) all rights, conditions, and restrictions applicable to the exercise or transfer of the Refusal Right or to the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which the transferor (whether the Grantee or Virginia Housing) would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary

[\[6\]](#)

[Right of First Refusal Template A \(rev 2025-04-14\)](#)

contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if either the Code is revised or the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an “option to purchase” pursuant to Section 42(i)(7) of the Code (or other applicable provision of Section 42) as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42.

B. The parties hereto agree that if either the Code is revised or the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42.

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing by hand delivery (whether personally or by courier or other delivery service) or by certified mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. Any such notice(s) shall be deemed given when received at such address or place or, in the case of certified mail, three (3) days after date of mailing.

- (A) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (B) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(C) If to the Grantee, [_____] [_____] at 600 East Broad Street, 4th Floor, Richmond, VA 23219, Attn: Chief Executive Officer;

(D) [_____]; and

(E) If to Virginia Housing:

Virginia Housing Development Authority
c/o Director of Tax Credit Programs
601 S Belvidere Street
Richmond, Virginia 23220

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member, and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project. In the event of a foreclosure of any such mortgage or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now-living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land, and the terms and provisions hereof will be binding upon, inure to the benefits of, and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third-Party Beneficiary; Virginia Housing Rights and Powers

Virginia Housing shall be a third-party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. Virginia Housing and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including, without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[Signatures appear on following pages]

Right of First Refusal Agreement [Project name] Apartments Signature Page 1 of __

IN WITNESS WHEREOF, the parties hereto have caused this Right of First Refusal Agreement to be executed by their duly authorized representatives as of the date first stated above.

OWNER:

~~[OWNER], a [Virginia]~~ CREIGHTON PHASE C LLC, a Virginia limited liability company

By: Creighton Phase C MM LLC, its managing member

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

—

on behalf of _____

a _____.

SEAL:

Notary Public

Commission expires:

Registration No. _____

GRANTEE:

~~[GRANTEE], a [Virginia] limited liability company~~

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY, a political
subdivision of the Commonwealth of Virginia

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

-

on behalf of _____

a _____.

SEAL:

Notary Public

Commission expires:

Registration No. _____

MANAGING MEMBER:

~~[MANAGING MEMBER], a [CREIGHTON PHASE C MM LCC, a Virginia]~~
limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

—

on behalf of _____

a _____.

SEAL:

Notary Public

Commission expires:

Registration No. _____

INVESTOR MEMBER:

[INVESTOR MEMBER], a [Virginia] limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

-

on behalf of _____

a _____.

SEAL:

Notary Public

Commission expires:

Registration _____ No.

SPECIAL MEMBER:

[SPECIAL MEMBER], a [Virginia] limited liability company

By: _____

Its: _____

_____ OF _____

_____ of _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by

-

on behalf of _____

a _____.

SEAL:

Notary Public

Commission expires:

Registration _____ No.

EXHIBIT A
LEGAL DESCRIPTION

[insert legal description]

Summary report:	
Litera Compare for Word 11.10.0.38 Document comparison done on 3/12/2026 10:25:55 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Right of First Refusal - Creighton Court Phase C (Template A) v1 1.docx	
Modified filename: Right of First Refusal - Creighton Court Phase C (Template A) v3 2.docx	
Changes:	
Add	19
Delete	27
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	1
Embedded Excel	0
Format changes	0
Total Changes:	47

Tab W:

Internet Safety Plan and Resident Information Form

Creighton Phase C **Resident Internet Education Information**

TCB provides free wifi access to residents. Please see the following links for helpful educational references for internet education. In addition, please see resources available at the Richmond Public Library, and on the internet, for additional internet education information.

<https://rvalibrary.org/services/online-resources/#online-learning>

<https://www.wikihow.com/Use-the-Internet>

<https://www.digitalunite.com/technology-guides/using-internet/searching-browsing/ten-top-tips-using-internet>

<https://cheekymunkey.co.uk/using-the-internet-for-seniors-beginners-guide/>

https://www.oag.state.va.us/CCSWEB2/files/Internet_Safety.pdf

Creighton Phase C **Internet Security Plan**

The Internet service at Creighton Phase C 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 Acknowledgment of Responsibilities statement to ensure that they are educated in the Internet safety and security guidelines.

Creighton Phase C Internet Guidelines Acknowledgment

I _____, have read, understand, acknowledge and agree to be bound by the recommendations, guidelines, terms, and conditions outlined in the Creighton Phase A 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 the Creighton Renaissance Community Center.

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 Creighton Phase A. 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 Creighton Phase C's Internet Guideline Manual.

Resident Name: _____
Resident Signature: _____
Resident Signature: _____

RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

Rules of Operation

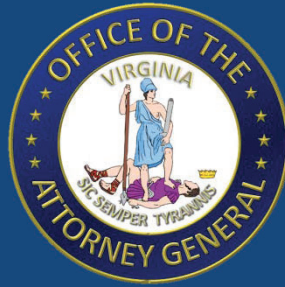
- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By: _____

Name (Print):

Date



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

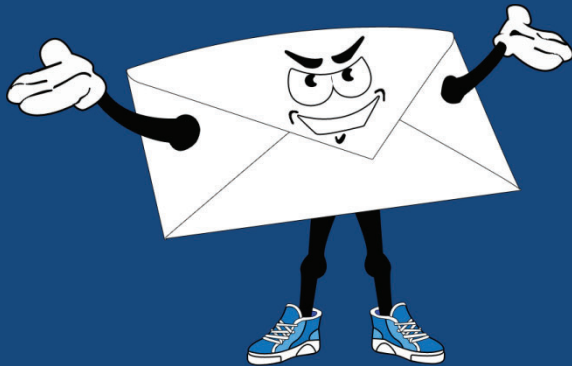
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware

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/>



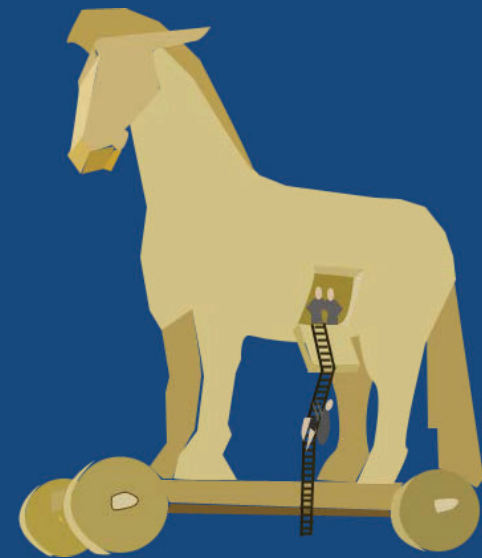
Trojan Horse

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. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:

Office of the Attorney
General

202 North Ninth Street

Richmond, Virginia 23219

(804) 786-2071

www.ag.virginia.gov

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Creighton Phase C 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 Creighton Phase C will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Creighton Phase C Apartments. S.L. NUSBAUM REALTY CO., 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, The Community Builders, Inc. will be responsible for the development and management of community and resident services program.

I. Affirmative Marketing

S.L. NUSBAUM REALTY CO. is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. S.L. NUSBAUM REALTY CO., its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of S.L. NUSBAUM REALTY CO.

II. Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking

S.L. NUSBAUM REALTY CO. will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- Area Center for Independent Living (804-353-6503)
- Virginia Board for People with Disabilities (804-7860016)
- Virginia Department for Aging and Rehabilitative Services (804-662-7000)

Centers for Independent Living

- Resources for Independent Living (804-353-6503)
- Virginia Association of Independent Living Centers (804-353-3503)
- Horizon Behavior Health (804-323-3262)

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

2. Internet Search

Creighton Phase C Apartments will also be listed on the following websites:

www.virginiahousingsearch.com
www.hud.gov
www.craigslist.org
accessva.org
dbhds.virginia.gov

3. Print Media

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

III. Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. S.L. NUSBAUM REALTY CO. encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria

Tenant Selection 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.

Application Processing

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit *and* no negative rental history *and* no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
 - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
 - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
 - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Creighton Phase C is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability.

- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.
- Held Vacant for 60 Days**

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

Tab Y:

Inducement Resolution for Tax Exempt Bonds

N/A

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 Creighton Phase C, 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.

The services rendered include: LIHTC application assembly, administrative services, application review. These services will be provided during the application phase and during the design development and construction loan closing phase 01/2026 through 01/02/2027

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:

Creighton Phase C, LLC

Name of Applicant

Elizabeth (Beth) Kennan

Signature of Applicant

Elizabeth (Beth) Kennan Authorized Agent

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

Timothy Farinholt

Signature of VOSB SWaM Certified Service Provider

Timothy Farinholt, Founder

Printed Name and Title of Authorized Signer

SBA VSOB Team member Certification

https://search.certifications.sba.gov/profile/NSYSMZK9Q2A3/0FHQ4
March 9, 2026 11:01 AM EDT

Export as .pdf

TIM'S GARAGE & CONSULTING, LLC

UEI: NSYSMZK9Q2A3
CAGE code: 0FHQ4

Current SBA certifications: VOSB

Profile overview


This profile was last updated: 10/13/2025
SAM.gov registration status: Active


Capabilities narrative


Not Provided

Capabilities statement link


Not Provided

 **Contact person**
TIMOTHY FARINHOLT


 **Email address**
tfarinholt50@gmail.com

 **Phone number**
804-412-5798

 **Fax number**
Not Provided

 **Address**
2308 PARK AVE, RICHMOND, VIRGINIA 23220

 **Website**
Not Provided

 **Additional website**
Not Provided

Trade name ("Doing business as...")
Not Provided

Year established
2024

County code (3 digits)
760

Congressional district
04

Metropolitan statistical area
40060

Organization & ownership

Entity structure

Corporate Entity (Not Tax Exempt)

Current Principals

Not Provided

Business type & self-certifications

Small businesses attested to these ownership traits when registering with SAM.gov. These attestations are not vetted by SBA.

- For Profit Organization
- Veteran-Owned Business
- Limited Liability Company

Certifications



SBA certifications

Veteran-Owned Small Business (VOSB)

VOSB Certified

Entrance date: December 4, 2024

Exit date: June 4, 2028

Non-Federal government certifications

No Non-Federal government certifications provided

NAICS codes

Code	NAICS Code Description	Small
561990	Primary All Other Support Services	✓ Yes
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers	✓ Yes
456199	All Other Health and Personal Care Retailers	✓ Yes
541613	Marketing Consulting Services	✓ Yes
541720	Research and Development in the Social Sciences and Humanities	✓ Yes
561110	Office Administrative Services	✓ Yes

Service information

Keywords

Not Provided

Special equipment/materials

Not Provided

Bonding levels

Not Provided

Quality assurance standards

Not Provided

Performance history

Not Provided

Export information

Exporter status

Not Provided

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

Tab AA:

Priority Letter from Rural Development

N/A

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

N/A