# 2025 Federal Low Income Housing Tax Credit Program

# **Application For Reservation**

#### MIXED CONSTRUCTION

#### **Deadline for Submission**

#### 9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than 12:00 PM Richmond, VA Time On March 13, 2025

#### Tax Exempt Bonds

Applications must be received at Virginia Housing
No Later Than 12:00 PM Richmond, VA Time for one of the two available
4% credit rounds- January 15, 2025, May 1, 2025 or July 1, 2025.



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

# INSTRUCTIONS FOR THE VIRGINIA 2025 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 9% Competitive Credits**

Applicants should submit an electronic copy of the application package prior to the application deadline, which is 12:00 PM Richmond Virginia time on March 13, 2025. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

#### Please Note

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

There should be distinct files which should include the following:

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

#### **IMPORTANT:**

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

#### **Disclaimer:**

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

#### Entering Data:

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

#### **Please Note:**

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

#### Assistance:

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

#### **Virginia Housing LIHTC Allocation Staff Contact Information**

Name Email		Phone Number
Stephanie Flanders stephanie.flanders@virginiahousing.com		(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	l Cunningham phillip.cunningham@virginiahousing.com	
Lauren Dillard	lauren.dillard@Virginiahousing.com	(804) 584-4729
Jordan Tawney	jordan.tawney@Virginiahousing.com	(804) 343-5892
Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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		For Mixed Use Applications only - indicates have
		costs are distributed across the different
31.	<u> Mixed Use - Cost Distribution</u>	construction activities

# 2025 Low-Income Housing Tax Credit Application For Reservation (Mixed Construction)

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.

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

VHDA	TRACKING	NUMBER

2025-TEB-153

#### A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

6/24/2025

1. Development Name: Barcroft Apartments - Bravo 5

2. Address (line 1): 1201 S Thomas Street

Address (line 2):

City: Arlington State: VA Zip:

22204

10%

3%

12%

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

(Only necessary if street address or street intersections are not available.)

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

City/County of **Arlington County** 

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

Development is located in the census tract of: 6.

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

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

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

Development is located in a **Revitalization Area designated by resolution** or **by the locality**...... 10. **FALSE** 

Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... **FALSE** 11.

(If 9, 10 or 11 are True, Action: Provide required form in TAB K1)

Development is located in a census tract with a household poverty rate of.......... **FALSE FALSE FALSE** 

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

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

Enter only Numeric Values below:

12.

Congressional District: 15. Planning District: State Senate District: 30 49 State House District:

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

Barcroft Apartments - Bravo 5 is an existing garden style apartment complex consisting of 75 dwelling units across two gardenstyle apartment buildings. Bravo 5 is a 75-unit property that is a LIHTC phase in the recapitalization and preservation of a largescale redevelopment project that will include both 9 percent, 4 percent, and market rate properties pursuant to a common plan of development.

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2025-TEB-153

# A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

6/24/2025

# 17. Local Needs and Support

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

	Chief Executive Officer's Name:	Mark Schwartz			
	Chief Executive Officer's Title:	County Manager		Phone:	(703) 228-3414
	Street Address:	2100 Clarendon Blvd., Suite 300	)2		· ·
	City:	Arlington	State:	VA	Zip: <mark>22201</mark>
	Name and title of local official you				iestions
	for the local CEO:	Melissa Danowski, Principal De	<u>velopmen</u>	t Specialist	
b.	If the development overlaps anoth Chief Executive Officer's Name:	er jurisdiction, please fill in the f	ollowing:		
	Chief Executive Officer's Title:			Phone:	
	Street Address:				
	City:		State:		Zip:
	Name and title of local official you for the local CEO:	have discussed this project with	who coul	d answer qu	uestions

	Requesting Credits From:	
	a. If requesting 9% Credits, select credit pool:	
	or b. If requesting Tax Exempt Bond credits, select development type:	Mixed Construction
	For Tax Exempt Bonds, where are bonds being issued?	
	ACTION: Provide Inducement Resolution at TAB Y (if available)  Skip to Number 4 below.  Contact Virginia F	Housing for a specialized Mixed Construction Application.
2.	Type(s) of Allocation/Allocation Year	Carryforward Allocation
	Definitions of types:	Carry for war a 7 mocacion
	a. Regular Allocation means all of the buildings in the development are expected	ed to be placed in service this calendar year, 2025.
	b. <b>Carryforward Allocation</b> means all of the buildings in the development are exend of this calendar year, 2025, but the owner will have more than 10% basis following allocation of credits. For those buildings, the owner requests a carr 42(h)(1)(E).	in development before the end of twelve months
3.	Select Building Allocation type:	Mixed Construction
	<b>Note</b> regarding Type = Acquisition and Rehabilitation: Even if you acquired a build the acquisition credit, you cannot receive its acquisition 8609 form until the rehabilitation.	
4.	Is this an additional allocation for a development that has buildings not yet placed	I in service? FALSE
		d in service? FALSE
4. 5. a.	Is this an additional allocation for a development that has buildings not yet placed.  Planned Combined 9% and 4% Developments  A site plan has been submitted with this application indicating two developments to this 9% allocation request and the remaining development will be a 4% tax execution.	on the same or contiguous site. One development relat
5.	Planned Combined 9% and 4% Developments  A site plan has been submitted with this application indicating two developments to this 9% allocation request and the remaining development will be a 4% tax execution.	on the same or contiguous site. One development relat
5.	Planned Combined 9% and 4% Developments  A site plan has been submitted with this application indicating two developments	on the same or contiguous site. One development relatempt bond application.  FALSE
5. a.	Planned Combined 9% and 4% Developments  A site plan has been submitted with this application indicating two developments to this 9% allocation request and the remaining development will be a 4% tax execution provide name of companion development:  Has the developer met with Virginia Housing regarding the 4% tax exempt bond of List below the number of units planned for each allocation request. This stated so Total Units within 9% allocation request?  Total Units within 4% Tax Exempt allocation Request?	on the same or contiguous site. One development relatempt bond application.  FALSE  Teal?  FALSE
5. a.	Planned Combined 9% and 4% Developments  A site plan has been submitted with this application indicating two developments to this 9% allocation request and the remaining development will be a 4% tax execution provide name of companion development:  Has the developer met with Virginia Housing regarding the 4% tax exempt bond development with the number of units planned for each allocation request. This stated is a Total Units within 9% allocation request?	on the same or contiguous site. One development relatempt bond application.  FALSE  Leal?  FALSE  plit of units cannot be changed or 9% Credits will be car
5. a.	Planned Combined 9% and 4% Developments  A site plan has been submitted with this application indicating two developments to this 9% allocation request and the remaining development will be a 4% tax execution provide name of companion development:  Has the developer met with Virginia Housing regarding the 4% tax exempt bond of List below the number of units planned for each allocation request. This stated is Total Units within 9% allocation request?  Total Units within 4% Tax Exempt allocation Request?  Total Units:	on the same or contiguous site. One development relatempt bond application.  FALSE  Peal?  FALSE  Plit of units cannot be changed or 9% Credits will be care of the control
5. a. b.	Planned Combined 9% and 4% Developments  A site plan has been submitted with this application indicating two developments to this 9% allocation request and the remaining development will be a 4% tax execution provide name of companion development:  Has the developer met with Virginia Housing regarding the 4% tax exempt bond of List below the number of units planned for each allocation request. This stated is Total Units within 9% allocation request?  Total Units within 4% Tax Exempt allocation Request?  Total Units:  % of units in 4% Tax Exempt Allocation Request:  Extended Use Restriction  Note: Each recipient of an allocation of credits will be required to record an Extended.	on the same or contiguous site. One development relatempt bond application.  FALSE  Peal?  FALSE  Plit of units cannot be changed or 9% Credits will be care of the control
5. a. b.	Planned Combined 9% and 4% Developments  A site plan has been submitted with this application indicating two developments to this 9% allocation request and the remaining development will be a 4% tax exectly true, provide name of companion development:  Has the developer met with Virginia Housing regarding the 4% tax exempt bond of List below the number of units planned for each allocation request. This stated is Total Units within 9% allocation request?  Total Units within 4% Tax Exempt allocation Request?  Total Units:  % of units in 4% Tax Exempt Allocation Request:  Extended Use Restriction  Note: Each recipient of an allocation of credits will be required to record an Extent the use of the development for low-income housing for at least 30 years. Application of selection:  Definition of selection:	on the same or contiguous site. One development relatempt bond application.  FALSE  Peal?  FALSE  Plit of units cannot be changed or 9% Credits will be care 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
5. a. b.	Planned Combined 9% and 4% Developments  A site plan has been submitted with this application indicating two developments to this 9% allocation request and the remaining development will be a 4% tax execution provide name of companion development:  Has the developer met with Virginia Housing regarding the 4% tax exempt bond of List below the number of units planned for each allocation request. This stated is Total Units within 9% allocation request?  Total Units within 4% Tax Exempt allocation Request?  Total Units:  % of units in 4% Tax Exempt Allocation Request:  Extended Use Restriction  Note: Each recipient of an allocation of credits will be required to record an Extent the use of the development for low-income housing for at least 30 years. Application Must Select One:  50	on the same or contiguous site. One development relatempt bond application.  FALSE  Peal?  FALSE  plit of units cannot be changed or 9% Credits will be cared or 0 or

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 In	ıforma	tion:			Must be an	individual	or legally for	med entit	y.		
a.	Owner N	ame:	1201 S T	homas S	treet Ov	vner, LLC						
	Develope	er Nam	e:	Jair Lyn	<mark>ch Real E</mark>	state Part	ners					
	Contact:	M/N	1 ► <mark>Mr.</mark>	First:	Harriso	on	MI	: <u>D</u>	Last:	Barton		
	Address:		1400 16°	th Street	NW, Su	ite 430						
	City:		Washing	ton			St. 🕨	DC	Zip:	20036		
	Phone:	(2	202) 618-3	3879	Ext.		Fax:		_			
	Email ad	 dress:	hdb@	jairlynch	ı.com					-		
	Federal I.	D. No.					(If not a	vailable. ol	btain pri	or to Carryo	ver Allo	cation.)
	Select typ		ntity:		limited l'	ability cor	·		_	nation State		Delaware
			-	-		•			_ 1011	nation state		Delaware
	Additiona					, Email and <mark>m; (202) 8</mark>		number.				
		c. C Ir d. P	Complete to comple	the Princ ned in A thart of c	cipals' Pro pplication pwnershi	evious Par on PDF.	ticipatio	n Certificat	ion tabs	n <b>(Mandato</b> r within this II LIHTC Devo	spreads	heet.
b.	TRUE  ACTION:	leas	t 25% ow	nership i	interest i	n the cont	trolling g	eneral part	ner or n	=	ember a	ged status and s defined in the
c.	FALSE	_ Indi at le	cate if at least 25% c	east one	e principa ip interes	al listed w st in the co	ithin Org	Chart has g	a Vetera artner o	n-Owned Sr	nall Bus membe	iness Certificat r as defined in
d.	FALSE					the follow			u3111E33 (	Sertification	(IAD AI	5)
		a sepa	arate deve	lopment	in service	e without r	eturning	credits to o	r request	ting addition	al credits	an IRS Form 86 s from the issuir evelopment's eli

If True above, what property placed in service?

#### D. SITE CONTROL

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

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

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

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

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

Applicant controls site by (select one):

Select Type: Option

Expiration Date: 6/30/2026

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.
- 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).**)

v.2025.3

#### D. SITE CONTROL

# 3. Seller Information:

Name: 1130 S. George Mason Dr Res Owner, LLC

Address: 1400 16th St NW, Suite 430

City: Washington St.: DC Zip: 20036

Contact Person: Harrison Barton Phone: (202) 462-1092

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

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

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

<u>Names</u>	<u>Phone</u>	Type Ownership	% Ownership
Jair K. Lynch		Managing Member	75.00%
Minority Member		Passive Member	25.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

#### **E. DEVELOPMENT TEAM INFORMATION**

# Complete the following as applicable to your development team.

▶ Indicate either DEI (Diversity, Equity, and Inclusion) or Veteran Owned Small Business designation (as defined in the manual) that you would like to assign to each contract (if applicable). Each contract can only be assigned to one designation. You can mark True for 3 contracts per each designation to receive the full 10 points.

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

1.	Tax Attorney: Firm Name: Address: City, State, Zip	Klein Hornig, LLP Klein Hornig, LLP 1325 G Street NW, Suite 770 Washington, DC 20005	This is a Related Entity. FALSE  DEI Designation? FALSE  Veteran Owned Small Bus? FALSE
	Email:	ehoffman@kleinhornig.com	Phone: (202) 926-3400
2.	Tax Accountant: Firm Name: Address: City, State, Zip	Charlie Rhuda Novogradac 211 Congress Street, Suite 710 Boston, MA 02110	This is a Related Entity.  DEI Designation?  FALSE  OR  Veteran Owned Small Bus?  FALSE
	Email:	charlie.rhuda@novoco.com	Phone: (617) 449-3022
3.	Consultant: Firm Name: Address: City, State, Zip Email:		This is a Related Entity. FALSE DEI Designation? FALSE Veteran Owned Small Bus? FALSE Role: Phone:
4.	Management Entity: Firm Name: Address: City, State, Zip Email:	Gina Ramos Gates Hudson 3020 Hanmaker Court, Suite 301 Fairfax, VA 22031 manager@barcroftapartments.com	This is a Related Entity. FALSE DEI Designation? FALSE OR Veteran Owned Small Bus? FALSE  Phone: (703) 876-9590
5.	Contractor: Firm Name: Address: City, State, Zip Email:	John-Michael Gucwa Bozzuto 6406 Ivy Lane, Suite 700 Greenbelt, MD 20770 John.Gucwa@bozzuto.com	This is a Related Entity. FALSE DEI Designation? FALSE Veteran Owned Small Bus? FALSE Phone: (301) 486-1313
6.	Architect: Firm Name: Address: City, State, Zip Email:	Tom Liebel  Moseley Architects  1414 Key Highway, Second Floor  Baltimore, MD 21230  tliebel@moseleyarchitects.com	This is a Related Entity. FALSE DEI Designation? FALSE OR Veteran Owned Small Bus? FALSE  Phone: (410) 539-4300

# **E. DEVELOPMENT TEAM INFORMATION**

7.	Real Estate Attorney: Firm Name:	Erik Hoffman Klein Hornig, LLP	This is a Related Entity.  DEI Designation? FALSE	FALSE OR
	Address:	1325 G Street NW, Suite 770	Veteran Owned Small Bus?	FALSE
	City, State, Zip	Washington, DC 20005	veteran ownea sman bas.	171252
	Email:	ehoffman@kleinhornig.com	Phone: (202) 926-3400	
			· · · · · · · · · · · · · · · · · · ·	
8.	Mortgage Banker:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation? FALSE	OR
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip			
	Email:		Phone:	
9.	Other 1:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation? FALSE	OR
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip		Role:	
	Email:		Phone:	
10.	Other 2:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation? FALSE	OR
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip		Role:	
	Email:		Phone:	
11.	Other 3:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation? FALSE	OR
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip		Role:	
	Email:		Phone:	
12.	Other 4:		This is a Related Entity.	FALSE
	Firm Name:		DEI Designation? FALSE	OR
	Address:		Veteran Owned Small Bus?	FALSE
	City, State, Zip		Role:	
	Email:		Phone:	
12	Othor F.		This is a Dalated Fatitur	EALCE
13.	Other 5: Firm Name:		This is a Related Entity.	FALSE OR
	Address:		DEI Designation? FALSE  Veteran Owned Small Bus?	FALSE
	City, State, Zip		Role:	IALJL
	Email:		Phone:	
	-			

# F. REHAB INFORMATION

1.	Acquisition Credit Information	
a.	. Credits are being requested for existing buildings being acquired for development	_
	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	
c.	. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?	
d	. This development is an existing RD or HUD S8/236 development	
	<u>Note:</u> 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	
	ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline	
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	
b	All buildings qualify for an exception to the 10-year rule under IRC Section 42(d)(2)(D)(i),	
	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)	
d	. There are different circumstances for different buildings	

# F. REHAB INFORMATION

3.	Rehabili	tation Credit Information	
a.	Credit	s are being requested for rehabilitation expenditures	TRUE
b.	Minim	num Expenditure Requirements	
	i.	All buildings in the development satisfy the rehab costs per unit requirement Section 42(e)(3)(A)(ii)	t of IRS
	ii.	All buildings in the development qualify for the IRC Section 42(e)(3)(B) excep 10% basis requirement (4% credit only)	tion to the
	iii.	All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exceptionFALSE	
	iv.	There are different circumstances for different buildings	FALSE

_				
G.		DDALIT		VEMENT
	1311 1131	PRUIFII	113137111	VEIVIEINI

1.

2.

All Applicants			a camplata	d to obtain i	naints for	nonprofit inv	alvamant		
		tion 2 must be	e complete	u to obtain	JOHNES TOI	TIOHPIOHE HIV	olvement.		
	-		•	•	•		•	escribed in IRC the following c	
FALSE FALSE FALSE FALSE FALSE FALSE FALSE FALSE	a. b. c. d. e. f. g.	Be substan Materially compliance developme Own, eithe partnership Not be affil Not have b	tially based participate e period (i.e nt through o or managi iated with een formed ny staff me	in the devel a., regular, co out the Com through a p ing member or controlled I for the prin mber, office	the commont a continuous apliance Poartnersh interest. It by a forncipal purer or mem	and substanteriod.  ip or limited leprofit organia  pose of comp  ber of the bo	of the devential involver iability comzation. The tition in the ard of direction in the control of the control	elopment thrownent) in the opposed pany, 100% of the Non Profit Factors materially	eration of the the the general Pool.
<b>All Applicants</b> necessarily sa		ualify for poir	nts under th	ne ranking s	ystem, the	· · · · · · · · · · · · · · · · · · ·	involvemen	t need not	
A. Nonprofit	Involv	ement (All Ap	plicants)						
There is no	onprof	it involvemen	t in this de	velopment		FALSE	(If false	, skip to #3.)	
Action: If	there	<u>is</u> nonprofit i	nvolvemen	t, provide co	mpleted	Non Profit Qเ	uestionnaire	e (Mandatory	TAB I).
or	lonpro	nent: ofit meets elig ofit meets elig							
C. Identity of The nonpr	-	rofit (All nonp ganization inv		•	ent is:	<b>&gt;</b>			
Name:									
Contact Pe	erson:								
Street Add	ress:								
City:						State:		Zip:	
Phone:				Contact	Email:				

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

0.0%

#### G. NONPROFIT INVOLVEMENT

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

A. FALSE

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

**Action:** Provide Option or Right of First Refusal in recordable form using

Virginia Housing's template. (TAB V)

Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit:			
ou indicate two if I and Hausing Authority		FALCE	
or indicate true if Local Housing Authority	• • • • • • • • • • • • • • • • • • • •	FALSE	
Name of Local Housing Authority			

B. FALSE

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

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 Me

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

#### 1. General Information a. Total number of all units in development bedrooms Total number of **rental** units in development 75 bedrooms 93 75 Number of low-income rental units 93 bedrooms Percentage of rental units designated low-income 100.00% If deal has both New/Adaptive Reuse units AND Rehab units, you must request a Mixed Construction Application. Contact Vi b. Number of new units:..... bedrooms Number of adaptive reuse units: ..... bedrooms 0 72 88 Number of rehab units:.... bedrooms c. If any, indicate number of planned exempt units (included in total of all units in development)...... d. Total Floor Area For The Entire Development..... 71,350.00 (Sq. ft.) Unheated Floor Area (i.e. Breezeways, Balconies, Storage)..... 17,837.00 (Sq. ft.) Nonresidential Commercial Floor Area (Not eligible for funding)..... 0.00 f. 53,513.00 (Sq. ft.) Total Usable Residential Heated Area..... New Construction 2,430.00 Adaptive Reuse 51,083.00 Rehab h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space..... 4.76% Exact area of site in acres ...... Locality has approved a final site plan or plan of development..... **FALSE** If **True**, Provide required documentation (**TAB O**). k. Requirement as of 2016: Site must be properly zoned for proposed development. **ACTION:** Provide required zoning documentation (MANDATORY TAB G) Adaptive Reuse New Constr. Rehab I. Development is eligible for Historic Rehab credits..... FALSE **FALSE** TRUE **Definition:**

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

#### 2. UNIT MIX

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

LIHTC Units can not be greater than Total Rental Units

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

			# of LIHTC	
Unit Type	Average Sq I	Average Sq Foot		
Supportive Housing	0.00	SF	0	
1 Story Eff - Elderly	0.00	SF	0	
1 Story 1BR - Elderly	0.00	SF	0	
1 Story 2BR - Elderly	0.00	SF	0	
Eff - Elderly	0.00	SF	0	
1BR Elderly	0.00	SF	0	
2BR Elderly	0.00	SF	0	
Eff - Garden	430.00	SF	2	
1BR Garden	641.00	SF	53	
2BR Garden	895.00	SF	20	
3BR Garden	0.00	SF	0	
4BR Garden	0.00	SF	0	
2+ Story 2BR Townhouse	0.00	SF	0	
2+ Story 3BR Townhouse	0.00	SF	0	
2+ Story 4BR Townhouse	0.00	SF	0	
be sure to enter the values ir	the		75	

Total Rental Units
0
0
0
0
0
0
0
2
53
20
0
0
0
0
0
75

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

b. New Construction: Specify the average size and number per unit type for the New Construction Units.

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

			" O. L C	
Unit Type	Average Sq	Foot	Units	
Supportive Housing	0.00	SF	0	
1 Story Eff - Elderly	0.00	SF	0	
1 Story 1BR - Elderly	0.00	SF	0	
1 Story 2BR - Elderly	0.00	SF	0	
Eff - Elderly	0.00	SF	0	
1BR Elderly	0.00	SF	0	
2BR Elderly	0.00	SF	0	
Eff - Garden	0.00	SF	0	
1BR Garden	641.00	SF	1	
2BR Garden	895.00	SF	2	
3BR Garden	0.00	SF	0	
4BR Garden	0.00	SF	0	
2+ Story 2BR Townhouse	0.00	SF	0	
2+ Story 3BR Townhouse	0.00	SF	0	
2+ Story 4BR Townhouse	0.00	SF	0	
e: Please be sure to enter the number of 3				

Note: Please be sure to enter the number of units in the appropriate unit category. If not, you will find errors on the self scoresheet.

Total LI Avg Sq Feet:

# of LIHTC

2,431.00

c. Adaptive Reuse: Specify the average size and number per unit type for the Adaptive Reuse Units.

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

			# of LIHIC		
Unit Type	Average Sq	Foot	Units		
Supportive Housing	0.00	SF	0		
1 Story Eff - Elderly	0.00	SF	0		
1 Story 1BR - Elderly	0.00	SF	0		
1 Story 2BR - Elderly	0.00	SF	0		
Eff - Elderly	0.00	SF	0		
1BR Elderly	0.00	SF	0		
2BR Elderly	0.00	SF	0		
Eff - Garden	0.00	SF	0		
1BR Garden	0.00	SF	0		
2BR Garden	0.00	SF	0		
3BR Garden	0.00	SF	0		
4BR Garden	0.00	SF	0		
2+ Story 2BR Townhouse	0.00	SF	0		
2+ Story 3BR Townhouse	0.00	SF	0		
2+ Story 4BR Townhouse	0.00	SF	0		
Please be sure to enter the number of 0					

0

**Total Rental Units** 

Note: Please be sure to enter the number of units in the appropriate unit category. If not, you will find errors on the self scoresheet.

Total LI Avg Sq Feet:

d. Rehab: Specify the average size and number per unit type for the Rehab Units.

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

			# of LIHTC		
Unit Type	Average Sq	Foot	Units		
Supportive Housing	0.00	SF	0		
1 Story Eff - Elderly	0.00	SF	0		
1 Story 1BR - Elderly	0.00	SF	0		
1 Story 2BR - Elderly	0.00	SF	0		
Eff - Elderly	0.00	SF	0		
1BR Elderly	0.00	SF	0		
2BR Elderly	0.00	SF	0		
Eff - Garden	430.00	SF	2		
1BR Garden	641.00	SF	52		
2BR Garden	895.00	SF	18		
3BR Garden	0.00	SF	0		
4BR Garden	0.00	SF	0		
2+ Story 2BR Townhouse	0.00	SF	0		
2+ Story 3BR Townhouse	0.00	SF	0		
2+ Story 4BR Townhouse	0.00	SF	0		
e: Please be sure to enter the number of 72					

72

Note: Please be sure to enter the number of units in the appropriate unit category. If not, you will find errors on the self scoresheet.

Total LI Avg Sq Feet:

50,302.00

3. St	ructures			
a.	Number of Buildings (containing rental unit	s)	2	
b.	Age of Structure:		years	
c.	Maximum Number of stories:	. 3		
d.	The development is a <u>scattered site</u> develop	oment	FALSE	
e.	Commercial Area Intended Use:			
f.	Development consists primarily of :	(Only One Option	n Below Can Be True)	
	<ul> <li>i. Low Rise Building(s) - (1-5 stories with any</li> <li>ii. Mid Rise Building(s) - (5-7 stories with no</li> <li>iii. High Rise Building(s) - (8 or more stories</li> </ul>	structural eleme	nts made of wood)	TRUE FALSE FALSE
g.	Indicate <b>True</b> for all development's structur	al features that a	oply:	
	i. Row House/Townhouse	FALSE	v. Detached Single-family	FALSE
	ii. Garden Apartments	TRUE	vi. Detached Two-family	FALSE
	iii. Slab on Grade	FALSE	vii. Basement	FALSE
	iv. Crawl space	FALSE		
h.	Development contains an elevator(s).  If true, # of Elevators.  Elevator Type (if known)	FALSE 0		
i.	Roof Type	Pitched		
i.	Construction Type	Masonry		
k.	Primary Exterior Finish	Brick		
	te Amenities (indicate all proposed)			
4. 31	a. Business Center	FALSE	f. Limited Access FALSE	
	b. Covered Parking	FALSE	g. Playground FALSE	
	c. Exercise Room	FALSE	h. Pool FALSE	
	d. Gated access to Site	FALSE	i. Rental Office TRUE	
	e. Laundry facilities	FALSE	j. Sports Activity Ct FALSE	
	c. 200 j		k. Other:	
l.	Describe Community Facilities:			

m. Number of Proposed Parking Spaces
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.

<u>NOTE:</u> 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 re[prt 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:** All Applicants must commit to provide free Wi-Fi access in the community room and restrict usage to residents only.

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

New Constr.	Adaptive Reuse	Rehab		
FALSE			a.	A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
100.00% 0.00%	_			Percentage of brick covering the exterior walls.  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	FALSE	TRUE	c.	All kitchen light fixtures are LED and meet MDCR lighting guidelines.
FALSE			d.	Cooking surfaces are equipped with fire suppression features as defined in the manual
FALSE or	Choose f	or all units	e.	Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
TRUE	Choose	or all utilits	f.	Full bath fans are equipped with a humidistat.
TRUE	FALSE	TRUE	g.	All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
TRUE		f True for 3 portion	h.	Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
FALSE	Choose fo	r all units	i.	Each unit is provided free individual high-speed internet access.  (Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)
TRUE	FALSE	TRUE	j.	Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
FALSE		f True for 3 portion	k.	Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.
or FALSE	FALSE	FALSE	I.	All Construction types: each unit is equipped with a permanent dehumidification system.
FALSE	FALSE	FALSE	m.	All interior doors within units are solid core.
FALSE	Choose fo	r all units	n.	Installation of a renewable energy electric system in accordance with manufactorer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at <b>Tab F</b> .
FALSE			0.	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	FALSE	FALSE
FALSE	FALSE	FALSE
FALCE	FALCE	FALCE
FALSE	FALSE	FALSE
FALSE	FALSE	FALSE

- a. All cooking ranges have front controls.
- b. Bathrooms have an independent or supplemental heat source.
- c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- 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:

FALSE

**FALSE** 

Earthcraft Gold or higher certification

TRUE

National Green Building Standard (NGBS) certification of Silver or higher.

LEED Certification

FALSE

Enterprise Green Communities (EGC)

Certification

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

Action:

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

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

**FALSE** 

Zero Energy Ready Home Requirements

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)

FALSE

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

0% of Total Rental Units

4. FALSE

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

If not, please explain:

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

# I. UTILITIES

1. Utilities Types:

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

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

Water?	FALSE	Heat?	FALSE
Hot Water?	FALSE	AC?	FALSE
Lighting/ Electric?	FALSE	Sewer?	FALSE
Cooking?	FALSE	Trash Removal?	FALSE

Utilities	Enter Allowances by Bedroom Size			ize	
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	0	0	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	0	0	0
Hot Water	0	0	0	0	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$0	\$0	\$0

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

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

**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.

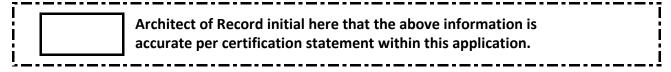
1. Accessibility: Indicate True for the following point category, as appropriate.

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

**FALSE** 

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.



#### 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

**FALSE** tenants that are homeless or at risk of homelessness?

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

TRUE

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

#### K. **SPECIAL HOUSING NEEDS**

3. Leasing	g Preferences					
a.	a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8					
	waiting list?	select:	Yes			
	Organization which	n holds waitir	ng list:	Arlington County		
	Contact person:	Melissa Dan	owski			
	Title:	Principal De	velopment Specialist			
	Phone Number:	(703) 228	-7931			
	Action: Pro	vide required	notification docume	entation <b>(TAB L)</b>		
b.	<u>-</u> .	_		amilies with children		FALSE
C.	c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms:  0					
	% of total Low Income Units 0%					
	<b>NOTE:</b> Development must utilize a <b>Virginia Housing Certified Management Agent</b> . Proof of management certification must be provided before 8609s are issued.					
			•	A List from VirginiaHousing.com		

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

#### 4. Target Population Leasing Preference

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

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

First Name: Gina Last Name: Ramos

(703) 876-9590 Email: gramos@gateshudson.com Phone Number:

# K. SPECIAL HOUSING NEEDS

5. Rental Assistance	
a. Some of the low-income units do or will receive rental assistance FALSE	
b. Indicate True if rental assistance will be available from the following	
FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.	
FALSE Section 8 New Construction Substantial Rehabilitation	
FALSE Section 8 Moderate Rehabilitation	
FALSE Section 811 Certificates	
FALSE Section 8 Project Based Assistance	
FALSE RD 515 Rental Assistance	
FALSE Section 8 Vouchers *Administering Organization:	
FALSE State Assistance *Administering Organization:	
FALSE Other:	
c. The Project Based vouchers above are applicable to the 30% units seeking points.  FALSE	
i. If True above, how many of the 30% units will not have project based vouchers?	
d. Number of units receiving assistance:  0	
How many years in rental assistance contract?  Expiration date of contract:	
There is an Option to Renew	
Action: Contract or other agreement provided (TAB Q).	
6. Public Housing Revitalization	
Is this development replacing or revitalizing Public Housing Units?	FALSE
If so, how many existing Public Housing units?	

#### 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 incomerestricted 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:

ī	Income Levels			
#	of Units	% of Units		
	9	12.00%	20% Area Median	
	0	0.00%	30% Area Median	
	0	0.00%	40% Area Median	
	16	21.33%	50% Area Median	
	29	38.67%	60% Area Median	
	0	0.00%	70% Area Median	
	21	28.00%	80% Area Median	
	0	0.00%	Market Units	
	75	100.00%	Total	

Rent Levels	3	
# of Units	% of Units	
9	12.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
16	21.33%	50% Area Median
29	38.67%	60% Area Median
0	0.00%	70% Area Median
21	28.00%	80% Area Median
0	0.00%	Market Units
75	100.00%	Total

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

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

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

	<b>&gt;</b>
	Unit Type
	(Select One)
Mix 1	Efficiency
Mix 2	Efficiency
Mix 3	1 BR - 1 Bath
Mix 4	1 BR - 1 Bath
Mix 5	1 BR - 1 Bath
Mix 6	1 BR - 1 Bath
Mix 7	2 BR - 1 Bath
Mix 8	2 BR - 1 Bath
Mix 9	2 BR - 1 Bath
Mix 10	

<b>&gt;</b>
Rent Target
(Select One)
60% AMI
80% AMI
30% AMI
50% AMI
60% AMI
80% AMI
50% AMI
60% AMI
80% AMI

Number of Units	# of Units	Net Rentable	Monthly Rent Per Unit	Total Monthly Rent
OI UIILS	compliant	Square Feet		•
1		430.00	\$1,370.00	\$1,370
1		430.00	\$1,525.00	\$1,525
9		641.00	\$922.00	\$8,298
10		641.00	\$1,441.00	\$14,410
22		641.00	\$1,377.95	\$30,315
12		641.00	\$1,711.67	\$20,540
6		895.00	\$1,488.33	\$8,930
6		895.00	\$1,551.67	\$9,310
8		895.00	\$2,112.63	\$16,901
				\$0

# L. UNIT DETAILS

\$0 \$0 \$0 \$0 \$0 \$0
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# L. UNIT DETAILS

Mix 68			\$0
Mix 69			\$0
Mix 70			\$0
Mix 71			\$0
Mix 72			\$0
Mix 73			\$0 \$0 \$0
Mix 74			\$0 \$0 \$0
Mix 75			\$0
Mix 76			\$0
Mix 77			\$0
Mix 78			
Mix 79			\$0
Mix 80			\$0
Mix 81			\$0 \$0 \$0 \$0 \$0
Mix 82			\$0
Mix 83			\$0
Mix 84			\$0
Mix 85			\$0 \$0 \$0 \$0 \$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 \$0 \$0
Mix 94			\$0 \$0 \$0
Mix 95			\$0
Mix 96			\$0
Mix 97			\$0
Mix 98			\$0
Mix 99			\$0
Mix 100			\$0
TOTALS	 75	0	\$111,599

Total	75	Net Rentable SF:	TC Units	52,733.00
Units			MKT Units	0.00
		•	Total NR SF:	52,733.00

Floor Space Fraction	(to 7 decimals)	100.00000%

# M. OPERATING EXPENSES

Administrative:					Use Whole Numbers Only!
<ol> <li>Advertising/Marketing</li> </ol>					\$11,625
2. Office Salaries					\$103,125
3. Office Supplies					\$9,300
4. Office/Model Apartmen	t (type	2	)	)	\$0
5. Management Fee					\$26,289
2.03% of EGI	\$350.52	Per Unit			
6. Manager Salaries					\$0
7. Staff Unit (s)	(type		)	)	\$0
8. Legal					\$0
9. Auditing					\$0
10. Bookkeeping/Accounting	g Fees				\$0
11. Telephone & Answering	Service				\$0
12. Tax Credit Monitoring Fe					\$5,700
13. Miscellaneous Administr					\$43,882
Total Admini	strative				\$199,921
Utilities					
14. Fuel Oil					\$0
15. Electricity					\$7,901
16. Water					\$7,901
17. Gas					\$7,901
18. Sewer					\$0
Total Utility					\$23,703
Operating:					
19. Janitor/Cleaning Payroll					\$0
20. Janitor/Cleaning Supplie	S				\$0
21. Janitor/Cleaning Contract					\$0
22. Exterminating					\$0
23. Trash Removal					\$0
24. Security Payroll/Contrac	t				\$0
25. Grounds Payroll					\$0
26. Grounds Supplies					\$0
27. Grounds Contract					\$0
28. Maintenance/Repairs Pa	vroll				\$18,750
29. Repairs/Material	, -				\$41,250
30. Repairs Contract					\$0
31. Elevator Maintenance/C	ontract				\$0
32. Heating/Cooling Repairs					\$0
33. Pool Maintenance/Contr					\$0
34. Snow Removal	•				\$0
35. Decorating/Payroll/Cont	ract				\$0
36. Decorating Supplies					\$0
37. Miscellaneous					\$18,750
	ting & Maintenanc	e			\$78,750
•	=				<del>+ : 0,750</del>

#### M. OPERATING EXPENSES

Taxes & Insurance			
38. Real Estate Taxes			\$120,799
39. Payroll Taxes			\$0
40. Miscellaneous Taxes/Licenses/P	Permits		\$0
41. Property & Liability Insurance	\$550	per unit	\$41,250
42. Fidelity Bond			\$0
43. Workman's Compensation			\$0
44. Health Insurance & Employee B	enefits		\$0
45. Other Insurance			\$0
Total Taxes & Insura	nce		\$162,049
Total Operating Exp	ense		\$464,423
Total Operating	\$6,192 C. Total Operating	35.81%	
Expenses Per Unit	Expenses as % of EGI		
Replacement Reserves (Total #	Units X \$300 or \$250 New Const./El	derly Minimum)	\$22,500
Total Expenses			\$486,923

# N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON	
1. SITE			
a. Option/Contract	NA	NA	
b. Site Acquisition	12/21/2021	Harrison Barton	
c. Zoning Approval	7/15/2024	Harrison Barton	
d. Site Plan Approval	7/15/2024	Harrison Barton	
2. Financing			
a. Construction Loan			
i. Loan Application	10/15/2025	Harrison Barton	
ii. Conditional Commitment	11/15/2025	Harrison Barton	
iii. Firm Commitment	2/15/2026	Harrison Barton	
b. Permanent Loan - First Lien			
i. Loan Application	10/15/2025	Harrison Barton	
ii. Conditional Commitment	11/15/2025	Harrison Barton	
iii. Firm Commitment	2/15/2026	Harrison Barton	
c. Permanent Loan-Second Lien			
i. Loan Application	NA	NA	
ii. Conditional Commitment	NA	NA	
iii. Firm Commitment	NA	NA	
d. Other Loans & Grants			
i. Type & Source, List	NA	NA	
ii. Application	NA	NA	
iii. Award/Commitment	NA	NA	
2. Formation of Owner	6/15/2025	Harrison Barton	
3. IRS Approval of Nonprofit Status	NA	NA	
4. Closing and Transfer of Property to Owner	3/15/2026	Harrison Barton	
5. Plans and Specifications, Working Drawings	11/1/2025	Harrison Barton	
6. Building Permit Issued by Local Government	3/1/2026	Harrison Barton	
7. Start Construction	4/1/2026	Harrison Barton	
8. Begin Lease-up	2/1/2027	Harrison Barton	
9. Complete Construction	4/1/2027	Harrison Barton	
10. Complete Lease-Up	6/1/2027	Harrison Barton	
11. Credit Placed in Service Date	6/1/2027	Harrison Barton	

#### O. PROJECT BUDGET - HARD COSTS

#### Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

Item	Must Use Whole Numbers Only!			Amount of Cost up to 100% Includable in			
Item			<del></del>				
New Construction   Value Credit"						' '	
Contractor Cost		Item	(A) Cost	(B) Acquisition	, ,		
a. Unit Structures (New) b. Unit Structures (Rehab) c. Non Residential Structures d. Commercial Space Costs e. Structured Parking Garage Total Structure 11,585,663 f. Earthwork g. Site Utilities h. Renewable Energy i. Roads & Walks j. Site Improvements k. Lawns & Planting l. Engineering m. Off-Site Improvements n. Site Environmental Mitigation o. Demolition p. Site Work q. Hard Cost Contingency Total Structure and Land r. General Requirements Site Say, 20 (1.2% Contract) t. Builder's Profit (2.2% Contract) t. Building Permits w. Special Construction x. Special Equipment v. Other 1: Outher 2: Outher					New Construction	Value Credit"	
b. Unit Structures (Rehab) c. Non Residential Structures d. Commercial Space Costs e. Structured Parking Garage Total Structure f. Earthwork g. Site Utilities h. Renewable Energy i. Roads & Walks j. Site Improvements k. Lawns & Planting l. Engineering m. Off-Site Improvements n. Site Environmental Mitigation o. Demolition p. Site Work q. Hard Cost Contingency Total Structure and Land r. General Requirements S. Builder's Overhead (1.2% Contract) t. Builder's Profit (4.2% Contract) w. Special Construction x. Special Equipment y. Other 1: c. Other 2: c. Other 3: c. Other 4: c. Other 5: c. Other 4: c. Other 5: c. Other 4: c. Other 5: c. Other 5: c. Other 5: c. Other 4: c. Other 5: c. Other 5: c. Other 5: c. Other 4: c. Other 5: c. O	1. Cont						
c.         Non Residential Structures         0         0         0         0           d.         Commercial Space Costs         0         0         0         0           e.         Structured Parking Garage         0         0         0         0           f.         Earthwork         0         0         0         0           g.         Site Utilities         0         0         0         0           h.         Renewable Energy         0         0         0         0           i.         Roads & Walks         0         0         0         0           j.         Site Improvements         0         0         0         0           k.         Lawns & Planting         0         0         0         0           l.         Engineering         0         0         0         0         0           m.         Off-Site Improvements         0		` ,				0	
d. Commercial Space Costs	b.	, ,	11,585,663	0	11,353,950	0	
e. Structured Parking Garage	C.		0	0	0	0	
Total Structure	d.	Commercial Space Costs	0	0	0	0	
f.         Earthwork         0	e.	Structured Parking Garage	0	0	0	0	
g. Site Utilities		Total Structure	11,585,663	0	11,353,950	0	
h. Renewable Energy	f.	Earthwork	0	0	0	0	
i. Roads & Walks       0       0       0         j. Site Improvements       0       0       0         k. Lawns & Planting       0       0       0         l. Engineering       0       0       0         m. Off-Site Improvements       0       0       0         n. Site Environmental Mitigation       0       0       0         o. Demolition       0       0       0       0         p. Site Work       0       0       0       0         q. Hard Cost Contingency       1,283,730       0       1,283,730       0       1,283,730         Total Structure and Land       12,869,393       0       12,637,680       0       1         r. General Requirements       563,237       0       563,237       0       563,237       0       150,196       0       150,196       0       150,196       0       150,196       0       150,196       0       150,196       0       150,196       0	g.	Site Utilities	0	0	0	0	
j. Site Improvements k. Lawns & Planting l. Engineering m. Off-Site Improvements n. Site Environmental Mitigation o. Demolition p. Site Work q. Hard Cost Contingency Total Land Improvements Total Structure and Land r. General Requirements Sequirements Sequirements Total Structure Total	h.	Renewable Energy	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       0         p. Site Work       0       0       0       0       0         q. Hard Cost Contingency       1,283,730       0       1,283,730       0       1,283,730         Total Land Improvements       1,283,730       0       12,637,680       0       12,637,680         r. General Requirements       563,237       0       563,237       0       563,237         s. Builder's Overhead       150,196       0       150,196       0       150,196         (       1.2%       Contract)       538,204       0       538,204       0         t. Builder's Profit       538,204       0       538,204       0       538,204       0         v. Building Permits       0       0       0       0       0       0       0         v. Special Equipment       0       0       0       <	i.	Roads & Walks	0	0	0	0	
I. Engineering   0	j.	Site Improvements	0	0	0	0	
m. Off-Site Improvements         0         0         0           n. Site Environmental Mitigation         0         0         0           o. Demolition         0         0         0         0           p. Site Work         0         0         0         0           q. Hard Cost Contingency         1,283,730         0         1,283,730           Total Land Improvements         1,283,730         0         1,283,730           Total Structure and Land         12,869,393         0         12,637,680           r. General Requirements         563,237         0         563,237           s. Builder's Overhead         150,196         0         150,196           (         1.2% Contract)         538,204         0         538,204           t. Builder's Profit         538,204         0         538,204           (         4.2% Contract)         0         0         0           u. Bonds         0         0         0         0           v. Building Permits         0         0         0         0           w. Special Construction         0         0         0         0           x. Special Equipment         0         0         0	k.	Lawns & Planting	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       1,283,730       0       1,283,730         Total Land Improvements       1,283,730       0       1,283,730         Total Structure and Land       12,869,393       0       12,637,680         r.       General Requirements       563,237       0       563,237         s.       Builder's Overhead       150,196       0       150,196         (       1.2% Contract)       538,204       0       538,204         t.       Builder's Profit       538,204       0       538,204         (       4.2% Contract)       0       0       0         u.       Bonds       0       0       0         v.       Building Permits       0       0       0         w.       Special Equipment       0       0       0         y.       Other 1:       0       0       0         z.       Other 2:       0       0       0 <tr< td=""><td>I.</td><td>Engineering</td><td>0</td><td>0</td><td>0</td><td>0</td></tr<>	I.	Engineering	0	0	0	0	
o. Demolition       0       0       0       0         p. Site Work       0       0       0       0         q. Hard Cost Contingency       1,283,730       0       1,283,730       0         Total Land Improvements       1,283,730       0       1,283,730       0         Total Structure and Land       12,869,393       0       12,637,680       0         r. General Requirements       563,237       0       563,237       0         s. Builder's Overhead       150,196       0       150,196       0         ( 1.2% Contract)       538,204       0       538,204       0         t. Builder's Profit       538,204       0       538,204       0         v. Building Permits       0       0       0       0         w. Special Construction       0       0       0       0         x. Special Equipment       0       0       0       0         y. Other 1:       0       0       0       0         z. Other 2:       0       0       0       0         aa. Other 3:       0       0       0       0	m.	Off-Site Improvements	0	0	0	0	
p. Site Work       0       0       0         q. Hard Cost Contingency       1,283,730       0       1,283,730         Total Structure and Land       12,869,393       0       12,637,680         r. General Requirements       563,237       0       563,237         s. Builder's Overhead       150,196       0       150,196         ( 1.2% Contract)       538,204       0       538,204         ( 4.2% Contract)       538,204       0       538,204         v. Building Permits       0       0       0         w. Special Construction       0       0       0         x. Special Equipment       0       0       0         y. Other 1:       0       0       0         z. Other 2:       0       0       0         aa. Other 3:       0       0       0	n.	Site Environmental Mitigation	0	0	0	0	
q. Hard Cost Contingency       1,283,730       0       1,283,730         Total Land Improvements       1,283,730       0       1,283,730         Total Structure and Land       12,869,393       0       12,637,680         r. General Requirements       563,237       0       563,237         s. Builder's Overhead       150,196       0       150,196         ( 1.2% Contract)       538,204       0       538,204         ( 4.2% Contract)       538,204       0       538,204         u. Bonds       0       0       0         v. Building Permits       0       0       0         w. Special Construction       0       0       0         x. Special Equipment       0       0       0         y. Other 1:       0       0       0         z. Other 2:       0       0       0         aa. Other 3:       0       0       0	0.	Demolition	0	0	0	0	
Total Land Improvements         1,283,730         0         1,283,730           Total Structure and Land         12,869,393         0         12,637,680           r. General Requirements         563,237         0         563,237           s. Builder's Overhead         150,196         0         150,196           ( 1.2% Contract)         538,204         0         538,204           ( 4.2% Contract)         538,204         0         538,204           u. Bonds         0         0         0           v. Building Permits         0         0         0           w. Special Construction         0         0         0           x. Special Equipment         0         0         0           y. Other 1:         0         0         0           z. Other 2:         0         0         0           aa. Other 3:         0         0         0	p.	Site Work	0	0	0	0	
Total Structure and Land         12,869,393         0         12,637,680           r. General Requirements         563,237         0         563,237           s. Builder's Overhead         150,196         0         150,196           ( 1.2% Contract)         538,204         0         538,204           ( 4.2% Contract)         0         0         0           u. Bonds         0         0         0           v. Building Permits         0         0         0           w. Special Construction         0         0         0           x. Special Equipment         0         0         0           y. Other 1:         0         0         0           z. Other 2:         0         0         0           aa. Other 3:         0         0         0	q.	Hard Cost Contingency	1,283,730	0	1,283,730	0	
r. General Requirements s. Builder's Overhead ( 1.2% Contract) t. Builder's Profit ( 4.2% Contract)  u. Bonds v. Building Permits w. Special Construction x. Special Equipment y. Other 1: z. Other 2: aa. Other 3:		<b>Total Land Improvements</b>	1,283,730	0	1,283,730	0	
s. Builder's Overhead       150,196       0       150,196         ( 1.2% Contract)       538,204       0       538,204         ( 4.2% Contract)       0       0       0         u. Bonds       0       0       0         v. Building Permits       0       0       0         w. Special Construction       0       0       0         x. Special Equipment       0       0       0         y. Other 1:       0       0       0         z. Other 2:       0       0       0         aa. Other 3:       0       0       0		Total Structure and Land	12,869,393	0	12,637,680	0	
( 1.2% Contract)         t. Builder's Profit       538,204       0       538,204         ( 4.2% Contract)       0       0       0         u. Bonds       0       0       0         v. Building Permits       0       0       0         w. Special Construction       0       0       0         x. Special Equipment       0       0       0         y. Other 1:       0       0       0         z. Other 2:       0       0       0         aa. Other 3:       0       0       0	r.	General Requirements	563,237	0	563,237	0	
t. Builder's Profit	s.	Builder's Overhead	150,196	0	150,196	0	
( 4.2% Contract)         u. Bonds       0       0       0         v. Building Permits       0       0       0         w. Special Construction       0       0       0         x. Special Equipment       0       0       0         y. Other 1:       0       0       0         z. Other 2:       0       0       0         aa. Other 3:       0       0       0	(	1.2% Contract)					
u. Bonds       0       0       0       0         v. Building Permits       0       0       0       0         w. Special Construction       0       0       0       0         x. Special Equipment       0       0       0       0         y. Other 1:       0       0       0       0         z. Other 2:       0       0       0       0         aa. Other 3:       0       0       0       0	t.	Builder's Profit	538,204	0	538,204	0	
v. Building Permits       0       0       0         w. Special Construction       0       0       0         x. Special Equipment       0       0       0         y. Other 1:       0       0       0         z. Other 2:       0       0       0         aa. Other 3:       0       0       0	(	4.2% Contract)					
w. Special Construction       0       0       0       0         x. Special Equipment       0       0       0       0         y. Other 1:       0       0       0       0         z. Other 2:       0       0       0       0         aa. Other 3:       0       0       0       0	u.	Bonds	0	0	0	0	
x. Special Equipment     0     0     0       y. Other 1:     0     0     0       z. Other 2:     0     0     0       aa. Other 3:     0     0     0	v.	Building Permits	0	0	0	0	
y. Other 1:     0       z. Other 2:     0       aa. Other 3:     0	w.	Special Construction	0	0	0	0	
z. Other 2: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	x.	Special Equipment	0	0	0	0	
aa. Other 3: 0 0 0 0	у.	Other 1:	0	0	0	0	
	Z.	Other 2:	0	0	0	0	
<b>Contractor Costs</b> \$14,121,030 \$0 \$13,889,317 \$0	aa.	Other 3:			0	0	
		Contractor Costs	\$14,121,030	\$0	\$13,889,317	\$0	

Construction cost per unit:

\$188,280.40

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$1,801,715

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$1,251,637

# 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.

		Amount o	f Cost up to 100% Inc	cludable in
			•	
MUST USE WHOLE NUMBERS ONLY!		Eligible BasisUse Applicable Column(s): "30% Present Value Credit" (D)		
Item	(A) Cost	(B) Acquisition	(C) Rehab/	"70 % Present
item	(A) Cost	(b) Acquisition	New Construction	Value Credit"
			New Construction	value Credit
2. Owner Costs				
a. Building Permit	547,838	0	547,838	0
b. Architecture/Engineering Design Fee	932,063	0	932,063	0
\$12,428 /Unit)				
c. Architecture Supervision Fee	0	0	0	0
\$0 /Unit)				
d. Tap Fees	0	0	0	0
e. Environmental	5,000	0	5,000	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	14,456	0	14,456	0
h. Appraisal	10,000	0	0	0
i. Market Study	10,000	0	0	0
j. Site Engineering / Survey	0	0	0	0
k. Construction/Development Mgt	70,000	0	70,000	0
I. Structural/Mechanical Study	0	0	0	0
m. Construction Loan	375,126	0	375,126	0
Origination Fee				
n. Construction Interest	1,201,387	0	1,021,179	0
( 0.0% for 0 months)				
o. Taxes During Construction	0	0	0	0
p. Insurance During Construction	100,000	0	100,000	0
q. Permanent Loan Fee	0			'
( <mark>0.0%</mark> )				
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	45,000	0	22,500	0
v. Title and Recording	124,665	0	59,333	0
w. Legal Fees for Closing	270,000	0	135,000	0
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	137,988			
z. Tenant Relocation	0			· 
aa. Fixtures, Furnitures and Equipment	18,750	0	0	0
ab. Organization Costs	5,000			
ac. Operating Reserve	750,000			
ad. Soft Costs Contingency	0			
ae. Security	0	0	0	0
af. Utilities	0	0	0	0
ag. Supportive Service Reserves	0			

# O. PROJECT BUDGET - OWNER COSTS

(1) Other*	specify: Additional Contingency	161,566	0	161,566	0
(2) Other*	specify: Arlington County Loan Fees	81,486	0	0	0
(3) Other*	specify: HTC Fees	198,784	0	0	0
(4) Other*	specify: Pre-Dev Loan	158,898	0	158,898	0
(5) Other *	specify: Tenant Relocation	525,000	0	525,000	0
(6) Other*	specify: Amazon Loan Fees	141,119	0	0	0
(7) Other*	specify: Pursuit Cost Reimbursemer	1,130,850	0	452,340	0
(8) Other*	specify: Signage	15,000	0	0	0
(9) Other*	specify: Investor UW Fee	75,000	0	0	0
				·	
Owner C	osts Subtotal (Sum 2A2(10))	\$7,104,976	\$0	\$4,580,299	\$0
					_
Subtotal 1 + 2		\$21,226,006	\$0	\$18,469,616	<u></u> \$0
(Owner + Con	tractor Costs)				
3. Developer's F	ees	4,000,000	0	4,000,000	0
					_
4. Owner's Acqu	isition Costs				
Land		4,125,000			
Existing Impro	vements	19,751,400	19,751,400		
Subtotal 4:		\$23,876,400	\$19,751,400		
5. Total Develop	ment Costs				
Subtotal 1+2+	3+4:	\$49,102,406	\$19,751,400	\$22,469,616	\$0

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

(Provide documentation at **Tab E**) \$0 **Land Building** 

Maximum Developer Fee: \$4,038,192

## O.1 Distribution of Costs by Construction Type

1. Provide details of costs broken out by construction type:

Cost Type	Actual Costs	New Construction	Adaptive Reuse	Rehab
a. Contractor Costs	\$14,121,030	\$564,841	\$0	\$13,556,189
Separate Commercial Space Costs		\$0	\$0	\$0
% of Contractor Costs		\$0	\$0	\$1
b. Owner Costs				
Tap Fees	\$0	\$0	\$0	\$0
Operating Reserves	\$750,000	\$0	\$0	\$750,000
All Other Owner Costs (exclude Developer Fee)	\$6,354,976	\$254,199	\$0	\$6,100,777
c. Land Cost	\$4,125,000	\$165,000	\$0	\$3,960,000
d. Building Acquisition Costs (see note for previously owned buildings)	\$19,751,400		\$0	\$19,751,400
f. Developer's Fee	\$4,000,000	\$160,000	\$0	\$3,840,000
Total	\$49,102,406	\$1,144,040	\$0	\$47,958,366
Less: Tap Fees, Operating Reserves, Commercial Space and Land		\$165,000	\$0	\$4,710,000
Net		\$979,040	\$0	\$43,248,366
Number of Units from Structure: % of Overall Units:	75	3 4%	0 0%	72 96%
Proposed Development's Cost per Sq Ft		\$403	\$0	\$847
Applicable Cost Limits per Sq Ft		\$520	\$520	\$390

## P. ELIGIBLE BASIS CALCULATION

				Cost up to 100% Inc	
	ltem	(A) Cost	"30 % Present V		(D) "70 % Present Value Credit"
	item	(A) Cost	(B) Acquisition	Construction	value Credit
1.	Total Development Costs	49,102,406	19,751,400	22,469,616	0
2.	Reductions in Eligible Basis				
	Amount of federal grant(s) used to fine qualifying development costs	ance	0	0	0
	b. Amount of nonqualified, nonrecourse	financing	0	0	0
	c. Costs of nonqualifying units of higher (or excess portion thereof)	quality	0	0	0
	d. Historic Tax Credit (residential portion	)	0	0	0
3.	Total Eligible Basis (1 - 2 above)		19,751,400	22,469,616	
4.	Adjustment(s) to Eligible Basis (For non-a	acquisition costs ir	n eligible basis)		
	a. For QCT or DDA (Eligible Basis x 30%) State Designated Basis Boosts:		_	6,740,885	0
	<ul><li>b. For Revitalization or Supportive Housing.</li><li>c. For Green Certification (Eligible Basis &gt;</li></ul>		30%)	0	0
	Total Adjusted Eligible basis		=	29,210,501	0
5.	Applicable Fraction		100.00000%	100.00000%	100.00000%
6.	<b>Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)		19,751,400	29,210,501	0
7.	Applicable Percentage		4.00%	4.00%	9.00%
8.	Maximum Allowable Credit under IRC §4 (Qualified Basis x Applicable Percentage)	42	\$790,056	\$1,168,420	\$0
	(Must be same as BIN total and equal to other than credit amount allowed)	or less	Combin	\$1,958,476 ed 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:

		Date of	Date of	Amount of	
	Source of Funds	Application	Commitment	Funds	Name of Contact Person
1.	Construction Financing			\$23,500,000	
2.	Arlington County Funds			\$8,940,499	
3.	Amazon HEF Funds			\$9,541,301	
	Total Construction Funding:			\$41,981,800	

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

			(	(Whole Numbers only)			Amortization	Term of
		Date of	Date of	Amount of	Annual Debt	Rate of	Period	Loan
	Source of Funds	Application	Commitment	Funds	Service Cost	Loan	IN YEARS	(years)
1.	TE Perm			\$8,606,964	\$586,382	6.25%	40	18
2.	Arlington County Funds			\$8,940,499				
3.	Amazon HEF Funds			\$9,541,301				
4.								
5.								
6.								
7.								
8.								
9.								
10.								
	Total Permanent Funding:			\$27,088,764	\$586,382			

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

		Date of	Date of	Amount of	
Source of Funds		Application	Commitment	Funds	Name of Contact Person
1.					
2.					
3.					
4.					
5.					
6.					
-				40	
	Total Permanent Grants:			\$0	

#### Q. SOURCES OF FUNDS

## 4. Subsidized Funding

		Date of	Amount of
	Source of Funds	Commitment	Funds
1.			\$0
2.			
3.			
4.			
5.			
	Total Subsidized Funding		\$0

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

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

## **Below-Market Loans**

## TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$23,500,000
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
I	Other:	\$0

## Market-Rate Loans

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

## Grants\*

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

## <u>Grants</u>

c.	State	
d.	Local	
e.	Other:	

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

## Q. SOURCES OF FUNDS

6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:  For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is:  50.71%							
<b>7.</b> Som	7. Some of the development's financing has credit enhancements						
<b>8.</b> Othe	er Subsidies FALSE		Provide documenta ax Abatement on th	ition <b>(Tab Q)</b> ne increase in the valu	ue of the o	development.	
b.	FALSE 0	project base	•	HUD or Rural Develo	opment or	r any other bir	iding federal
C.	FALSE	Other					
c. <b>9.</b> A HU	FALSE  JD approval for transfer of	-	is required	F <i>i</i>	ALSE		

#### R. EQUITY

5. Net Equity Factor

#### 1. Equity 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 \$3,975,689 x Equity \$ \$0.850 = Housing Opportunity Tax Credit Request (paired with 4% credit requests only) Amount of State HOTC \$0.000 = \$0 \$0 x Equity \$ Equity that Sponsor will Fund: i. Cash Investment \$0 Contributed Land/Building \$0 ii. Deferred Developer Fee \$2,000,000 (Note: Deferred Developer Fee cannot be negative.) iii. \$0 iv. 45L Credit Equity \$0 ٧. Other: 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** \$2,000,000 2. Equity Gap Calculation **Total Development Cost** \$49,102,406 Total of Permanent Funding, Grants and Equity \$32,468,100 **Equity Gap** \$16,634,306 c. d. **Developer Equity** \$1,659 Equity gap to be funded with low-income tax credit proceeds \$16,632,647 3. Syndication Information (If Applicable) Actual or Anticipated Name of Syndicator: **Contact Person:** Phone: Street Address: Zip: City: State: Syndication Equity **Anticipated Annual Credits** \$1,956,978.00 **New Construction** \$78,279.00 Breakdown of Credits by Type Adaptive Reuse \$0.00 \$1,878,699.00 Rehab ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit) \$0.850 99.99000% iii. Percent of ownership entity (e.g., 99% or 99.9%) \$0 Syndication costs not included in Total Development Costs (e.g., advisory fees) iv. Net credit amount anticipated by user of credits \$1,956,782 ٧. Total to be paid by anticipated users of credit (e.g., limited partners) \$16,632,647 vi. Syndication: Action: Provide Syndicator's or Investor's signed Letter of Intent Select? (Mandatory at Tab C) Investors: Select? 4. Net Syndication Amount \$16,632,647 Which will be used to pay for Total Development Costs

Must be equal to or greater than 85%, unless the applicant has an approved waiver

84.9999868728%

#### 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			\$49,102,406
2.	Less Total of Permanent Funding, Grants and	\$32,468,100		
3.	Equals Equity Gap			\$16,634,306
4.	Divided by Net Equity Factor (Percent of 10-year credit expected to be raise	ed as equity	investment)	84.9999868728%
5.	Equals Ten-Year Credit Amount Needed to Fu	nd Gap		\$19,569,775
	Divided by ten years			10
6.	Equals Annual Tax Credit Required to Fund th	e Equity Gap	)	\$1,956,978
7.	Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$1,958,476
8.	Requested Credit Amount		For 30% PV Credit: For 70% PV Credit:	\$1,956,978 \$0
	·	,093.0400	Combined 30% & 70% PV Credit Requested	\$1,956,978

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 I	Jnits	\$111,599
Plus Other Income Source (list):		\$2,175
Equals Total Monthly Income:		\$113,774
Twelve Months	x12	
Equals Annual Gross Potential Income		\$1,365,288
Less Vacancy Allowance	5.0%	\$68,264
<b>Equals Annual Effective Gross Income (</b>	EGI) - Low Income Units	\$1,297,024

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

Plus Other Income Source (list):		•
Equals Total Monthly Income:		
Twelve Months		X
Equals Annual Gross Potential Income		
ess Vacancy Allowance	7.0%	
Equals Annual Effective Gross Incom-	(EGI) - Market Rate Units	

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

## 3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$1,297,024
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$1,297,024
d.	Total Expenses	\$486,923
e.	Net Operating Income	\$810,101
f.	Total Annual Debt Service	\$586,382
g.	Cash Flow Available for Distribution	\$223,719

## T. CASH FLOW

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

	Stabilized				
	Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,297,024	1,322,964	1,349,423	1,376,412	1,403,940
Less Oper. Expenses	486,923	501,531	516,577	532,074	548,036
Net Income	810,101	821,433	832,847	844,338	855,904
Less Debt Service	586,382	586,382	586,382	586,382	586,382
Cash Flow	223,719	235,051	246,465	257,956	269,522
Debt Coverage Ratio	1.38	1.40	1.42	1.44	1.46

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,432,019	1,460,659	1,489,872	1,519,670	1,550,063
Less Oper. Expenses	564,477	581,412	598,854	616,819	635,324
Net Income	867,542	879,248	891,019	902,850	914,739
Less Debt Service	586,382	586,382	586,382	586,382	586,382
Cash Flow	281,160	292,866	304,637	316,468	328,357
Debt Coverage Ratio	1.48	1.50	1.52	1.54	1.56

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,581,065	1,612,686	1,644,940	1,677,838	1,711,395
Less Oper. Expenses	654,384	674,015	694,236	715,063	736,515
Net Income	926,681	938,671	950,704	962,775	974,880
Less Debt Service	586,382	586,382	586,382	586,382	586,382
Cash Flow	340,299	352,289	364,322	376,393	388,498
Debt Coverage Ratio	1.58	1.60	1.62	1.64	1.66

Estimated Annual Percentage Increase in Revenue
Estimated Annual Percentage Increase in Expenses

2.00% (Must be < 2%) 3.00% (Must be > 3%) J. Building-by-Building Information

**Must Complete** 

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

Number of BINS: 2

FOR VOLID CONVENIENCE	CODY AND DACTE IC	ALLOWED WITHIN DITH DING CDID
FUR YOUR CONVENIENCE.	COPY AND PASIE IS	S ALLOWED WITHIN BUILDING GRID

		FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN BUILDING GRID																		
				Please help us with the pro							esent Value				sent Value					
			OF	DO NOT use the CUT featu							r Acquisition		Cr		/ New Construc	tion		70% Present	Value Credit	
				DO NOT SKIP LINES BETW	EEN BUILD	INGS				Actual or				Actual or				Actual or		
		TAX	MARKET						Estimate	Anticipated			Estimate	Anticipated			Estimate	Anticipated		
Bldg	BIN	CREDIT	RATE	Street Address 1		City	State	Zip	Qualified	In-Service	Applicable	Credit	Qualified	In-Service	Applicable	Credit	Qualified	In-Service	Applicable	Credit
#	if known	UNITS	UNITS		Address 2		1		Basis	Date	Percentage	Amount	Basis	Date	Percentage	Amount	Basis	Date	Percentage	Amount
1.		40		1201 S. Thomas Street		Arlington		22204	\$10,534,080	06/01/27	4.00%	\$421,363	\$15,578,934	06/01/27		\$623,157				\$0
2.		35		1205 S. Thomas Street		Arlington	VA	22204	\$9,217,320	06/01/27	4.00%	\$368,693	\$13,631,567	06/01/27	4.00%	\$545,263				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
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26.												\$0				\$0				\$0
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29.							+					\$0				\$0				\$0
							+													
30.					1	+	+					\$0				\$0				\$0
31.												\$0				\$0				\$0
32.						1	+					\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0
		75	0	If development has more than 35	buildings, co	ontact Virginia F	lousing.													
				Totala franciali bestellares				ı	¢10.7E4.400	Ī			¢20.240.504	1			<u> </u>	1		
				Totals from all buildings					\$19,751,400	ļ			\$29,210,501	1			\$0	1		
											ĺ	\$790,056			Γ	\$1,168,420			[	\$0
											ļ	Ç7.50,050	l		L	V-)-100,720			Į.	70

Number of BINS: 2

#### V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

- 1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
- 2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
- 3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
- 4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
- 5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
- 6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms 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	of Owner:	1201 S Thoma	as Street Owr	ner, LLC	
By:					
Its: Auth	orized Signa	ntory			
<u> </u>			(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 Architec	t: Thomas Allan Liebel	
Virginia License	<b>#</b> : 017551	
Architecture Firm or Company	y: Moseley Architects	
Ву:		
lts: <mark>Vice Pı</mark>	resident	
	(Title)	

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

#### V. Previous Participation Certification

**Development Name:** Barcroft Apartments - Bravo 5

Name of Applicant (entity): 1201 S Thomas Street Owner, LLC

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

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

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

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

- All the statements made within this Certification are true, complete and correct to the
  best of my knowledge and belief and are made in good faith, including the data contained in
  Schedule A and any statements attached to this certification, and I will immediately alert
  Virginia Housing should I become aware of any information prior to the application deadline
  which may render my statements herein false or misleading.
- 2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
- 3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
- 4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
- 5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
- 6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
- 7. None of the Participants 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. Virginia Housing | Federal Housing Credit Manual 100

- 8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
- 9. None of the Participants have defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
- 10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
- 11. None of the Participants participate in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
- 12. None of the Participants have been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
- 13. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
- 14. 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).
- 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, I have attached a true and accurate statement to explain the relevant facts and circumstances.

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

Signature	
Jair K Lynch	
Printed Name	
	6/24/2025
Date (no more than 30 days prior to submission of the	Application)

Development Name:	Barcroft Apartments - Bravo 5
Name of Applicant:	
Principals' Name:	

				CGP or "Named"	Total	Total Low			Uncorrected
			Ownership	Managing Member	Develop-				8823s? If Y,
# Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
1.				Y/N					Y/N
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<sup>\*</sup> Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

### W.

## **LIHTC SELF SCORE SHEET**

## **Self Scoring Process**

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

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

MANDATORY ITEMS:	Included		Score
a. Signed, completed application with attached tabs in PDF format	Υ	Y or N	0
b. Active Excel copy of application	Υ	Y or N	0
c. Partnership agreement	Υ	Y or N	0
d. SCC Certification	Υ	Y or N	0
e. Previous participation form	Υ	Y or N	0
f. Site control document	Υ	Y or N	0
g. RESNET Certification	Υ	Y or N	0
h. Attorney's opinion	Υ	Y or N	0
i. Nonprofit questionnaire (if applicable)	Υ	Y, N, N/A	0
j. Appraisal	Υ	Y or N	0
k. Zoning document	Υ	Y or N	0
I. Universal Design Plans	Υ	Y or N	0
m. List of LIHTC Developments (Schedule A)	Υ	Y or N	0
Total:		•	0.00
1. READINESS:			
a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Υ	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	Υ	0 or 10	10.00
or e. Location in a revitalization area with resolution or by locality	N	0 or 15	0.00
or f. Location in a Opportunity Zone	N	0 or 15	0.00
g. Location in a Medium to High level Economic Development Jurisdiction	Υ	0 or 5	5.00
h. Location on land owned by Tribal Nation	N	0 or 15	0.00
Total:			15.00
2. HOUSING NEEDS CHARACTERISTICS:			
a. Sec 8 or PHA waiting list preference	Υ	0 or up to 5	5.00
· ·		·	
b. Existing RD, HUD Section 8 or 236 program	N 0.000/	0 or 20	0.00
c. Subsidized funding commitments	0.00%	Up to 60	0.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy) in Northern Virginia or New Construction pool	N	up to 40	0.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Υ	Up to 20	0.95
Total:			5.95

Must opt to received points for deeper targets on Unit Details Tab.

200 Point Threshold - Tax Exempt Bonds

3. DEVELOPMENT CHARACTERISTICS:					
a. Enhancements (See calculations below)				34.00	
b. <removed 2025="" for=""></removed>				0.00	
c. HUD 504 accessibility for 10% of units		N	0 or 20	0.00	
d. Proximity to public transportation		Y10	0, 10 or 20	10.00	
e. Development will be Green Certified		Υ	0 or 10	10.00	
f. Units constructed to meet Virginia Housing's Universal Design standards		0%	Up to 15	0.00	
g. Developments with less than 100 low income units		Υ	up to 20	10.00	
h. Historic Structure eligible for Historic Rehab Credits		Υ	0 or 5	5.00	
i. Meets Target Population Development Characteristics		Υ	0 or 10	10.00	
	Total:			79.00	
<u></u>					
	tate AMI				
	73,300				
a. Less than or equal to 20% of units having 1 or less bedrooms		N	0 or 15	0.00	
b. <plus> Percent of Low Income units with 3 or more bedrooms</plus>		0.00%	Up to 15	0.00	
c. Units with rent and income at or below 30% of AMI and are not subsidized (u	p to 10% of LI units)	12.00%	Up to 10	10.00	
d. Units with rents at or below 40% of AMI (up to 10% of LI units)		12.00%	Up to 10	10.00	
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of	AMI	33.33%	Up to 50	33.33	
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with	ı <= 60% of AMI	33.33%	Up to 25	0.00	
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of A	MI	33.33%	Up to 50	0.00	
	Total:			53.33	
5. SPONSOR CHARACTERISTICS:					
a. Socially Disadvantaged Principal owner 25% or greater		Υ	0 or 30	30.00	
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 (p	er occurence)	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:			30.00	
6. EFFICIENT USE OF RESOURCES:					
a. Credit per unit			Up to 100	44.63	
	Total:			44.63	
T. DONUE DOINTS					
7. BONUS POINTS:	25	Voore	40 0 70	70.00	
a. Extended Use Restriction beyond 15 year compliance period	35	Years	40 or 70	70.00	
or b. Nonprofit or LHA Home Ownership antion		N	0 or 60	0.00	
or c. Nonprofit or LHA Home Ownership option		N	0 or 5 10 or 15	0.00	
<ul> <li>d. Combined 9% and 4% Tax Exempt Bond Site Plan</li> <li>e. RAD or PHA Conversion participation and competing in Local Housing Author</li> </ul>	ity nool	N N	0 or 10	0.00	
f. Team member with Diversity, Equity and Inclusion Designation	ity pool	N	up to 10	0.00	
g. Team member with Veteran Owned Small Business Certification		N	up to 10 up to 10	0.00	
h. Commitment to electronic payment of fees		Y	0 or 5	5.00	
i. Zero Ready or Passive House certification from prior allocation		N N	0 or 20	0.00	
and and and and an invention morn prior undeation	Total:		-	75.00	
	. 5 5511				
300 Point Threshold - all 9% Tax Credits		TOTAL SCO	RE:	302.91	

	TYPE	New		Acq.	
	% of Units	Constr. 4%	Adaptive Reuse 0%	Rehab 96%	
Enhancements:	Max	.,.	3,1	3 0 / 3	Total Pts
	Points				Awarded
a. Community Room	5	On	e selection per dea	I	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	On	e selection per dea	I	20.00
c. LED Kitchen Light Fixtures	2	0.08	0.00	1.92	2.00
d. Cooking surfaces equipped with fire suppression features	2	On	e selection per dea	I	0.00
e. Bath Fan - Delayed timer or continuous exhaust	3	On	e selection per dea	1	3.00
f. Baths equipped with humidistat	3		e selection per dea	1	
g. Watersense labeled fixtures (without Green Certfication)	3	0.12	0.00	2.88	3.00
h. Rehab only: Infrastructure for high speed internet/broadband	5	(	Only REHAB units		5.00
i. Each unit provided free individual high speed internet access	15	On	e selection per dea	I	0.00
j. USB in kitchen, living room and all bedrooms	1	0.04	0.00	0.96	1.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	Only REHAB units		0.00	
I. Provides Permanently installed dehumidification system	5	0.00	0.00	0.00	0.00
m. All interior doors within units are solid core	3	0.00	0.00	0.00	0.00
n. Installation of Renewable Energy Electric system	10	On	e selection per dea	I	0.00
o. New Construction: Balcony or patio	4	Only N	New Construction u	nits	0.00
All elderly units have:					
p. Front-control ranges	1	0.00	0.00	0.00	0.00
q. Independent/suppl. heat source	1	0.00	0.00	0.00	0.00
r. Two eye viewers	1	0.00	0.00	0.00	0.00
s. Shelf or Ledge at entrance within interior hallway	2	0.00	0.00	0.00	0.00
		Т	otal Enhancement	s Pts.	34.00

## **Development Summary**

#### **Summary Information**

X.

2025 Low-Income Housing Tax Credit Application For Reservation (Mixed Construction)

Deal Name: Barcroft Apartments - Bravo 5

Cycle Type: 4% Tax Exempt Bonds Credits Req

Allocation Type: Mixed Construction

**Total Units** 75

Total LI Units 75
Project Gross Sq Ft: 71,350.00
Green Certified? TRUE

**Requested Credit Amount:** \$1,956,978

**Jurisdiction:** Arlington County

Population Target: General

Total Score 302.91

Owner Contact: Harrison Barton

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$27,088,764	\$361,184	\$380	\$586,382
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0	1	

Uses of Funds - Actual Costs							
Type of Uses Amount Per Unit Sq Ft % of TDC							
Improvements	\$12,869,393	\$171,592	\$180	26.21%			
General Req/Overhead/Profit	\$1,251,637	\$16,688	\$18	2.55%			
Other Contract Costs	\$0	\$0	\$0	0.00%			
Owner Costs	\$7,104,976	\$94,733	\$100	14.47%			
Acquisition	\$23,876,400	\$318,352	\$335	48.63%			
Developer Fee	\$4,000,000	\$53,333	\$56	8.15%			
Total Uses	\$49,102,406	\$654,699					

Proposed Cost Limit/Sq Ft: Applicable Cost Limit/Sq Ft:

Total Development Costs					
Total Improvements	\$21,226,006				
Land Acquisition	\$23,876,400				
Developer Fee	\$4,000,000				
Total Development Costs	\$49.102.406				

NC	Adaptive Reuse	Rehab
\$403	\$0	\$847
\$520	\$520	\$390

Proposed Cost Limit/Unit: \$336,347 Applicable Cost Limit/Unit: \$550,481

Unit Breakdown					
Supp Hsg	0				
# of Eff	2				
# of 1BR	53				
# of 2BR	20				
# of 3BR	0				
# of 4+ BR	0				
Total Units	75				

		Income Levels	Rent Levels
1			
		# of Units	# of Units
	<=30% AMI	9	9
	40% AMI	0	0
	50% AMI	16	16
	60% AMI	29	29
	>60% AMI	21	21

0

Income Averaging? TRUE

Market

**Extended Use Restriction?** 50

	Income					
Gross Potential Income	\$1,365,288					
<b>Gross Potential Income</b>	\$0					
	\$1,365,288					
Less Vacancy %	5.00%		\$68,264			

Effective Gross Income \$1,297,024

Rental Assistance? FALSE

Expenses							
Category Total Per Unit							
Administrative	\$199,921	\$2,666					
Utilities	\$23,703	\$316					
Operating & Maintenance	\$78,750	\$1,050					
Taxes & Insurance	\$162,049	\$2,161					
Total Operating Expenses	\$464,423	\$6,192					
-							
Replacement Reserves	\$22,500	\$300					
Total Expenses	\$486,923	\$6,492					

Cash Flow	
EGI	\$1,297,024
Total Expenses	\$486,923
Net Income	\$810,101
Debt Service	\$586,382
Debt Coverage Ratio (YR1):	1.38

### Y. Efficient Use of Resources

## **Credit Points (updated in 2025):**

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%) x 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	\$1,958,476
Credit Requested	\$1,956,978
% of Savings	0.08%
Sliding Scale Points	44.63

Development Name:	Barcroft Apartments - Bravo 5
Name of Applicant:	
Principals' Name:	

				CGP or "Named"	Total	Total Low			Uncorrected
			Ownership	Managing Member	Develop-				8823s? If Y,
# Development Name	Location	Ownership Entity	Entity Phone	at the time of deal?	ment Units	Units	Service Date	Date	Explain at Tab D
1.				Y/N					Y/N
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<sup>\*</sup> Must have the ability to bind the LIHTC entity; document with Partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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Name of Applicant:	
Principals' Name:	

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# Tab A:

Signed PDF of the Excel Application(MANDATORY)



# Tab A:

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

# 1201 S Thomas Street Owner, LLC (A Delaware Limited Liability Company) Limited Liability Company Agreement Dated as of June 24, 2025

#### LIMITED LIABILITY COMPANY

#### AGREEMENT OF

#### 1201 S THOMAS STREET OWNER, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "<u>Agreement</u>") of 1201 S Thomas Street Owner, LLC (the "<u>Company</u>"), is made and entered into as of June 24, 2025, by the undersigned sole member (the "<u>Member</u>"), pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, <u>et seq</u>.), as amended from time to time (the "<u>Act</u>").

- 1. <u>Formation</u>. An authorized person within the meaning of the Act, executed, delivered and filed the Certificate of Formation of the Company (the "<u>Certificate</u>") with the Secretary of State of the State of Delaware under the name "1201 S Thomas Street Owner, LLC." Upon execution of this Agreement, the powers of such authorized person ceased and the Member shall thereafter be designated as the authorized person within the meaning of the Act. The Member, an Authorized Person (as defined below), Officer (as defined below) or Managing Member (as defined below) shall execute, deliver and file, or cause to be executed, delivered and filed, any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.
- 2. <u>Name</u>. The name of the Company shall be "1201 S Thomas Street Owner, LLC." The Member may change the name of the Company from time to time. In any such event, the Member shall promptly file or cause to be filed in the Office of the Secretary of State of the State of Delaware an amendment to the Certificate reflecting such change of name.
- 3. <u>Purpose</u>. The purpose of the Company shall be to engage or participate in any lawful business activities (as determined by the Member) in which limited liability companies formed in the State of Delaware may engage or participate.
- 4. <u>Powers</u>. The Company shall have the power to do any and all acts reasonably necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose and business described herein and for the protection and benefit of the Company.
- 5. <u>Registered Office and Agent; Principal Place of Business</u>. The name and address of the Company's registered agent and its registered office in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The principal place of business of the Company shall be located at such office as may be determined by the Managing Member from time to time. The Managing Member may change

such registered office, registered agent or principal place of business from time to time. The Company may from time to time have such other place or places of business within or outside the State of Delaware as may be determined by the Managing Member.

- 6. <u>Term.</u> The term of the Company commenced upon the filing of the Certificate and shall continue until the Company is dissolved by the Member.
- 7. <u>Distributions</u>. Distributions shall be made at such time or times as the Managing Member may determine. Notwithstanding any provision of this Agreement to the contrary, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law.

## 8. <u>Management and Control</u>.

- Powers and Duties of the Managing Member. Except to the extent (a) otherwise expressly provided in this Agreement or required by the Act or other applicable law, the management, operation and control of the Company, its business and the assets of the Company shall be vested in the Managing Member. All powers of the Company for which approval by the Member to the exercise thereof is not expressly required by this Agreement, the Act or other applicable law, shall be exercised by, or under the authority of, and the business and affairs of the Company shall be managed by, or under the direction and control of, the Managing Member in a manner consistent with the terms, provisions and conditions of this Agreement and the Act. The Managing Member may appoint one or more officers ("Officer(s)") or authorized persons ("Authorized Person(s)") of the Company with such responsibilities and authority as delegated or otherwise authorized by the Managing Member and such appointment shall be evidenced as set forth on Exhibit A hereto, as such Exhibit A may be amended and updated from time to time. The acts of the Managing Member, any Officer or Authorized Person in carrying on the business and activities of the Company (and the management, operation and control thereof) as authorized herein shall bind the Company.
- (b) <u>Initial Managing Member</u>. The Managing Member shall initially be 1130 S. George Mason Dr Res Owner, LLC, a Delaware limited liability company. Thereafter, the Member may designate a substitute Managing Member. The Managing Member may be referred to as the "Sole Member", "Managing Member" or "Manager".
- (c) <u>Removal</u>. The Managing Member may be removed at any time by the Member, for or without cause. Such removal will be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of a Managing Member will not of itself create contract rights. The Managing Member may remove at any time, for or without cause, any Officer or Authorized Person.
- 9. <u>Manager, Officer and Authorized Person Certifications</u>. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate issued by the Company that is signed by the Managing Member, any Officer, or Authorized Person as to any of the following: (a) the identity of any Member, Managing Member, Officer, Authorized Person or other agent of the Company; (b) the existence or nonexistence of any fact or facts which constitute(s) a condition precedent to acts by the Managing Member, Officer, Authorized Person, or the Members

or which is in any other manner germane to the affairs of the Company; (c) the person(s), legal entity, or legal entities authorized to execute and deliver any instrument or document of the Company; and (d) any act or failure to act by the Company or any other matter whatsoever involving the Company.

- 10. <u>Limitation on Liability</u>. Except as otherwise provided in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and none of the Members, the Managing Member, Special Members. Officers or Authorized Persons shall be obligated personally for any such debt, obligation or liability solely by reason of being a Member, Managing Member, Special Members, Officer or Authorized Person of the Company.
- 11. <u>Amendments</u>. This Agreement may be modified or amended, or any provision hereof waived, only with the written consent of the Member.
- 12. <u>Governing Law; Jurisdiction</u>. All issues concerning this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (including, without limitation, the Act), without giving effect to any choice of law or conflict of law, provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

#### **SOLE MEMBER**

## 1201 S Thomas Street Owner, LLC a Delaware limited liability company

By: 1130 S. George Mason Dr Res Owner, LLC, a Delaware limited liability company, its sole member

> 1130 S. George Mason Dr PJV, LLC, By: a Delaware limited liability company, its sole member

> > LDP CAL I Operator, LLC, By: a Delaware limited liability company, its managing member

> > > LDP Holdings LLC, By: a Delaware limited liability company, its sole member

> > > > Name: Jair K. Lynch

Title: President and CEO

## Exhibit A

## List of Officers and Authorized Persons

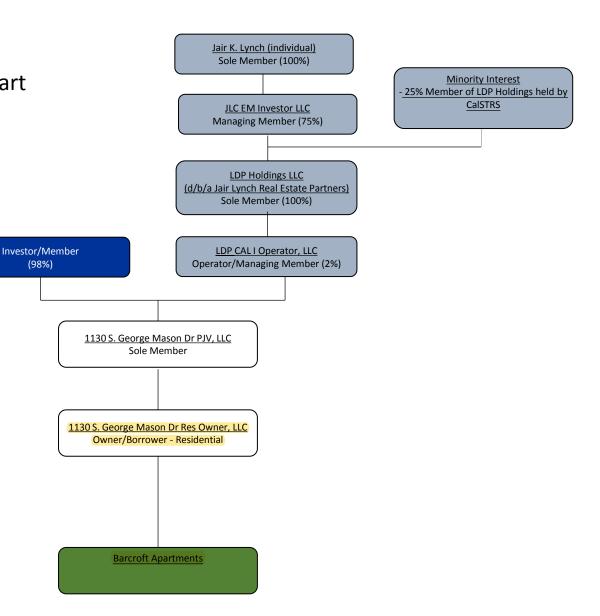
Name	Officer and Authorized Person Position/Title
Jair K. Lynch	Authorized Person, Authorized Signatory,
	President, Chief Executive Officer, CEO



Barcroft Apartments – Bravo 5 Org Chart 1201 S. Thomas Street Owner LLC Arlington, VA

(98%)

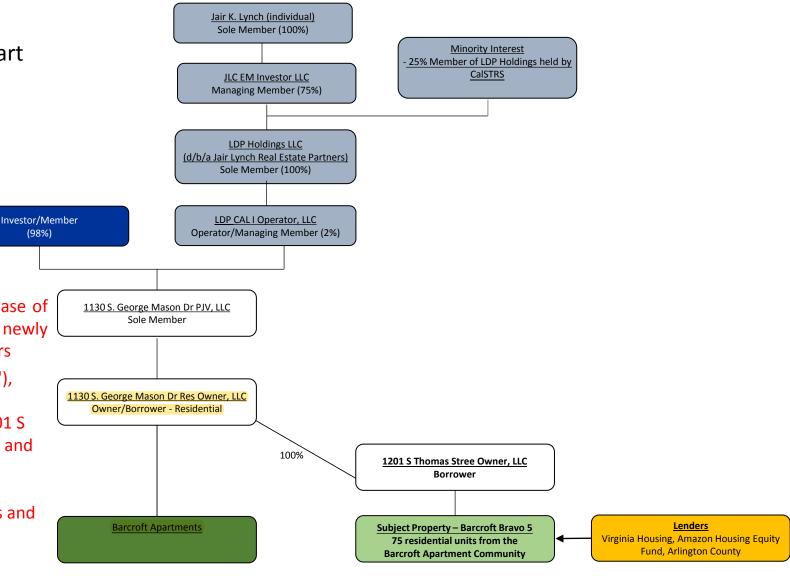
Barcroft Apartments is currently owned by 1130 S. George Mason Dr Res Owner, LLC, an affiliate of LDP Holdings, LLC (d/b/a Jair Lynch Real Estate Partners).





Barcroft Apartments – Bravo 5 Org Chart 1201 S. Thomas Street Owner LLC Arlington, VA

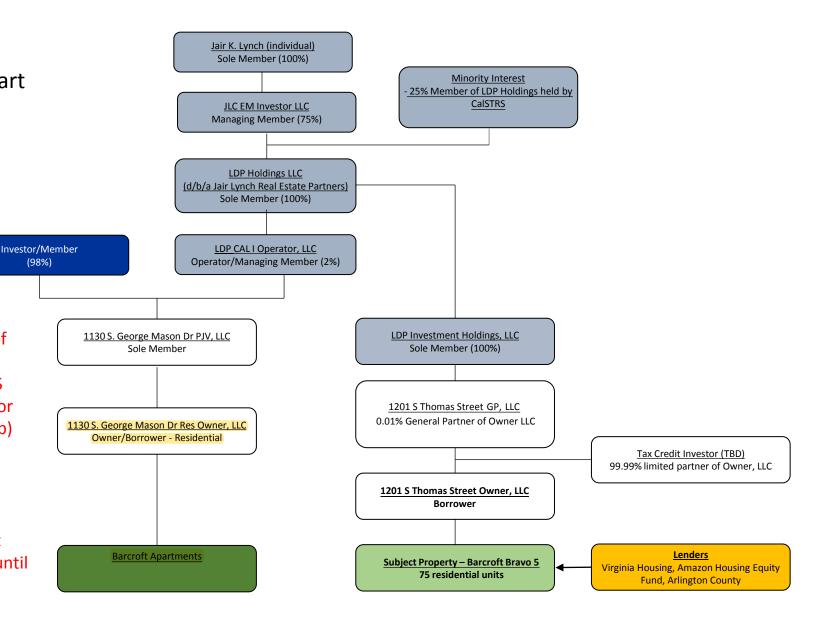
- Immediately prior to Closing, the "Bravo 5" Phase of Barcroft (75 units) will be transferred to a newly formed affiliate of Jair Lynch Real Estate Partners
  - 1201 S Thomas Street Owner, LLC ("Borrower"),
    who will perform the renovation of the subject
    75 residential units Prior to admission of (a) 1201 S
- Thomas Street Owner, LLC, the general partner, and (b) the tax credit investor, Borrower will (i) be wholly-owned by 1130 S. George Mason Dr Res Owner, LLC and be disregarded for tax purposes and (ii) obtain:
  - o BINs for all buildings in Bravo 5 Phase
  - o 42(m) Letter(s)
  - o Bonds (issued)



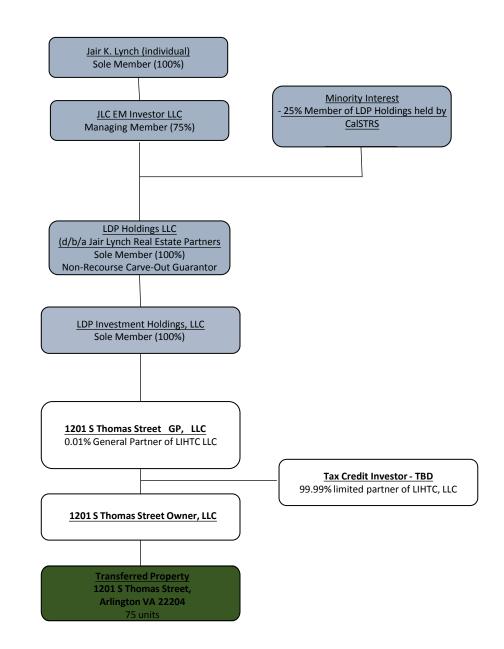


Barcroft Apartments – Bravo 5 Org Chart 1201 S. Thomas Street Owner LLC Arlington, VA

- Following (i) issuance of the Bonds, (ii) receipt of BINs for all buildings in Bravo 5 Phase and (iii) receipt of the 42(m) Letter(s), (a) each of 1201 S Thomas Street GP, LLC and the tax credit investor will be admitted as members of Borrower and (b) 1130 S. George Mason Dr Res Owner, LLC will withdraw as a member of Borrower.
- 1130 S. George Mason Dr Res Owner, LLC will continue to own the remaining units of Barcroft Apartments that are not part of Bravo 5 Phase until such time as additional phases are developed/ syndicated.







# Tab B:

Virginia State Corporation Commission Certification (MANDATORY)

# Commonwealth of Virginia

#### STATE CORPORATION COMMISSION

Richmond, June 23, 2025

This certificate of registration to transact business in Virginia is this day issued for

### 1201 S Thomas Street Owner, LLC

a limited liability company organized under the laws of Delaware and the said limited liability company is authorized to transact business in Virginia, subject to all Virginia laws applicable to the company and its business.

STATE OF THE STATE

STATE CORPORATION COMMISSION Attest:

Clerk of the Commission

# COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

AT RICHMOND, JUNE 23, 2025

The State Corporation Commission has found the accompanying application for a certificate of registration to transact business in Virginia submitted on behalf of

#### 1201 S Thomas Street Owner, LLC

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

# CERTIFICATE OF REGISTRATION TO TRANSACT BUSINESS IN VIRGINIA

be issued and admitted to record with the application in the Office of the Clerk of the Commission, effective June 23, 2025.

The limited liability company is registered to transact business in Virginia, subject to all Virginia laws applicable to the limited liability company and its business.

STATE CORPORATION COMMISSION

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Samuel T. Towell Commissioner



# COMMONWEALTH OF VIRGINIA STATE CORPORATION COMMISSION

#### Office of the Clerk

June 23, 2025

Foreign Fulfillment 251 Little Falls Drive Wilmington, DE, 19808

#### **RECEIPT**

RE: 1201 S Thomas Street Owner, LLC

ID: 11864725

FILING NO: 2506238753975

WORK ORDER NO: 202506206305038

Dear Customer:

This is your receipt for \$100.00 to cover the fee for filing an application for a certificate of registration for a limited liability company with this office.

This is also your receipt for \$100.00 to cover the fee for expedited service.

The effective date of the certificate of registration is June 23, 2025.

If you have any questions, please call (804) 371-9733 or toll-free 1-866-722-2551.

Sincerely,

Bernard J. Logan

Clerk of the Commission

Delivery Method: Email

# Tab C:

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

# RBC Capital Markets®

**RBC Community Investments** 

Three World Financial Center 200 Vesey Street, 9<sup>th</sup> Floor New York, New York 10281-8098 Telephone: (212) 618-5619

June 25, 2025

Jair Lynch Real Estate Partners 1400 16th Street Northwest, Suite 430 Washington, DC 20036 Attn: Mr. Harrison Barton

> Re: Barcroft Apartments - Bravo 5 Arlington, VA

Dear Mr. Barton:

Thank you for the opportunity to work together on this proposal for Barcroft Apartments - Bravo 5 in Arlington, VA (the "Project"). RBC Community Investments LLC ("RBC") has reviewed your application, including the proposed rents and expenses used in preparing the operating budget, and expects to have investor interest to purchase a 99.98% Investor Member interest in the Project. We completed a preliminary underwriting of the Project to provide an estimate of the equity we would be able to invest.

- 1. **Project Assumptions.** The Project will consist of the rehabilitation of 75 apartment units for rent to general occupancy. Within the Project, all units will be occupied by tenants in compliance with the low-income housing tax credit (LIHTC) requirements of Section 42 of the Internal Revenue Code. Total development costs are expected to be approximately \$48 million. In addition to partner LIHTC equity, permanent financing is expected to consist of a \$8,570,192 first mortgage, a \$8,580,363 Arlington County Funds loan, a \$9,156,963 Amazon HEF Funds loan, and \$3,379,336 in state historic tax credit equity.
- 2. <u>LIHTC</u>. The Project is expected to receive an allocation of LIHTC in the annual amount of \$1,971,344. The total LIHTC anticipated to be delivered to the Investor Member is approximately \$19,709,502.
- 3. <u>Purchase Price</u>. Based on our preliminary review of the Project and recent investor pricing indications for similar projects, we expect to be able to offer equity of approximately \$16,756,428 to purchase the Limited Partner interest in the Project. This capital contribution is based on the Project receiving the tax credit described above and represents approximately \$.85 price per LIHTC dollar. Please note that the anticipated pay-in schedule is based on the reserves being funded in accordance with the Agency's requirements.

Our anticipated pay-in schedule appears below:

<b>Equity Contribution</b>	Percent	Total Equity
Initial Closing, During		
Construction	10%	\$ 1,675,643
Final CO	20%	\$ 3,351,286
FCC,QO, PLC, Stabilization	68%	\$ 11,394,371
8609s	2%	\$ 335,128
Total	100%	\$ 16,756,428

- 4. <u>Fees and Compensation</u>. The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Company and the Project.
  - (a) <u>Developer Fee.</u> The Developer will earn a developer fee of \$3,000,000. Any deferred portion of the developer fee shall accrue interest at 0% per annum commencing as of the date of RBC's final capital contribution. Payment of the deferred fee will be subordinate to all other Company debt as well as operating expense and reserve requirements.

- (b) <u>Incentive Management Fee.</u> An incentive management fee will be payable to the Managing Member on an annual basis in an amount equal to 90% of net cash flow.
- (c) <u>Property Management Fee</u>. The property management fee will not exceed 2.25% of effective gross income. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments. The Management agent is subject to a due diligence review.
- (d) Asset Management Fee. The Partnership will pay RBC Manager an annual asset management fee of \$10,000 which will increase by 3% annually. The asset management fee will be paid quarterly commencing with the first anniversary of the closing date and is to be paid from available cash flow.

#### 5. <u>Due Diligence, Opinions and Projections</u>.

- (a) <u>Due Diligence</u>. The General Partner will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The General Partner agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.
- (b) <u>Legal Opinions</u>. The General Partner's counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC's counsel will prepare a tax opinion and the General Partner agrees to cooperate to provide all necessary documentation requested by RBC's counsel.
- (c) <u>Diligence Reimbursement</u>. The Partnership will reimburse RBC toward the costs of \$75,000 incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC's counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.
- (d) <u>Projections</u>. The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the General Partner. RBC's projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 35-year debt analysis and 15-year capital account analysis.

Please keep in mind that this assessment is preliminary and does not represent a commitment on the part of RBC. Any actual commitment on the part of RBC will require further due diligence review and the approval of RBC's investment committee. We look forward to working with you on this project. Please let me know if we can be of any further assistance.

Very truly yours,

By: \_\_\_\_\_

Name: Chris Tully Title: Managing Director

# Tab D:

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



Development Name: Barcroft Apartments - Bravo 5 Name of Applicant: 1201 S Thomas Street Owner, LLC

#### INSTRUCTIONS:

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

	1201 S Thomas Street GP, LLC Principal's Name:	Controlling GP (CGP) or 'Named' Managing $\underline{\text{Yes}}$ Member of Proposed property?* $\underline{\text{Y or N}}$						
	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) <b>Explain "Y"</b>
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9								

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

1st PAGE

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Development Name: Barcroft Apartments - Bravo 5 Name of Applicant: 1201 S Thomas Street Owner, LLC

#### INSTRUCTIONS:

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

1201 S Thomas Street Own Principal's Name:	Controlling GP (CGP) or 'Named' Managing $\underline{\text{Yes}}$ Member of Proposed property?* $\underline{\text{Y or N}}$						
Development Name/Loc	Name of Ownership Entity cation and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) <b>Explain "Y"</b>
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Development Name: Barcroft Apartments - Bravo 5 Name of Applicant: 1201 S Thomas Street Owner, LLC

#### INSTRUCTIONS:

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

	Jair K. Lynch Principal's Name:	Controlling GP (CGP) or 'Named' Managing <u>Yes</u> Member of Proposed property?* Y or N						
	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) <b>Explain "Y"</b>
1	Entwine Apartments - Phase I 218 Vine Street NW,	218 Vine Street NW Residential PJV, LLC 202-462-1092	Y	37	37	9/14/2022	5/6/2024	И
2	Washinaton, DC Entwine Apartments - Phase II 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV - Phase 2, LLC 202-462-1092	Υ	92	92	9/14/2022	5/6/2024	N
3	Paul Laurence Dunbar Apartments 2001 15th Street NW, Washinaton, DC	Paul Laurence Dunbar Apartments, LP 202-462-1092	Υ	171	171	6/30/2010	6/4/2013	N
4	3-Tree Flats 3910 Georgia Ave NW, Washinaton, DC	3910 Georgia Avenue Associates LP 1-A	Ν	130	119	2/25/2011	9/23/2011	И
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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Development Name: Barcroft Apartments - Bravo 5
Name of Applicant: 1201 S Thomas Street Owner, LLC

#### INSTRUCTIONS:

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

	JLC EM Investor, LLC Principal's Name:			Controlling GP (CGP) or 'Named' Managing Yes  Member of Proposed property?* Y or N				
	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Entwine Apartments - Phase  I  218 Vine Street NW,	218 Vine Street NW Residential PJV, LLC	Υ	37	37	9/14/2022	5/6/2024	Ν
2	Washinaton, DC Entwine Apartments - Phase II 218 Vine Street NW, Washington, DC	202-462-1092 218 Vine Street NW Residential PJV - Phase 2, LLC 202-462-1092	Y	92	92	9/14/2022	5/6/2024	Z
3	Paul Laurence Dunbar Apartments 2001 15th Street NW, Washinaton, DC	Paul Laurence Dunbar Apartments, LP 202-462-1092	Y	171	171	6/30/2010	6/4/2013	Ν
4	3-Tree Flats 3910 Georgia Ave NW, Washinaton, DC	3910 Georgia Avenue Associates LP 1-A	Ν	130	119	2/25/2011	9/23/2011	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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Development Name: Barcroff Apartments - Bravo 5 Name of Applicant: 1201 S Thomas Street Owner, LLC

#### INSTRUCTIONS:

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

	LDP Holdings, LLC		Controlling GP (CGP) or 'Named' Managing Yes					
	Principal's Name:	Member of Proposed prope			ed property?*	Y or N		
	Davelonment Name // costion	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.?	Total Dev. Units	Total Low Income	Placed in	8609(s) Issue	Uncorrected 8823's? (Y/N) <b>Explain "Y"</b>
1	Development Name/Location Entwine Apartments - Phase	218 Vine Street NW	(Y/N)*	Uniis	Units	Service Date	Date	Explain 1
	218 Vine Street NW, Washington, DC	Residential PJV, LLC  202-462-1092 218 Vine Street NW	Y	37	37	9/14/2022	5/6/2024	Ν
2	Entwine Apartments - Phase II 218 Vine Street NW, Washington, DC	218 Vine Street NW Residential PJV - Phase 2, LLC 202-462-1092	Y	92	92	9/14/2022	5/6/2024	Z
3	Paul Laurence Dunbar Apartments 2001 15th Street NW, Washinaton, DC	Paul Laurence Dunbar Apartments, LP 202-462-1092	Y	171	171	6/30/2010	6/4/2013	N
4	3-Tree Flats 3910 Georgia Ave NW, Washinaton, DC	3910 Georgia Avenue Associates LP 1-A	N	130	119	2/25/2011	9/23/2011	Ν
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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LIHTC as % of 97% Total Units

430



Development Name: Barcroft Apartments - Bravo 5 Name of Applicant: 1201 S Thomas Street Owner, LLC

#### INSTRUCTIONS:

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

	LDP Investment Holdings, LLC Principal's Name:		Controlling GP (CGP) or 'Named' Managing <u>Yes</u> Member of Proposed property?* Y or N					
	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Entwine Apartments - Phase I 218 Vine Street NW,	218 Vine Street NW Residential PJV, LLC	Y	37	37	9/14/2022	5/6/2024	N
2	Washinaton, DC Entwine Apartments - Phase II 218 Vine Street NW, Washington, DC	202-462-1092 218 Vine Street NW Residential PJV - Phase 2, LLC 202-462-1092	Υ	92	92	9/14/2022	5/6/2024	N
3	Paul Laurence Dunbar Apartments 2001 15th Street NW, Washinaton, DC	Paul Laurence Dunbar Apartments, LP 202-462-1092	Υ	171	171	6/30/2010	6/4/2013	N
4	3-Tree Flats 3910 Georgia Ave NW, Washinaton, DC	3910 Georgia Avenue Associates LP 1-A	Ν	130	119	2/25/2011	9/23/2011	N
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

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# Tab E:

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

#### **OPTION TO PURCHASE**

This Option to Purchase (this "*Agreement*"), effective as of June 30, 2025 ("*Effective Date*"), is made by and between 1130 S. George Mason Dr Res Owner, LLC, a Delaware limited liability company (the "*Optionor*"), and 1201 S Thomas Street Owner, LLC a Delaware limited liability company ("*Optionee*").

#### RECITALS

- A. Optionor is the owner of certain real property located in Arlington, Virginia, described on the attached Exhibit A ("*Property*"), and wishes to grant Optionee an option to purchase the Property.
- B. Optionee wishes to accept the option to purchase the Property on the terms and conditions stated below.

Therefore, the parties agree as follows:

#### **AGREEMENT**

- 1. **Grant of Option to Purchase**. In consideration of Optionor's receipt of \$10.00 from Optionee (which is hereby acknowledged), Optionor hereby grants to Optionee the exclusive right and option to purchase the Property (the "*Option*") at any time after the Effective Date and continuing until 5:00 p.m. on June 30, 2026 (the "*Option Expiration Date*").
- 2. **Recordation.** This Agreement shall not be recorded. All costs of transfer and such recordation will be borne by Optionee.
- 3. **Purchase Price.** The purchase price (as determined by an appraisal and allocation of the valuations determined in such appraisal) will be equal to \$23,876,400 (the "*Purchase Price*"). The Purchase Price shall be payable in cash or by promissory note bearing interest at the applicable federal rate.
- 4. **Eligible Basis.** Optionor purchased the Property as part of a larger transaction on December 29, 2021, which had a total purchase price of \$425,000,000 (the "*Prior Purchase Price*") as part of a plan to acquire, rehabilitate, construct, and operate approximately 1,335 housing units. Optionee will operate approximately 75 housing units at the Property. Based on the number of units at the Property, the Prior Purchase Price attributable to the Property is \$23,876,400 (the "*Allocated Prior Purchase Price*").
- 5. **Application of Consideration to Purchase Price**. If Optionee elects to purchase the Property under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the purchase price.

- 6. **Exercise of Option**. Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Option Expiration Date.
- 7. **Proof of Title**. Optionor will, at Optionee's expense, furnish Optionee a policy of title insurance, written by a title insurer acceptable to Optionee, insuring the title to the Property on terms acceptable to Optionee.
- 8. **Failure to Exercise Option**. If Optionee does not exercise the Option in accordance with its terms and before the Option Expiration Date, the Option and the rights of Optionee will automatically and immediately terminate without notice. In the event Optionee fails to exercise the Option, the Optionor will retain the sum paid as consideration for the Option.
- 9. **Notices**. All notices provided for in this Agreement will be deemed to have been duly given if and when deposited in the United States mail with proper and sufficient postage affixed, properly addressed to the party for whom intended at the party's address listed above, or when delivered personally to such party.
- 10. **Binding Effect**. This Agreement will be binding upon and inure only to the benefit of the parties to it.
- 11. **Marketing**. Optionor shall not market the Property or enter into any contract or option to sell the Property prior to the Option Expiration Date.
- 12. **Contingencies**. Optionee's exercise of the Option is contingent upon the following, without limitation: (a) the Optionee determining the feasibility of the Property and the Improvements for development, (b) the Optionee obtaining financing for the development of the Property and the Improvements, including an allocation of tax credits from the Virginia Housing Development Authority, and (c) determinations satisfactory to the Optionee that the Property and Optionee's development plan meet all applicable governmental requirements, including without limitation any review and approvals that may be required pursuant to the National Environmental Policy Act ("*NEPA*") and related requirements under 24 CFR Parts 50 or 58, if applicable.

[signature pages follow]

#### [Counterpart Signature Page to Option to Purchase]

#### **OPTIONOR:**

#### 1130 S. George Mason Dr Res Owner, LLC,

a Delaware limited liability company,

By: 1130 S. George Mason Dr PJV, LLC, a Delaware limited liability company,

its sole member

By: LDP CAL I Operator, LLC,

a Delaware limited liability company,

its managing member

By: LDP Holdings LLC,

a Delaware limited liability company,

its sole member

By:

Name: Jair K. Lynch

Title: Authorized Signatory

[signature pages continue on next page]

#### [Counterpart Signature Page to Option to Purchase]

#### **OPTIONEE:**

#### 1201 S Thomas Street Owner, LLC,

a Delaware limited liability company

By: 1130 S. George Mason Dr Res Owner, LLC, a Delaware limited liability company, its sole member

> By: 1130 S. George Mason Dr PJV, LLC, a Delaware limited liability company, its sole member

> > By: LDP CAL I Operator, LLC, a Delaware limited liability company, its managing member

> > > By: LDP Holdings LLC, a Delaware limited liability company, its sole member

> > > > Name: Jair K. Lynch

Title: President and CEO

#### Exhibit A to Option to Purchase

VIKA Virginia, LLC

8180 Greensboro Dr. Suite 200 Tysons, VA 22102 703.442.7800

vika.com

BARCROFT (RB5)

**JUNE 27, 2025** 

DESCRIPTION OF
A PORTION OF
PROPERTY OF
1130 S. GEORGE MASON DR
RES OWNER, LLC
INSTRUMENT 20220100000183
ARLINGTON COUNTY, VIRGINIA

#### RB5

Being a portion of the property of 1130 S. George Mason Dr Res Owner, LLC as recorded in Instrument 20220100000183 among the Land Records of Arlington County, Virginia, identified as Real Property Code (RPC) 27-002-001, and being more particularly described as follows:

Beginning for the same at a point of lying on the common line between aforesaid property of 1130 S. George Mason Dr Res Owner, LLC (RPC 27-002-001) and the property of 1130 S. George Mason Dr Res Owner, LLC as recorded in Instrument 20220100000183 among the aforesaid Land Records, identified as Real Property Code (RPC) 27-002-005, said point being North 22°47'23" West, 228.80 feet from the common corner between said property of 1130 S. George Mason Dr Res Owner, LLC (RPC 27-002-005) and the property of 4300 Associates LC as recorded in Deed Book 2695 at Page 1374 among the aforesaid Land Records; thence running with said common line

- South 22°47'23" East, 503.70 feet to a point; thence departing the aforesaid property of 1130 S. George Mason Dr Res Owner, LLC (RPC 027-002-005) and running so as to cross and include a portion of aforesaid property of 1130 S. George Mason Dr Res Owner, LLC (RPC 27-002-001) the following two (2) courses and distances
- 2. South 67°12'21" West, 198.73 feet to a point, thence
- 3. South 70°37'57" West, 30.41 feet to a point lying on the northeasterly right of way line of South Thomas Street (variable width public r/w); thence running with said northeasterly right of way line of South Thomas Street the following five (5) courses and distances
- 4. North 18°45'43" West, 31.18 feet to a point of curvature; thence
- 5. 134.91 feet along the arc of a curve to the left having a radius of 623.06 feet and a chord bearing and distance of North 24°57′53" West, 134.64 feet to a point; thence
- 6. North 31°10'03" West, 155.06 feet to a point of curvature; thence
- 7. 158.34 feet along the arc of a curve to the left having a radius of 328.72 feet and a chord bearing and distance of North 44°58'03" West, 156.82 feet to a point of reverse curvature; thence
- 8. 49.54 feet along the arc of a curve to the right having a radius of 282.12 feet and a chord bearing of North 53°44'14" West, 49.48 feet to a point; thence departing the aforesaid northeasterly right of way line of



#### June 27, 2025

#### Barcroft (RBU2)

South Thomas Street and running so as to cross and include a portion of aforesaid property of 1130 S. George Mason Dr Res Owner, LLC (RPC 27-002-001) the following three (3) courses and distances

- 9. North 67°26'46" East, 44.97 feet to a point pf curvature (non-tangent); thence
- 10. 23.84 feet along the arc of a curve to the left having a radius of 53.50 feet and a chord bearing and distance of North 79°51'53" East, 23.64 feet to a point of tangency; thence
- 11. North 67°05'33" East, 271.20 feet to the point of beginning and containing 128,044 square feet or 2.93949 acres of land, more or less.

Q:\Projects\8340\8340AF\CADD\SURVEYS\LEGAL DESCRIPTIONS\8340AF RB5.docx





RPC: 27002001

1130 S GEORGE MASON DR RES OWNER LLC

15400 16TH ST NW # 430 WASHINGTON DC 20036 First Installment Real Estate Bill

**DUE DATE: 6/15/2025** BALANCE: \$291.315.39

Date Issued: May 1, 2025

Letter ID: L1206116736

Account ID: RES-1001337139-03 Tax Year:

Installment: 1 of 2

2025

#### Real Estate Tax Information & Legal Description

Total Assessment: \$50,436,100.00 Tax Rate: 1.033% Annual Tax: \$521,004.90

Property Address: 1100 S THOMAS ST COLUMBIA PIKE 19.02 ACRES 830831 SQ FT

For questions on your tax assessment, contact the Department of Real Estate Assessments (DREA) at assessments@arlingtonva.us or 703-228-3920, option 1.

#### Stormwater Utility Fee Description

Number of ERUs: 238.86 Rate per ERU: \$258.00 \$61,625.88 Annual Fee: Annual Credit: \$0.00

Equivalent Residential Unit (ERU) is the billing unit for the Stormwater Utility Fee. For questions related to the Stormwater Utility Fee and rate structure, please visit www.arlingtonva.us/stormwaterutility, email stormwaterutility@arlingtonva.us, or call 703-228-5577.

#### First Installment Real Estate

1st Installment Tax: \$260,502.45 1st Installment Stormwater Utility Fee: \$30,812.94

Total Due by: 6/15/2025 \$291,315.39

5% penalty if paid after the due date \$14,565.77 (An additional 5% penalty will be applied to any

balance not received 30 days after the due date.)

A 5% late payment penalty will be applied to any balance (including Stormwater Utility Fee) not received or postmarked by the due date. An additional 5% penalty will be applied to any balance not received 30 days after the due date. Interest, at a 10% annual rate, is calculated daily beginning the day after the due date on any balance

Balance Due by

6/15/2025:

# Pay online at https://capp.arlingtonva.us

Real Estate tax and the Stormwater Utility Fee are billed in two installments due June 15 and October 5. Payments must be received or

postmarked by June 15 for the 1st installment and by October 5 for the 2nd installment in order to be on-time. A pending appeal of your real estate assessment with DREA or the Board of Equalization, or a disputed Stormwater Utility Fee, does not change the tax due date. You must pay the full amount of the original assessment as billed by the due date to avoid late payment penalties and interest. If your assessment or Stormwater Utility Fee is revised and your tax bill is lowered, any overpayment will be refunded. View up-to-date Real Estate tax and Stormwater Utility Fee payment status by visiting https://propertysearch.arlingtonva.us.

For payment questions or assistance with CAPP, call 703-228-4000.

Please see reverse side for payment options and important information about late payment penalties.

Enclose this payment coupon if paying by check or money order.

Carla de la Pava DUE DATE: 6/15/2025 **Arlington County Treasurer** 

2100 Clarendon Boulevard, Suite 201

Arlington, VA 22201-5445

DLN:

L1206116736

\$291,315.39

Bill Created:

May 1, 2025

Customer Number: Balance Due: 1001337139

\$291,315.39

Amount Enclosed:

Account ID:

RES-1001337139-03

#### 

#### փիդինրիեց[իցսկլիենհեն][գլոիժը][[ԱլԱլԱլԱլԱ]

1130 S GEORGE MASON DR RES OWNER LLC 15400 16TH ST NW # 430 WASHINGTON DC 20036

#### PLEASE MAKE CHECK PAYABLE TO:

**Arlington County Treasurer** PO Box 1754 Merrifield, VA 22116-1754



# 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 documenta	tion as specified in the manual.	
· · · · · · · · · · · · · · · · · · ·		on. Rater understands that before issuance of IRS to Virginia Housing.
<b>Or</b> , it must provide evidence of a HE	ncrease over existing, based on HERS in the rater und with energy performance certification	derstands that before IRS Form 8609 is issued, the
I I	dence of a HERS index of 95 or lower. In a Housing with energy performance of	The rater understands that before IRS Form 8609 is certification.
accredited verifier of said certification. If the	plans and specifications do not includ the application is accepted for credits	ne certification as indicated below, and I am an e requirements to obtain the certification, those . Rater understands that before issuance of IRS
Earthcraft Certification - The develo certification or higher.	pment's design meets the criteria to c	btain Earthcraft Multifamily program gold
LEED Certification - The development certification.	nt's design meets the criteria for the U	.S. Green Building Council LEED green building
National Green Building Standard ( higher standards to obtain certificat		ets the criteria for meeting the NGBS Silver or
1 1	ne development's design meets the recomment's construction type to obtain c	quirements stated in the Enterprise Green ertification.
***Please Note Ra	ters must have completed 500+ rating	gs to certify this form***
Whis	/ Benoit Rivard	6/5/2025
RESNET Rater Signature	Printed Name	Date
Southern Energy Management	Laurie Colwand	der
RESNET Provider Agency	Provider Contact Na	
Laurie Cohvander	laurie@southern-en	
Contact Signature	Email	Phone

**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: 23JzloMv

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

**Builder:** 

#### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.5	\$272
Cooling	1.4	\$45
Hot Water	4.9	\$158
Lights/Appliances	9.6	\$309
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.3	\$874

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

#### **Home Feature Summary:**



Conditioned Floor Area: 712 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

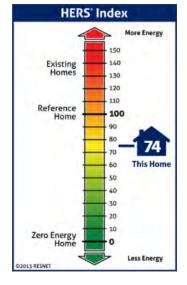
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM





**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: dmapgznd

# **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

**Builder:** 

#### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.3	\$236
Cooling	3.0	\$98
Hot Water	4.9	\$158
Lights/Appliances	9.6	\$311
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.8	\$893

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

#### **Home Feature Summary:**



Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

> Above Grade Walls: Attic, R-38 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: Framed Floor: R-11

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

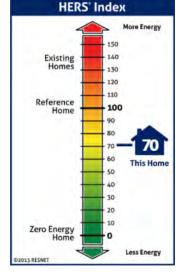
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM





**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: vobXp85d

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

**Builder:** 

#### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.0	\$289
Cooling	1.0	\$33
Hot Water	4.9	\$157
Lights/Appliances	9.5	\$306
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.4	\$875

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

#### **Home Feature Summary:**



Conditioned Floor Area: 695 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Forced Air Ductless Duct Leakage to Outside:

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

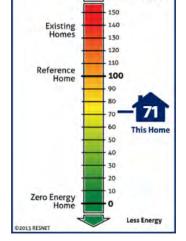
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM



HERS' Index

More Energy



**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: LA5ArWAL

# **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204 **Builder:** 

#### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.4	\$268
Cooling	3.1	\$101
Hot Water	4.8	\$156
Lights/Appliances	9.5	\$308
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	25.8	\$925

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

#### **Home Feature Summary:**



Air Source Heat Pump • Electric • 8.5 HSPF Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

> Above Grade Walls: Attic, R-38 Ceilina:

> > Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: Framed Floor: R-11

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330





HERS' Index

130

120

100

90

Existing

Reference

More Energy



**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: LXEnpm7d

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

**Builder:** 

#### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.2	\$262
Cooling	1.5	\$49
Hot Water	5.1	\$164
Lights/Appliances	9.8	\$315
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.5	\$881

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

#### **Home Feature Summary:**



Conditioned Floor Area: 757 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

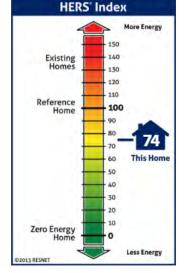
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM





Projected Report Based on Plans Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: dkgq5azd

# **HERS® Index Score:**

71

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

# **Annual Savings**

\$623

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

Builder:

# Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.3	\$235
Cooling	3.1	\$101
Hot Water	5.1	\$163
Lights/Appliances	9.8	\$317
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	25.2	\$906

This home meets or exceeds the criteria of the following:

#### **Home Feature Summary:**



Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF
House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50)
Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls: R-4 Ceiling: Attic, R-38

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor: R-11

#### Rating Completed by:

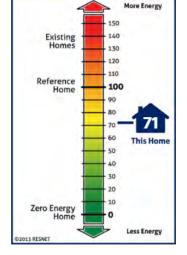
**Energy Rater:** Owen Burwell RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES 5908 Triangle Drive

**Rating Provider:** Southern Energy Management 5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM



HERS' Index



**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: dmapqVVd

## **HERS® Index Score:**

Existing

Reference

Zero Energy

D2013 RESNET

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**

\*Relative to an average U.S. home

#### Home:

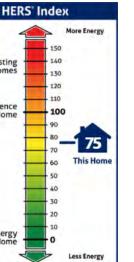
Arlington, VA 22204 **Builder:** 

#### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.9	\$283
Cooling	1.3	\$43
Hot Water	4.7	\$151
Lights/Appliances	9.8	\$317
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.7	\$885

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

#### **Home Feature Summary:**



Home Type: Apartment, end unit Model: Post-Rehab 1D Ground

Community: Barcroft Conditioned Floor Area: 770 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater

Digitally signed: 6/24/25 at 11:20 AM



**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: dY7yNOA2

# **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

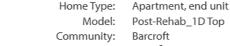
**Builder:** 

#### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.0	\$258
Cooling	2.9	\$95
Hot Water	4.7	\$151
Lights/Appliances	9.8	\$318
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	25.5	\$914

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

#### **Home Feature Summary:**



Conditioned Floor Area: 770 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Attic, R-38 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: Framed Floor: R-11

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

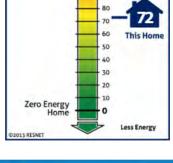
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM



HERS' Index

130

120

100

90

Existing

Reference

More Energy



**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: 23JzIXRv

# **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

**Builder:** 

#### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.7	\$309
Cooling	1.4	\$45
Hot Water	4.6	\$147
Lights/Appliances	10.3	\$331
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	25.9	\$923

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

#### **Home Feature Summary:**



Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES 5908 Triangle Drive

Rating Provider: Southern Energy Management 5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM



HERS' Index

130

120

100

90

60 50

Existing

Reference

Zero Energy

D2013 RESNET

More Energy

This Home

**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: dxm6lZGv

# **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204 **Builder:** 

#### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.1	\$288
Cooling	2.0	\$67
Hot Water	5.9	\$189
Lights/Appliances	11.7	\$377
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	28.7	\$1,012

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

#### **Home Feature Summary:**



Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES 5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM



HERS' Index

130

120

100

90

50

Existing

Reference

Zero Energy

D2013 RESNET

More Energy

This Home

**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: Lz1M6o92

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

**Builder:** 

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.6	\$273
Cooling	3.8	\$125
Hot Water	5.9	\$189
Lights/Appliances	11.8	\$379
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	30.0	\$1,056

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

#### **Home Feature Summary:**



Conditioned Floor Area: 1.015 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

> Above Grade Walls: Attic, R-38 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: Framed Floor: R-11

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

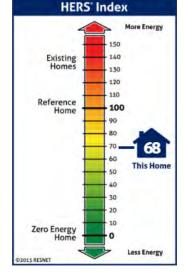
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330







**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: vg0m4Kx2

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

**Builder:** 

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	11.8	\$372
Cooling	1.6	\$52
Hot Water	6.5	\$209
Lights/Appliances	11.8	\$378
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	31.7	\$1,102

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

#### **Home Feature Summary:**



Community: Barcroft Conditioned Floor Area: 1.046 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

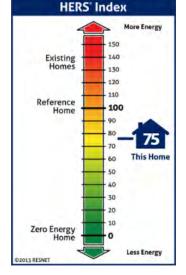
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330







**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: 25Y16kx2

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

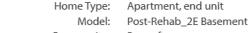
Arlington, VA 22204 **Builder:** 

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.6	\$335
Cooling	1.3	\$42
Hot Water	6.4	\$204
Lights/Appliances	12.0	\$386
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	30.3	\$1,058

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

#### **Home Feature Summary:**



Community: Barcroft Conditioned Floor Area: 1.098 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

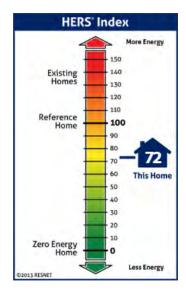
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM





**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: 2RMPmPDv

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204 **Builder:** 

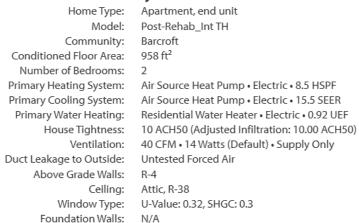
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	15.7	\$493
Cooling	2.7	\$89
Hot Water	6.1	\$194
Lights/Appliances	11.7	\$375
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	36.3	\$1,242

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

#### **Home Feature Summary:**

Framed Floor:



### Rating Completed by:

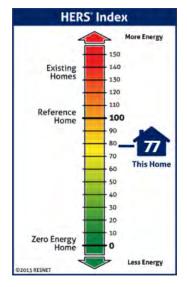
Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES 5908 Triangle Drive

Rating Provider: Southern Energy Management 5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM





Projected Report Based on Plans Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: L7aDMyOv

### **HERS® Index Score:**

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**

\$606

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

Builder:

### Your Home's Estimated Energy Use:

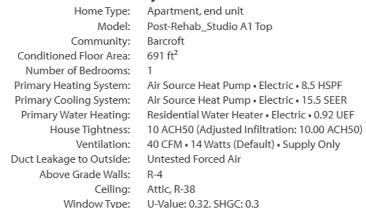
	Use [MBtu]	Annual Cost
Heating	6.7	\$217
Cooling	2.9	\$96
Hot Water	4.9	\$158
Lights/Appliances	9.5	\$309
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	24.1	\$871

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

#### **Home Feature Summary:**

Foundation Walls:

Framed Floor:



R-11

Rating Completed by:

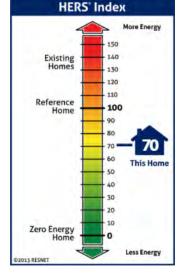
**Energy Rater:** Owen Burwell RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES 5908 Triangle Drive

**Rating Provider:** Southern Energy Management 5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM





This report does not constitute any warranty or guarantee.

**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: dNBGr98d

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

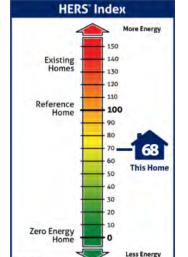
Arlington, VA 22204 **Builder:** 

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.5	\$333
Cooling	1.1	\$34
Hot Water	6.0	\$193
Lights/Appliances	12.0	\$384
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	29.5	\$1,035

This home meets or exceeds the criteria of the following:

#### **Home Feature Summary:**



Home Type: Apartment, end unit Post-Rehab 2H Basement

Community: Barcroft Conditioned Floor Area: 1.066 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 3.93 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES 5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater



D2013 RESNET

**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: Le6OM5pd

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204 **Builder:** 

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	15.4	\$480
Cooling	1.8	\$59
Hot Water	7.8	\$247
Lights/Appliances	13.8	\$440
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	38.8	\$1,317

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

#### **Home Feature Summary:**



Conditioned Floor Area: 1.323 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor: N/A

#### Rating Completed by:

Energy Rater: Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

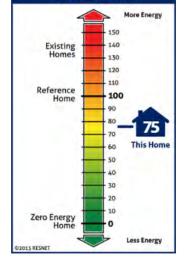
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM



HERS' Index



**Projected Report** Based on Plans

Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: d4r83Ky2

## **HERS® Index Score:**

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**

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

**Builder:** 

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.6	\$244
Cooling	1.5	\$48
Hot Water	4.9	\$159
Lights/Appliances	9.5	\$307
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	23.5	\$849

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

#### **Home Feature Summary:**



Community: Barcroft

Conditioned Floor Area: 691 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF House Tightness: 10 ACH50 (Adjusted Infiltration: 10.00 ACH50) Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls:

Adiabatic, R-11 Ceilina:

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor:

#### Rating Completed by:

Energy Rater: Owen Burwell

RESNET ID: 6409954

Rating Company: Southern Energy Management MES

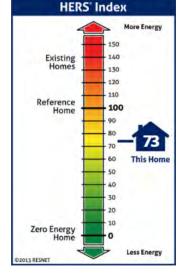
5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM





Projected Report Based on Plans Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: L9ME46zL

## **HERS® Index Score:**

**72** 

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**

\$531

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204

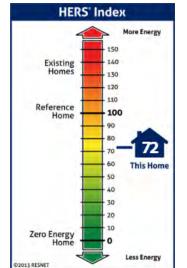
Builder:

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.8	\$188
Cooling	1.7	\$56
Hot Water	4.8	\$157
Lights/Appliances	9.8	\$317
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	22.2	\$809

This home meets or exceeds the criteria of the following:

#### **Home Feature Summary:**



Home Type: Apartment, end unit

Model: Post-Rehab\_1B Basement
Community: Barcroft

Community: Barcrof Conditioned Floor Area: 695 ft<sup>2</sup> Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System: Air Source Heat Pump • Electric • 15.5 SEER
Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF
House Tightness: Ventilation: 40 CFM • 14 Watts (Default) • Supply Only

Duct Leakage to Outside: Untested Forced Air

Above Grade Walls: R-4

Ceiling: Adiabatic, R-11

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor: N/A

#### Rating Completed by:

**Energy Rater:** Owen Burwell RESNET ID: 6409954

Rating Company: Southern Energy Management MES

5908 Triangle Drive

Rating Provider: Southern Energy Management

5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM



Projected Report Based on Plans Rating Date: 2025-06-22

Registry ID:

Ekotrope ID: 26rQPAn2

## **HERS® Index Score:**

71

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

## **Annual Savings**

\$711

\*Relative to an average U.S. home

#### Home:

Arlington, VA 22204 **Builder:** 

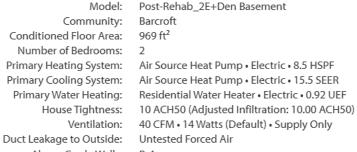
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.1	\$289
Cooling	1.6	\$51
Hot Water	6.5	\$209
Lights/Appliances	11.5	\$370
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	28.6	\$1,009

This home meets or exceeds the criteria of the following:

#### **Home Feature Summary:**

Home Type:



Apartment, end unit

Above Grade Walls: R-4

Ceiling: Adiabatic, R-11

Window Type: U-Value: 0.32, SHGC: 0.3

Foundation Walls: N/A Framed Floor: N/A

#### Rating Completed by:

**Energy Rater:** Owen Burwell RESNET ID: 6409954

**Rating Company:** Southern Energy Management MES 5908 Triangle Drive

**Rating Provider:** Southern Energy Management 5908 Triangle Drive, Raleigh, NC 27617

919-836-0330

Owen Burwell, Certified Energy Rater Digitally signed: 6/24/25 at 11:20 AM



HERS' Index

130

120

100

90

50

Existing

Reference

Zero Energy

D2013 RESNET

More Energy

This Home

## Tab G:

Zoning Certification Letter (MANDATORY)



### **Zoning Certification**

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

#### **General Instructions:**

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

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

taxcreditapps@virginiahousing.com

## **Zoning Certification**

DATE:	June 26, 2025						
TO:	Virginia Housing						
	601 South Belvidere	Street					
	Richmond, VA 2322	.0					
RE:	ZONING CERTIFICAT	ION					
	Name of Developme	ent:	Barcrof	t Apartments -	Bravo 5		_
	Name of Owner/Ap	plicant:	1201 S	Thomas Stree	et Owner,	LLC	_
	Name of Seller/Curr	ent Owner:	1130 S	George Mas	on Dr Re	s Owner, LLC	_
propose site of t	ed Development (moi the Development. It i	e fully describ s understood	oed below). <sup>·</sup> that this lett	This certification er will be used by	is rendered / the Virgini	letter regarding the zo solely to confirm prop a Housing Developme c Qualified Allocation F	er zoning for the nt Authority solely
DEVELO	DPMENT DESCRIPTION	N:					
Develo	pment Address:						
1201	S Thomas Street	, Arlington,	Virginia 2	2204			
	escription: ne attached legal des	scription					
Propos	ed Improvements:						
N	lew Construction:	# Units		_ # Buildings		Total Floor Area	
А	daptive Reuse	# Units		# Buildings		Total Floor Area	
R	ehabilitation:	# Units	75	# Buildings	2	Total Floor Area	71,350

#### Zoning Certification, cont'd

Current Zoning: RA 14-20	allowing a density of 24units pe
acre, and the following other applicable conditions: Parcel is 2.93949 acre	s max units 70
Other Descriptive Information:	
This project is subject to a USE PERMIT #FBCN25-00003, approved Ju	une 14, 2025 by the
County Board of Arlington County. This USE PERMIT allows for the mo	odification of zoning requirements
listed in RA 14-26	

#### **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.

 $\checkmark$ 

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.



Franklin E. Jenkins, LS, PE

Signature

Franklin E. Jenkins, LS

Printed Name

Vice President/ Associate Member VIKA Virginia, LLC

Title of Local Official or Civil Engineer

(703) 442-7800

Phone

June 27, 2025

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)

## Tab I:

# Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

This deal does not require information behind this tab.

## Tab J:

Relocation Plan and Unit Delivery Schedule (MANDATORY-Rehab)

## Tab K:

Documentation of Development Location:

This deal does not require information behind this tab.

## Tab K.1

**Revitalization Area Certification** 



#### Revitalization Area

#### **General Instructions**

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

#### **Designation**

To qualify for revitalization area points, select <u>one</u> of the following (and provide adequate documentation):

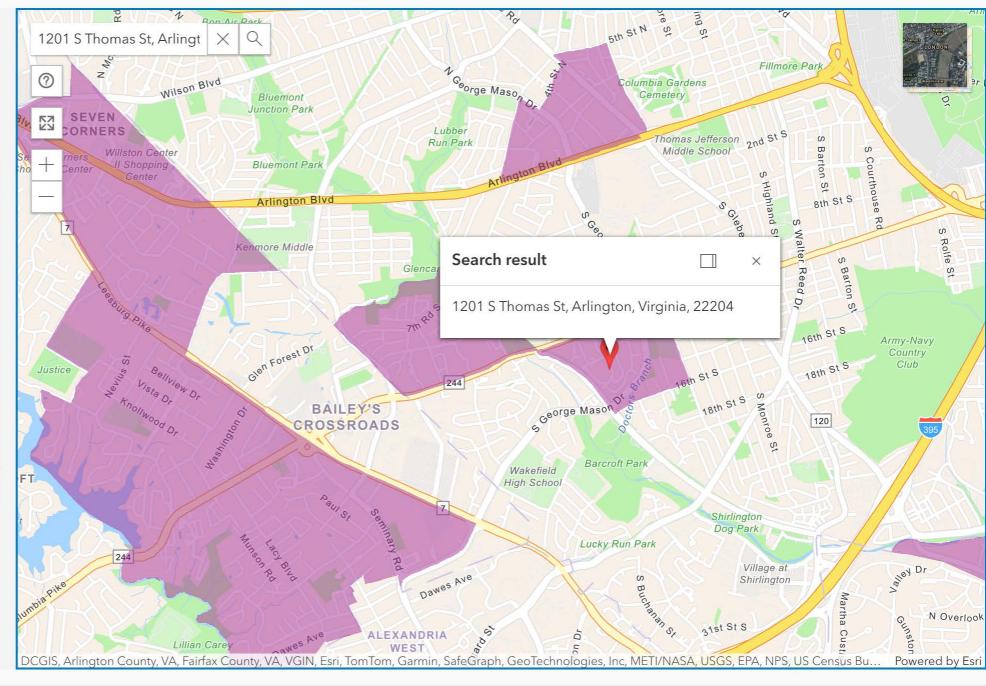
- 1. The development is located in a Qualified Census Tract, as defined by HUD.
- 2. The development is located in a census tract wherein 70% or more of the families have incomes which are ≤ 80% statewide median income. NOTE: these census tracts are included in the definition of targeted area for single-family lending purpose, but do not include ACEDS.
- 3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation <u>must</u> show area boundaries and support that the development lies within those boundaries.
- 4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation <u>must</u> include a copy of the ordinance with support that the development lies within the Rehabilitation Zone.
- 5. The development is located in a defined revitalization area. Documentation <u>must</u> include a resolution from the locality supporting the development's s location within the revitalization area. See language below.

The above-referenced development is located in a Revitalization Area in the
Town/City/County of, Virginia. The revitalization area is (i) either (1)
blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason
that the buildings, improvements or other facilities in such area are subject to one of
more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate
ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty of
otherwise inadequate design, quality or condition, or (2) the industrial, commercial of
other economic development of such area will benefit the city or county but such area
lacks the housing needed to induce manufacturing, industrial, commercia
governmental, educational, entertainment, community development, healthcare of
nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private
enterprise and investment are not reasonably expected, without assistance, to produce
the construction or rehabilitation of decent, safe and sanitary housing and supporting
facilities that will meet the needs of low and moderate income persons and families in
such area and will induce other persons and families to live within such area and thereb
create a desirable economic mix of residents in such area.

Delete the language that does not apply, (i)(1) or (i)(2) above.

## Current zoom: 13 Select Year: 0 2024 Select Layer(s): FMR Outlines (Zoom 4+) Difficult Development Areas (Zoom 7+) Non-Metro Difficult Development Areas Small Difficult Development Areas Color QCT Qualified Tracts (Zoom

Tracts Outline (Zoom 11+)



## 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 <a href="mailto:taxcreditapps@virginiahousing.com">taxcreditapps@virginiahousing.com</a> .
Date:	June 27, 2025
то:	Virginia Housing
	601 South Belvidere Street
	Richmond, Virginia 23220 2025 Tax Credit Reservation Request
	Name of Development Barcroft Apartments - Bravo 5
	Name of Owner1201 S Thomas Street Owner, LLC
RE:	
Ladies a	nd Gentlemen:
	er is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under 42 of the Internal Revenue Code of 1986, as amended.
	pon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street ry entrance to the property is within:
	2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway
	station; OR
<b>√</b>	1,320 feet or ¼ mile of the nearest access point to an existing public bus stop or a public bus stop to be
	built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed
	proffers with this form.
	AMERICA DE LA CONTRACTOR DE LA CONTRACTO
Firm N	
Бу	-RANKLIN E. JENKINS. LS Lic No. 2061
Its	DIRECTOR OF LAND SURVEYING 06/27/2025

## Tab L:

PHA / Section 8 Notification Letter



#### **PHA or Section 8 Notification Letter**

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

#### **General Instructions**

- 1. Because of conflic ng program requirements regarding wai ng list procedures, this le er is not applicable to those developments that have 100% project-based Sec on 8 or project-based vouchers.
- 2. This PHA or Sec on 8 No fica on le er (or proof of delivery to the correct PHA/Sec on 8 Administrator) must be included with the applica on.
- 3. 'Development Address' should correspond to the applica on.
- 4. 'Proposed Improvements' should correspond with the applica on.
- 5. 'Proposed Rents' should correspond with the applica on.
- 6. 'Other Descrip ve Informa on' should correspond with informa on in the applica on.

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

#### **PHA or Section 8 Notification Letter**

Date:					
То:	<del></del>				<del></del>
Re:	Proposed Affordable Housing Development				
	Name of Developmen	t:			
	Name of Owner:				
your juri We expe local PHA The follo	sdic on. We are in the proect to make a representa	ocess of applying on in that applica Units are expecte).  n of the propose	for federal lands on that we seed to be considered development	ow-income housing tax creates will give leasing preference appleted and available for o	
Propose	d improvements:				
	New Construc on:	# Units		# Buildings	
	Adap ve Reuse	# Units		# Buildings	
	Rehabilita on:	# Units		# Buildings	
Propose	d Rents:				
	Efficiencies:	\$	/ month		
	1 Bedroom Units:	\$	/ month		
	2 Bedroom Units:	\$	/ month		
	3 Bedroom Units:	\$	/ month		
	4 Bedroom Units:	\$	/ month		

Other Descriptive Information:					
PHA or Section 8 Notification Letter					
We Appreciate your assistance with iden fying qualified tenants.					
If you have any ques ons about the proposed development, please call me at					
Please acknowledge receipt of this le er by signing below and returning it to me.					
Sincerely yours.					
Name					
Title					
To be completed by the Local Housing Authority or Sec 8 Administrator:					
Seen and acknowledged by:					
Printed Name:					
Title:					
Phone:					
Date:					

# Tab M:

**Intentionally Blank** 

This deal does not require information behind this tab.

# Tab N:

Homeownership Plan

This deal does not require information behind this tab.

## Tab O:

Plan of Development Certification Letter

This deal does not require information behind this tab.

## Tab P:

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

This deal does not require information behind this tab.

# Tab Q:

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

This deal does not require information behind this tab.

### Tab R:

Documentation of Utility Allowance calculation

## Tab S:

Supportive House Mandatory Certification and Documentation

This deal does not require information behind this tab.

## Tab T:

**Funding Documentation** 

This deal does not require information behind this tab.

### Tab U:

Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing



# Virginia Housing Free Housing Education Acknowledgement

		, have re	ad, under	stand, and	acknowledg	e, I have
been presented inform			-	-	_	
I understand that it www.virginiahousing.c	•	nsibility to	review t	the website	link provid	ded here
By signing below, I a contained this form.	cknowledge tha	at I have re	ead, and ι	understand th	he terms of	all items
Resident Name:						
Resident Signature:						
Date:						

## Tab V:

Nonprofit or LHA Purchase Option or Right of First Refusal This deal does not require information behind this tab.

### Tab W:

Internet Safety Plan and Resident Information Form

# The Apartment Internet Guidelines Acknowledgement

Barcroft Apartments – Internet Guideline Manu	, have read, understand, acknowledge and agree to be ommendations, guidelines, terms, and conditions outlined in Bravo 5 Internet Guidelines Manual (provided to Resident). The ual outlines and summarizes the proper use and safety guidelines when ces provided at Barcroft Apartments – Bravo 5 common areas.
me and my guests in t – Bravo 5. I also under guests' behavior, and	ernet Guideline Manual and handbook contains information that will assist the proper use of the internet made available by Barcroft Apartments restand that I will be held accountable for my behavior, as well as for my me be subject to legal and/or financial consequences related to any the Internet Guideline Manual.
	nowledge that I have read, agree to, and understand the terms of all items partments – Bravo 5's Internet Guideline Manual.
Resident Name: _	
Resident Signature: _	
Date:	

## BARCROFT APARTMENTS – BRAVO 5 INTERNET SECURITY PLAN

The internet service at Barcroft Apartments – Bravo 5 will have a rotating password that is only accessible to residents. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

At move-in, we will provide Tenants with the attached security and safety information and guidelines and will ask Tenants to sign an Acknowledgement of Responsibilities statement to ensure that they are educated in the internet safety and security guidelines.





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



## 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.





#### **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.

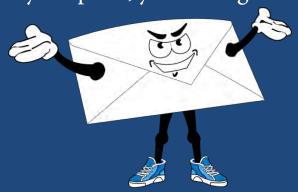
A great tool online that creates kid friendly passwords is the website,

# Spam (5)

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 is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

#### Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisments, 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.

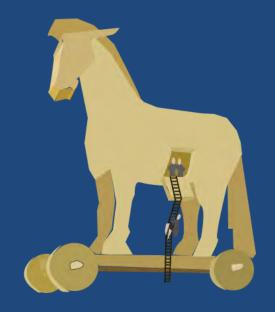


### Trojan Horse

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.

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.



#### 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.





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.

#### 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.



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others.

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.

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.



# 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.

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,

# 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 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 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.



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 seminude 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.
- The Attorney General's Virginia Rules website is designed to give Virginia Youth
  information on all the laws in the state.
   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



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

This deal does not require information behind this tab.

## Tab Y:

Inducement Resolution for Tax Exempt Bonds

#### RESOLUTION OF OFFICIAL INTENT OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF ARLINGTON COUNTY, VIRGINIA IN CONNECTION WITH THE EXPECTED ISSUANCE AND SALE OF REVENUE BONDS FOR BARCROFT APARTMENTS

WHEREAS, the Industrial Development Authority of Arlington County, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia, established pursuant to the Industrial Development and Revenue Bond Act, Title 15.2, Chapter 49, Code of Virginia of 1950, as amended (the "Act"), and is authorized thereby to issue its revenue bonds from time to time to carry out any of its powers within the meaning of the Act; and

WHEREAS, pursuant to and in accordance with the Act, the Authority currently reasonably expects to issue and sell its revenue bonds, in one or more series, at one time or from time to time, in an aggregate principal amount currently not expected to exceed \$275,000,000 (the "Revenue Bonds"); and

WHEREAS, if issued, the proceeds of the Revenue Bonds are currently expected to be used to finance or refinance certain costs associated with the acquisition, rehabilitation and/or equipping of affordable residential rental apartments consisting of approximately 1,334 units in approximately 50 buildings in 9 sections of an existing residential rental development currently known as Barcroft Apartments and located at 1130 S. George Mason Drive in Arlington County, Virginia (the "County"), in one or more redevelopment phases (each, a "Project" and together, the "Projects"); and

WHEREAS, the Projects are currently expected to be owned by one or more affiliates of LDP Holdings LLC (d/b/a Jair Lynch Real Estate Partners) (each, an "Owner" and together, the "Owners").

NOW, THEREFORE, IT IS RESOLVED AND DECLARED by the Authority that:

- 1. If issued, the issuance and sale of the Revenue Bonds will serve a valid public purpose under the Act by promoting safe and affordable housing in the Commonwealth of Virginia (the "Commonwealth") and thereby benefiting the safety, health, welfare and prosperity of the inhabitants of the Commonwealth.
- 2. If issued, the Revenue Bonds will be limited obligations of the Authority and payable only from the revenues and security pledged therefor by or on behalf of the Projects and the Owners pursuant to one or more trust indentures or other agreements pursuant to which the Revenue Bonds may be issued. As required by the Act, the Revenue Bonds shall not be a debt of the County or the Commonwealth or any other political subdivision thereof and neither the County nor the Commonwealth nor any other political subdivision thereof will be liable thereon, nor in any event shall the Revenue Bonds be payable out of any funds other than those received by the Authority from the Owners, the Projects or other revenues or security pledged therefor. The Revenue Bonds

shall not constitute an indebtedness of the Authority within the meaning of any constitutional or statutory debt limitation or restriction. Neither the faith and credit nor the taxing power of the County, the Commonwealth nor any other political subdivision thereof will be pledged to the payment of the principal of the Revenue Bonds or the interest thereon or any other costs incident thereto. The Authority has no taxing power. All fees, costs and expenses (including, but not limited to, the Authority's administrative fees and expenses and the fees and expenses of the Authority's bond counsel) associated with the Revenue Bonds shall be payable by the Owners and/or the revenues of the Projects and the Authority shall have no liability therefor. The Owners shall indemnify and hold the Authority harmless for all costs and claims associated with the Revenue Bonds. No director of the Authority nor any person executing the Revenue Bonds shall be personally liable thereon.

- By this Resolution, the Authority declares its official intent for purposes of 3. Treasury Regulation Sections 1.150-2(d) and (e) that, pending any issuance of the Revenue Bonds, the Owners may and are reasonably expected to pay or finance certain capital and other expenditures of the Projects with their own funds or other funds, which expenditures may and are reasonably expected to be reimbursed with the proceeds of the Revenue Bonds, provided that: (a) the Revenue Bonds shall not be used to reimburse any expenditure paid more than 60 days prior to the date hereof; and (b) no reimbursement shall be made more than 18 months after the later of: (i) the date the expenditure is paid: or (ii) the date the applicable Project rehabilitations are placed in service (subject to the 3 year limitation or the 5 year limitation described in such Section 1.150-2(d), as may be applicable); except that the foregoing requirements of this paragraph 3 shall not apply to any qualified "preliminary expenditures", as permitted by Treasury Regulation Section 1.150-2(f), any allocations to pay principal or interest on a prior obligation or to reimburse an expenditure paid by a prior obligation, as permitted by Treasury Regulation Section 1.150-2(g), or any other expenditure or allocation permitted by applicable federal tax law.
  - 4. This Resolution shall take effect immediately upon its adoption.
- 5. This Resolution declares the Authority's current reasonable expectations with respect to the Owners' reimbursement of Project expenditures from the proceeds of the Revenue Bonds, but does not constitute a binding obligation or commitment by the Authority to actually issue the Revenue Bonds. Any issuance of the Revenue Bonds will be subject to a number of conditions precedent, including, but not limited to, receipt, review and approval by the Authority, its staff and its bond counsel of one or more complete revenue bond applications and confirmation of all required governmental approvals (following public notice and/or hearings, as applicable) of the Authority, the County and—with respect to volume cap allocations for the Revenue Bonds—the Commonwealth.

#### **CERTIFICATE**

The undersigned counsel to the Authority hereby certifies that the foregoing is a true, correct and complete copy of a resolution and declaration duly adopted by a majority of the directors of the Authority present and voting at a meeting duly called and held on February 17, 2022, at which meeting a quorum of directors was present, and that such resolution and declaration has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand as of February 17, 2022.

Michael W. Graff, Jr., Counsel to the

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Authority

#### DECLARATION OF OFFICIAL INTENT

WHEREAS, the Virginia Housing Development Authority (hereinafter referred to as the "Authority") is authorized, under the provisions of the Virginia Housing Development Authority Act, being Chapter 1.2 of Title 36 of the Code of Virginia of 1950, as amended, (hereinafter referred to as the "Act") and the rules and regulations (the "Rules and Regulations") promulgated pursuant thereto, to issue bonds for the purpose of financing the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of multi-family residential rental property intended for occupancy by persons and families of low and moderate income;

WHEREAS, a request has been submitted to the Authority for multiple mortgage loans to be financed with proceeds of multiple Virginia Housing tax-exempt bond issues, in the approximate aggregate amount of Two Hundred Seventy Five Million Dollars (\$275,000,000) for the financing of the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of multiple multi-family residential rental housing developments (the "Developments") which are intended for occupancy by persons and families of low and moderate income, such Developments being presently identified as multiple structures existing or to be built at 1130 South George Mason Drive in Arlington County, Virginia, and including, but not necessarily limited to, the property described in (a) Arlington County Real Property Code Numbers 27-002-001, 27-002-004, 27-002-005, 27-002-010, 27-002-006, 27-003-001, 27-004-003, 27-007-077, (b) the attached Exhibit A, and (c) the deed listing 1130 S. GEORGE MASON DR RES OWNER, LLC, a Delaware limited liability company, as Grantee, recorded in the Clerk's Office of Arlington County Circuit Court, as Instrument Number 20220100000183 on January 3, 2022;

WHEREAS, based upon the Authority's review of such request, the Authority has a reasonable expectation that it will reimburse certain capital expenditures for the Developments with proceeds of tax-exempt bonds to be issued by the Authority to finance the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of the Developments;

WHEREAS, Treasury Regulation 1.150-2 requires that, in order for proceeds of tax-exempt bonds to be used to reimburse certain capital expenditures for the Developments, such expenditures must, among other things, have been made pursuant to a Declaration of Official Intent to reimburse such expenditures that is adopted within 60 days of such expenditures; and

WHEREAS, the Chief Executive Officer has been authorized by the Commissioners of the Authority, pursuant to the resolution "Resolution Authorizing Chief Executive Officer to Approve Mortgage Loans and to Authorize the Issuance of Multi-Family Mortgage Loan Commitments" dated December 3, 2008, to express the intent of the Authority to reimburse certain capital expenditures for the Developments with proceeds of multiple issues of tax-exempt bonds expected to be issued by the Authority.

NOW, THEREFORE, the Chief Executive Officer of the Authority does hereby declare as follows:

- 1. The Authority hereby expresses its intent to reimburse certain capital expenditures for the Developments paid no earlier than 60 days prior to the date hereof with proceeds of multiple issues of tax-exempt bonds expected to be issued by the Authority to finance the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of the Developments, subject to compliance with all applicable provisions of the Act and Rules and Regulations, including without limitation all loan underwriting criteria and requirements, and all applicable provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and subject to issuance of such bonds on such terms and conditions as shall be acceptable to the Authority.
- 2. The Authority expects to issue tax-exempt bonds in an amount not to exceed Three Hundred Thirty Million Dollars (\$330,000,000) for the purpose of providing funds to finance the construction and ownership or acquisition, rehabilitation and ownership, as applicable, of the Developments subject to acceptance by all parties of the terms, conditions, costs, fees, agreements and bond resolutions involved in the issuance of the bonds and the financing of the Developments and all other agreements pertinent thereto.
- 3. This Declaration is intended to be the Declaration of Official Intent of the Authority regarding the expenditures for the Developments, pursuant to Treasury Regulation 1.150-2.
  - 4. This Declaration shall become effective immediately.

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

Its: Chief Executive Officer

Date: February 28, 2022

#### **EXHIBIT A**

All of those certain lots or parcels of real property, situate, lying and being in the County of Arlington, Commonwealth of Virginia, more particularly described as follows:

#### PARCEL ONE

BEGINNING at a point in the new South line of Columbia Pike as the same has been established by the Virginia State Highway Department, which point is the Northeast corner of the Nelson tract and the northwest corner of the Palmer tract, which point of beginning is S. 21° 55′ 50″ E. 27.40 feet from the original northeast corner of the Nelson tract and the original northwest corner of the old Palmer tract; thence with the line common to the said tract S. 21° 55′ 50″ E. 1298 feet to a point; thence running through the Nelson tract the following courses and distances S. 68° 04′ 10″ W. 318 feet; N. 79° 29′ 05″ W. 315.13 feet, N. 38° 16′ 40″ W. 743 feet; N. 21° 55′ 50″ W. 447 feet to a point in the aforesaid new South line of Columbia Pike; thence with said road line N. 73° 14′ 10″ E. 228 feet to a point; thence continued with said road line N. 69° 14′ E. 499.65 feet to a point; thence still with said road line N. 68° 22′ 30″ E. 66.44 feet to the point of beginning, containing 20.763 acres.

LESS AND EXCEPT right of way dedicated for public streets and easements by Deed of Dedication dated August 2, 1945, recorded in Deed Book 680 at Page 361 among the Land Records of Arlington County, Virginia.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Associates, in two parcels, is as follows:

DESCRIPTION OF
A PORTION OF
BARCROFT ASSOCIATES, LIMITED PARTNERSHIP
(PART ONE)
DEED BOOK 1774, PAGE 113
ARLINGTON COUNTY, VIRGINIA

Being a portion of the property acquired by Barcroft Associates, Limited Partnership by deed recorded in Deed Book 1774, at Page 113, among the Land Records of Arlington County,

Virginia and being more particularly described as follows:

Beginning for the same at a point on the easterly right-of-way line of South Wakefield Street, (50 feet right-of-way) recorded in Deed Book 680, at Page 361, among the aforementioned Land Records, said point also being the easterly most corner of the property of Barcroft Number Two (Part 2) as recorded in Deed Book 2253, at Page 257, among the aforementioned Land Records; thence running with the said easterly right-of-way line of South Thomas Street the following two (2) courses and distances

1. North 04° 32' 37" East, 2.76 feet to a point of curvature (tangent); thence

 29.60 feet along the arc of curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 38° 27' 37" East, 27.90 feet to the point of tangency on the southerly right-of-way line of Columbia Pike, Route 244 (right-of-way varies); thence running with the southerly right-ofway line

of Columbia Pike the following two (2) courses and distances
3. North 72° 22' 37" East, 202.20 feet to a point, thence

4. North 68° 22' 27" East, 353.02 feet to a point of curvature (tangent), said point also being the intersection of the westerly right-of-way line of South Thomas Street (50 feet right-of-way), recorded in Deed Book 680, at Page 361, among the aforesaid Land Records; thence departing the said southerly right-of-way line of Columbia Pike and running with the said westerly right-of-way

line of South Thomas Street, the following nine (9) courses and distances

5. 61.43 feet along the arc of a curve to the right having a radius of 25.00 feet having a chord bearing and distance of South 41° 14' 13" East, 47.10 feet to a point of tangency; thence

6. South 29° 09' 07" West, 116.96 feet to a point of curvature (tangent); thence

 509.64 feet along the arc of a curve to the left having a radius of 332.12 feet and a chord bearing of South 14° 48' 28" East, 461.09 feet to a point of reverse curvature; thence

8. 134.26 feet along the arc of a curve to the right having a radius of 278.72 feet and a chord bearing and distance of South 44° 58' 03" East, 132.96 feet to a point of tangency; thence

9. South 31° 10' 03" east, 155.06 feet to a point curvature (tangent); thence

10. 124.08 feet along the arc of a curve to the right having a radius of 573.06 feet and a chord bearing and distance of South 24° 57' 53" East, 123.84 feet to a point of tangency; thence

11. South 18° 45' 43" East, 73.60 feet to a point of curvature (tangent); thence

- 12. 118.92 feet along the arc of a curve to the right having a radius of 169.32 feet and a chord bearing and distance of South 01° 21' 32" West, 116.49 feet to a point of compound curvature; thence
- 13. 125.63 feet along the arc of a curve to the right having a radius of 513.70 feet and a chord bearing and distance of South 28° 29' 10" West, 125.32 feet to a point (non-tangent), said point being the southeasterly most corner of the property of Barcroft Number Five, Incorporated (Part One), as recorded in Deed Book 688 at Page 43, among the aforementioned Land Records; thence running with the easterly line of Barcroft Number Five, Incorporated property and continuing with the easterly line of the aforementioned Barcroft Number Two (Part 2) property the following three (3) courses and distances

14. North 80° 20' 38" West, 185.56 feet to a point; thence

15. North 39° 08' 13" West, 743.00 feet, passing a common point between the aforesaid Barcroft Number Five, Incorporated (Part One) property and the Barcroft Number Two (Part 2) property at a distance of 474.56 feet, to a point; thence

16. North 22° 47' 23" West, 428.79 feet to the point of beginning and containing 475,426 square feet or 10.91428 acres of land more or less

AND

# DESCRIPTION OF A PORTION OF BARCROFT ASSOCIATES, LIMITED PARTNERSHIP (PART TWO) DEED BOOK 1774 PAGE 113 ARLINGTON COUNTY, VIRGINIA

Being a portion of the property acquired by Barcroft Associates, Limited Partnership by deed recorded in Deed Book 1774, at Page 113, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point on the southerly right-of-way line of Columbia Pike, Route 244 (right-of-way varies), said point also lying on the Westerly line of part of the original property of Estler M. Palmer as recorded in Deed Book 165, at Page 40, among the aforementioned Land Records; thence running with the said property line of the Estler M. Palmer the following two (2) courses and distances

1. South 22° 45' 50" East, 274.26 feet to an iron pipe found; thence

2. North 67° 42′ 58″ East, 1.33 feet to a point, said point being the northwesterly most corner of the property of Barcroft Number Six, Limited Partnership as acquired by deed record in Deed Book 2253, at Page 245 among the aforementioned Land Records; thence running with the said westerly line of Barcroft Number Six and continuing with the westerly line of Barcroft Number Seven, Limited Partnership as acquired by deed recorded in Deed Book 2253, at Page 241, among the aforementioned Land Records, the following course and distance.

3. South 22° 47′ 23" East, 1,023.73 feet, passing the southwesterly most corner of the aforesaid Barcroft Number Six property at a distance of 383.49 feet and continuing 640.24 feet with the said westerly line of Barcroft Number 7 to a point, said point being the northeasterly most corner of the Barcroft Number Three, Limited Partnership as acquired in Deed Book 2253, at Page 253 among

the aforementioned Land Records; thence running with the northerly line of the said Barcroft Number Three property (Part One) the following two (2) courses and distances.

4. South 67° 12' 37" West, 318.00 feet to a point; thence

5. North 80° 20′ 38" West, 74.61 feet to a point of curvature (non-tangent) on the southerly right-of-way line of South Thomas Street (50 foot right-of-way), as recorded in Deed Book 680, at Page 361, among the aforementioned Land Records; thence running with the said southerly and easterly right-of-way line of South Thomas Street the following nine (9) courses and distances.

6. 113.89 feet along the arc of a curve to the left having a radius of 563.70 feet and a chord bearing and distance of North 27° 16' 04" East, 113.70 feet to a point of compound curvature; thence.

 154.04 feet along the arc of a curve to the left having a radius of 219.32 feet and a chord bearing and distance of North 01° 21' 32" East, 150.89 feet to a point of tangency; thence

8. North 18° 45' 43" West, 73.60 feet to a point of curvature (tangent); thence

9. 134.91 feet along the arc of a curve to the left having a radius of 623.06 feet and a chord bearing and distance of North 24° 57' 53" West, 134.64 feet to a point of tangency; thence.

10. North 31° 10' 03" West, 155.06 feet to a point of curvature (tangent); thence.

- 11. 158.34 feet along the arc of a curve to the left having a radius of 328.72 feet and a chord bearing and distance of North 44° 58' 03" West, 156.82 feet to a point of reverse curvature; thence.
- 12. 432.91 feet along the arc of a curve to the right having a radius of 282.12 feet and a chord bearing and distance of North 14° 48' 28" West, 391.67 feet to a point of tangency; thence.

13. North 29° 09' 07" East, 239.74 feet to a point of curvature (tangent); thence.

14. 16.74 feet along the arc of a curve to the right having a radius of 25.00 feet and chord bearing and distance of North 48° 20' 02" East, 16.43 feet to a point of tangency, said point being the intersection of the said easterly right-of-way line of South Thomas Street and the aforementioned southerly right-of-way line of Columbia Pike; thence running with the said southerly right-of-way line of Columbia Pike the following course and distance.

15. North 67° 30' 57" East, 53.88 feet to the point of beginning and containing 355,080 square feet or

8.15152 acres of land more or less.

AND BEING the same property conveyed by Thomas N. DeLashmutt and Eugene Reed Delashmutt to Barcroft, Incorporated, a Virginia corporation, by Deed dated October 23, 1941, recorded in Deed Book 559 at Page 24, and conveyed by Barcroft, Incorporated, a Virginia corporation, to Barcroft Associates, a Limited Partnership, by Deed dated December 31, 1971, recorded in Deed Book 1774 at Page 113, among the Land Records of Arlington County, Virginia.

. Arlington County RPC: 27-002-001 (Taxed as "Columbia Pike 19.02 AC

830831 SQ FT)

#### **PARCEL TWO**

BEGINNING at a point in the new southerly line of Columbia Pike as same has been established by the Virginia State Highway Dept., said point being the northwest corner of a tract of 20.763 acres which was conveyed to Barcroft, Incorporated by Thomas N. DeLashmutt and wife by deed dated October 23, 1941, recorded among the land records of Arlington County, Virginia in Deed Book 559 at Page 24; thence departing from said road line and running with the westerly line of Barcroft, Incorporated S. 21° 55′ 50″ E. 447.00 ft. to a point; thence continuing with a portion of the westerly line of Barcroft, Incorporated S. 38° 16′ 40″ E. 268.44 ft. to a point; thence departing from said westerly line and running S. 51° 43′ 20″ W. 210.55 ft. to a point in the northeasterly line of the Washington and Old Dominion Railroad; thence in a northwesterly direction with said Railroad line 697.32 ft. on the arc of a curve to the left, said curve having a radius of 2511.7 ft. and the chord of which arc bears N. 60° 01′ 45″ W. 695.07 ft. to a point, thence departing from said Railroad line and running N. 22° 01′ 03″ E. 199.21 ft. and N. 20° 11′ 40″ W. 80.74 ft. to a point in the aforesaid new southerly line of Columbia Pike; thence with said road line N. 81° 49′ 00″ E. 87.86 ft.; N. 65° 09′ 15″ E. 307.35 ft.; and N. 73° 14′ 10″ E. 22.45 ft. to the point of beginning, containing 6.468 acres of land, more or less.

LESS AND EXCEPT right of way dedicated for public streets and easements by Deed of Dedication dated August 2, 1945, recorded in Deed Book 680 at Page 361.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 2, Limited Partnership, in two parcels, is as follows:

DESCRIPTION OF
A PORTION OF
BARCROFT NUMBER 2, LIMITED PARTNERSHIP
(PART 1)
DEED BOOK 2253 PAGE 257
ARLINGTON COUNTY, VA

Being a portion of Barcroft Number Two, Limited Partnership as acquired by Deed recorded in Deed Book 2253 at Page 257, among the Land Records of Arlington County, Virginia and being

more particularly described as follows:

Beginning for the same at a point lying on the southerly right-of-way line of Columbia Pike, Route 244, (variable width right-of-way) said point marking the intersection of the said southerly right-of-way of Columbia Pike with the westerly right-of-way line of South Wakefield Street, (fifty feet right-of-way), recorded in Deed Book 680 at Page 361, among the Land Records of Arlington County, Virginia; thence departing the said southerly right-of-way line of Columbia Pike and running with the aforesaid westerly right-of-way of South Wakefield Street the following six (6) courses and distances.

1) 52.47 feet among the arc of a curve to the right having a radius of 25.00 feed and a chord bearing and distance of South 55° 34' 51" East, 43.36 feet to a point of tangency; thence

2) South of 04° 32' 37" West, 107.75 feet, to a point of curvature, (tangent); thence

- 3) 70.79 feet along the arc of a curve to the left having a radius of 148.38 feet and a chord bearing and distance of South 09° 07' 23" East, 70.12 feet to a point of reverse curvature, thence
- 4) 82.52 feet along the arc of a curve to the right having a radius 141.13 feet and a chord bearing and distance of South 06° 02' 23" East, 81.35 feet to a point of tangency; thence

5) South 10° 42' 37" West, 177.69 feet to a point of curvature (tangent); thence

6) 47.11 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of South 64° 41' 48" West, 40.44 feet to a point of reverse curvature on the easterly right-of-way line of South Four Mile Run Drive, (variable with right-of-way) recorded in Deed 680 at Page 361, among the aforementioned Land Records of Arlington County, Virginia; thence departing the aforesaid westerly right-of-way line of South Wakefield Drive and running with the said easterly right-of-way line of South Four Mile Run Drive the following course and distance

7) 336.43 feet along the arc of a curve to the left having a radius of 2,561.70 feet and a chord baring and distance of North 65° 04' 46" West, 336.19 feet to a point (non-tangent), said point being the southwesterly most corner of the property of Barcroft Number Five, Incorporated (Part Two) as recorded in Deed Book 705 at Page 456, among the aforementioned Land Records of Arlington County, Virginia; thence departing the said easterly right-of-way line of South Four Mile Drive and running with the southerly and easterly line of aforesaid Barcroft Number Five, Incorporated (Part Two) property the following two (2) courses and distances

8) North 21° 09' 32" East, 149.21 feet to a point; thence

9) North 21° 03' 13" West, 80.74 feet to a point on the aforementioned southerly right-of-way of Columbia Pike; thence running with the said southerly right-of-way line of Columbia Pike the following two courses and distances

10) North 80° 57' 27" East, 87.86 feet to a point; thence North 64° 17' 42" East, 239.65 feet to the point of beginning and containing 117,501 square feet or 2.69745 acres of land more or less.

AND

# DESCRIPTION OF PORTION OF BARCROFT NUMBER 2, LIMITED PARTNERSHIP (PART 2) DEED BOOK 2253, PAGE 257 ARLINGTON COUNTY, VIRGINIA

Being a portion of the property acquired by Barcroft Number 2, Limited Partnership by deed recorded in Deed Book 2253, at Page 257, among the Land Records of Arlington County, Virginia

and being more particularly described as follows:

Beginning for the same at a point on the easterly right-of-way of South Wakefield Street, (Fifty-foot wide right-of-way), as recorded in Deed Book 680 at Page 361 all among the aforementioned Land Records of Arlington County, Virginia, said point also being the northwesterly most corner of the property of Barcroft Associates, a Limited Partnership as recorded in Deed Book 1774 at Page 113, among the aforementioned Land Records; thence running with said westerly line of the said property of Barcroft Associates the following two (2) courses and distances

1. South 22° 47' 23" East, 428.79 feet to a point; thence

South 39° 08' 13" East 268.44 feet to a point, said point being the northeasterly most corner of the property of Barcroft Number Five, Incorporated (Part One) as recorded in Deed Book 688, at Page 43, among the aforementioned Land Records, thence running with the northerly line of Barcroft Number Five, Incorporated (Part One) the following course and distance.

3. South 50° 51′ 47" West, 159.08 feet to a point of curvature (non-tangent) on the easterly right-of-way line of South Four Mile Run Drive, (variable width right-of-way) recorded in Deed Book 680 at Page 361, among the aforementioned Land Records; thence running with the said easterly right-of-

way line of South Four Mile Run Drive the following course and distance.

- 4. 282.17 feet along the arc of a curve to the left having a radius of 2,561.70 feet and a chord bearing and distance of North 55° 49' 00" West, 282.03 foot to a point of reverse curvature, said point being the intersection of the said easterly right-of-way of South Four Mile Run Drive with the aforementioned easterly right-of-way line of South Wakefield Street; thence departing the said easterly right-of-way line and running with the said easterly right-of way line of South Wakefield Street the following five (5) courses and distances.
- 5. 30.40 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 24° 07' 51" West, 28.57 feet to a point of tangency, thence.

6. North 10° 42' 37" East 212.40 Foot to a point of curvature (tangent); thence

7. 111.75 foot along the arc of a curve to the left having a radius of 191.13 feet and chord bearing and distance of North 06° 02' 23" West 110.17 feet to a point of reverse curvature; thence

8. 46.93 feet along the arc of a curve to the right having a radius 98.38 feet and a chord bearing and distance of North 09° 07' 23" West, 46.49 feet to a point of tangency; thence

9. North 04° 32' 37" East, 155.74 feet to a point of beginning and containing 100,964 Square feet or 2.31781 Acres of land more or less.

AND BEING a portion of the same property conveyed by Thomas N. DeLashmutt and Eugene Reed DeLashmutt to Barcroft Number Two, Incorporated, a Virginia corporation, by Deed dated January 4, 1943, recorded in Deed Book 604 at Page 141, and conveyed by Barcroft Number 2, Inc., a Virginia corporation, to Barcroft Number 2 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 3, 1986, recorded in Deed Book 2253 at Page 257 among the Land Records of Arlington County, Virginia.

Arlington County RPC: 27-003-001 (Taxed as "Columbia Pike 5.01 AC

218487 SQ FT)

#### PARCEL THREE

BEGINNING at a point in the northerly line of 16th St. S., (Jefferson St.), said point being in the easterly line of the Old Nelson Tract; thence with said northerly line of 16th St. S. in a southwesterly direction, 478.59 ft. on the arc of a curve to the left, said curve having a radius of 2547.9 ft . and the chord of which arc bears S. 60° 04' 50" W. 477.87 ft. to a point in the northeasterly line of the Washington and Old Dominion Railroad, thence departing from the northerly line of 16th St. S. and running with the northeasterly line of the Railroad 423.30 ft. on the arc of a curve to the right, said curve having a radius of 6333.8 ft. and the chord of which arc bears N. 38° 55' 20" W. 423.25 ft. to a point; thence continuing with said Railroad line N. 37° 32' 50" W. 222.54 ft. to a point; thence departing from said line and running through the Old Nelson Tract N. 41" 18' 30" E. 226. 20 ft. to a point; thence 58.62 ft. on the arc of a curve to the left, said curve having a radius of 536.38 ft. and the chord of which arc bears N. 38° 10' 39" E. 58.59 ft. to a point in the southerly line of Barcroft, Inc.; thence with a portion of the southerly boundary of Barcroft, Inc., S. 79° 29' 05" E. 101.98 ft. and N. 68° 04' 10" E. 318.0 ft. to a point in the easterly line of the Old Nelson Tract, said point being the southeast corner of Barcroft, Inc.; thence with a portion of the easterly line of the Old Nelson Tract S. 21° 55' 50" E. 629.02 ft. to the point of beginning, containing 8.770 acres of land, more or less.

LESS AND EXCEPT right of way dedicated for public streets and easements by Deed of Dedication dated August 2, 1945, recorded in Deed Book 680 at Page 361.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 3, Limited Partnership, in two parcels, is as follows:

#### DESCRIPTION OF BARCROFT NUMBER 3, LIMITED PARTNERSHIP (PART ONE) DEED BOOK 2253, PAGE 253 ARLINGTON COUNTY, VIRGINIA

Being portion of the property acquired by Barcroft Number 3 Limited Partnership by deed recorded in Deed Book 2253, at page 253, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point of curvature on the easterly right-of-way line of South Four Mile Run Drive, right-of-way varies, recorded in Deed Book 680, at Page 361, said point also being the intersection of the said easterly right-of-way line of South Four Mile Run Drive with the southerly right-of-way drive of South Thomas Street (50 feet right-of-way), as recorded in Deed Book 680 at page 361, all among the aforesaid Land Records of Arlington County, Virginia; thence running with the said southerly right-of-way line of South Thomas Street, the following three (3) courses and distances

- 1. 34.41 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 01°01'17" East, 31.76 feet to a point of tangency; thence
- 2. North 40°26'57" East, 159.59 feet to a point of curvature (tangent); thence
- 3. 72.74 feet along the arc of a curve to the left having a radius of 563.70 feet and a chord bearing and distance of North 36°45'09" East, 72.69 feet, to a point, said point being the southwesterly most corner of the property of Barcroft Associates a Limited Partnership (Parcel 1, Part Two) as recorded in Deed Book 1774, at Page 113, among the aforementioned Land Records; thence running with the southerly property line of Barcroft Associates, a Limited Partnership, the following two (2) courses and distances
- 4. South 80°20'38" East, 74.61 feet to a point; thence
- 5. North 67°12'37" East, 318.00 feet to a point, said point lying on the westerly line of the property of Barcroft Number 7 Limited Partnership, as conveyed by deed recorded in Deed Book 2253, at Page 241, among the aforementioned Land Records; thence running with a portion of the said

westerly property line of Barcroft Number 7 Limited Partnership and the northwesterly right-of-way line of South George Mason Drive (right-of-way varies) the following course and distance

6. South 22°47'23" East, 243.75 feet, passing the south westerly most corner of the said Barcroft Number 7 Limited Partnership property at a distance of 219,23 feet and continuing with the said northwesterly right-of-way line of South George Mason Drive a distance of 24.52 feet; thence continuing and running with the said northwesterly right-of-way of South George Mason Drive the following two (2) courses and distances

7. South 43°32'37" West, 512.56 feet to a point of curvature (tangent); thence

8. 42.32 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 87°57'50" West, 37.44 to a point of compound curvature, on the aforementioned easterly right-of-way line of South Four Mile Run Drive, said point being the intersection of the aforesaid northwesterly right-of-way line of South George Mason Drive and the said easterly right-of-way line of South Four Mile Run Drive; thence running with the said easterly right-of-way line of South Four Mile Run Drive the following two (2) courses and distances

9. 162.99 feet along the arc of a curve to the right having a radius of 8,769.18 feet and a chord bearing and distance of North 38°56'20" West, 162.99 feet to a point of tangency; thence

10. North 38°24'23" West, 186.37 feet to the point of beginning and containing 200,461 square feet or 4.60195 acres of land more or less

AND

#### DESCRIPTION OF BARCROFT NUMBER 3, LIMITED PARTNERSHIP (PART TWO) DEED BOOK 2253 AT PAGE 253 ARLINGTON COUNTY, VA

Being a portion of the property acquired by Barcroft Number 3 Limited Partnership by deed recorded in Deed Book 2253, at Page 253, among the Land Records of Arlington County, VA and

being more particularly described as follows:

Beginning for the same at a point of compound curvature on the easterly right of way line of South Four Mile Run Drive, (right of way varies), recorded in Deed Book 680, at Page 361 said point also marking the intersection of the said easterly right of way line of South Four Mile Run Drive with the southerly right of way line of South George Mason Drive (right of way varies), recorded in Deed Book 680, at Page 361, all among the aforementioned Land Record; thence running with the said southerly right of way line of South George Mason Drive the following two (2) courses and distances:

1. 36.65 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing

and distance of North 01°32'29" East, 33.46 feet to a point of tangency; thence

2. North 43°32'37" East, 485.79 feet to a point, said point being a southwesterly corner of the property of the County Board of Arlington County, Virginia, as recorded in Deed Book 773 at Page 736, among the aforementioned Land Records; thence running with the westerly line of the said property of the County Board of Arlington County, Virginia and the property of AHC Limited Partnership as recorded in Deed book 4423, at Page 1226, among the aforementioned Land Records the following course and distance

3. South 22°47'23" East, 271.08 feet to a point of curvature (non-tangent) on the northerly right of way line of 16th Street South, (right of way varies), recorded in Deed Book 680, at Page 361, among the aforementioned Land Records; thence running with the said northerly right of way line of 16th Street

South following two (2) courses and distances

4. 406.61 feet along the arc of a curve to the left having a radius of 2,552.90 feet and a chord bearing and distance of South 59°26'37" West, 406.18 feet to a point of reverse curvature; thence

5. 36.69 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 83°04'41" West, 33.4 feet to a point of compound curvature on the aforementioned easterly right of way line of South Four Mile Drive, (right of way varies), said point marking the intersection of the said northerly right of way line of 16th Street South and the said South Four Mile Run Drive; thence running with the said easterly right or way line of South Four Mile Run Drive the following courses and distances

6. 88.18 feet along the arc of a curve to the right having a radius of 8,769.18 feet and a chord bearing and distance of North 40°44'55" West, 88.18 feet to the point of beginning and containing 88,480 square feet or 2.03122 acres of land more or less

AND BEING a portion of the property conveyed by Thomas N. DeLashmutt and Eugene Reed DeLashmutt to Barcroft Number Three, Incorporated, a Virginia corporation, by Deed dated July 28, 1943, recorded in Deed Book 619 at Page 92, and conveyed by Barcroft Number 3, Inc., a Virginia corporation, to Barcroft Number 3 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 30, 1986, recorded in Deed Book 2253 at Page 253 among the Land Records of Arlington County, Virginia.

Arlington County RPC: 27-002-010 (Taxed as "Columbia Pike 6.69 AC

288934 SQ FT)

#### PARCEL FOUR

BEGINNING at the intersection of the northeasterly line of the Washington & Old Dominion railroad with the southerly line of 16th Street South (formerly Jefferson St.); thence with the southerly line of said 16th Street South, 464.82 ft. on the arc of a curve to the right, which curve has a radius of 2507.9 ft. and the chord of which arc bears N. 60° 06' 02" E. 464.17 ft. to a point; thence departing from said southerly line of said 16th Street South and running with a portion of the easterly line of the original Nelson Tract, S. 21° 46' 20" E. 937.44 ft. to the southeast corner of the said original Nelson Tract; thence with the southerly line of said Tract, S. 68° 26' 40" W. 100.23 ft. to a point in the northeasterly line of the Washington & Old Dominion Railroad; thence with said Railroad line, 942.93 ft. on the arc of a curve to the right, which curve has a radius of 10,469.0 ft. and the chord of which arc bears N. 44° 10' 44" W., 942.60 ft. to the point of beginning, containing 6.175 acres, more or less.

LESS AND EXCEPT right of way dedicated for public streets and easements by Deed of Dedication dated August 2, 1945, recorded in Deed Book 680 at Page 361.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 4, Limited Partnership is as follows:

#### DESCRIPTION OF BARCROFT NUMBER 4, LIMITED PARTNERSHIP DEED BOOK 2253, PAGE 249 ARLINGTON COUNTY, VIRGINIA

Being the property of Barcroft Number 4 Limited Partnership as acquired in Deed Book 2253, at page 249, among the Land Records of Arlington County, Virginia and being more

particularly descried as follows:

Beginning for the same at a point of compound curvature on the easterly right-of-way line of South Four Mile Run Drive, as recorded in Deed Book 680, at Page 361, (right-of-way varies), said point marking the intersection of the said easterly right-of-way line of South Four Mile Run Drive and the southerly right-of-way line of 16th Street South, (right-of-way varies) as recorded in Deed Book 680, at Page 361, all among the aforementioned Land Records; thence running with the said southerly right-of-way line of 16th Street South the following two (2) courses and distances

 42.70 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 06°14'07" East, 37.70 feet to a point of compound curvature; thence

2. 383.17 feet along the arc of a curve to the right having a radius of 2,502.90 feet and a chord bearing and distance of North 59°33'18" East, 382.80 feet to a point on the westerly line of Lot 18 of Virginia Garden Townhomes as recorded in Deed Book 2854, at Page 894 among the aforementioned Land Records; thence running with the said easterly property line of Virginia Garden Townhomes, Lot 18 thru Lot 1 and the westerly property line of Parcel 2, Virginia Gardens as recorded in Deed Book 2804, at page 1651, among the aforementioned Land Record, following course and distance

 South 22°37'53" East, 932.42 feet to a point, said point lying on the northerly line of the West Village of Shirlington Condominium, as recorded in Deed Book 4052 at Page 1736, among the aforementioned Land Records; thence running with the said northerly line of the West Village of

Shirlington Condominium the following course and distance

 South 67°35'07" West, 44.94 feet to a point of curvature (non-tangent) on the aforementioned easterly right-of-way line of South Four Mile Run Drive; thence running with the said easterly rightof-way line of South Four Mile Run Drive the following course and distance

5. 917.90 feet along the arc of a curve to the right having a radius of 10,419.00 feet and a chord bearing and distance of North 45°13'22" West, 917.60 feet to the point of beginning and containing 218,362 square feet or 5.01290 acres of land more or less AND BEING a portion of the property conveyed by Thomas N. DeLashmutt and Eugene Reed DeLashmutt to Barcroft Number Four, Incorporated, a Virginia corporation, by Deed dated November 11, 1943, recorded in Deed Book 626 at Page 520, and conveyed by Barcroft Number 4, Inc., a Virginia corporation, to Barcroft Number 4 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 30, 1986, recorded in Deed Book 2253 at Page 249 among the Land Records of Arlington County, Virginia.

Arlington County RPC: 27-007-077 (Taxed as "Columbia Pike 5.02 AC")

218359 SQ FT)

#### PARCEL FIVE

Part One:

BEGINNING at a point in the northwesterly line of South Thomas Street where the same is intersected by the southerly line of Barcroft Incorporated; thence with the northwesterly line of South Thomas Street 44.42 ft. along the arc of a curve to the right, which curve has a radius of 513.70 ft. and the chord of which arc bears S. 38° 49′ 52″ W. 44.41 ft. to a point; thence continuing with said street line, S. 41° 18′ 30″ W. 139.92 ft. to a point; thence 44.06 ft. along the arc of a curve to the right, which curve has a radius of 25.00 ft. and the chord of which arc bears N. 88° 11′ 59″ W. 38.58 ft. to a point in the northeasterly line of South Four Mile Run Drive; thence with the said northeasterly line of South Four mile Run Drive 630.13 ft. along the arc of a curve to the left, which curve has a radius of 2561.70 ft. and the chord of which arc bears N. 44° 45′ 16″ W. 628.57 ft. to a point; thence with a line of Barcroft Number Two, Incorporated, N. 51° 43′ 20″ E. 159.08 ft. to a point in the line of Barcroft Incorporated; thence with the line of Barcroft Incorporated S. 38° 16′ 40″ E 474.56 ft. and S. 79° 29′ 05″ E. 185.54 ft. to the point of beginning, containing 1.8532 acres, more or less.

AND BEING the property conveyed by Thomas N. DeLashmutt and Eugene Reed DeLasmutt to Barcroft Number Five, Incorporated, a Virginia corporation, by Deed dated October 10, 1945, recorded in Deed Book 688 at Page 43 among the Land Records of Arlington County, Virginia. FOR INFORMATION: RPC 27-004-003

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number Five, Incorporated, in Part 1, is as follows:

DESCRIPTION OF
A PORTION OF
BARCROFT NUMBER FIVE, INCORPORATED
(PART 1)
DEED BOOK 688 PAGE 43
ARLINGTON COUNTY, VIRGINIA

Being the property acquired by Barcroft Number Five, Incorporated by deed dated October 10, 1945, recorded in Deed Book 688, at Page 43, among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point on the easterly right of way line of South Four Mile Run Drive, (right of way varies) said point also being the intersection of the northerly right of way line of South Thomas Street, (fifty feet right of way), recorded in Deed Book 680, at Page 361, among the aforementioned Land Records of Arlington County, Virginia, thence running with the easterly right of way line of South Four Mile Run Drive the following course and distance

- 1. 630.13 feet along the arc of a curve to the left having a radius of 2,561.70 feet and a chord bearing and distance of North 45° 36' 51" West, 628.54 feet to a point (non-tangent), said point also being the southwesterly most corner of the Barcroft Number 2 (Part 2), as recorded in Deed book 2253, at Page 257, among the aforementioned Land Records of Arlington County, Virginia; thence departing the said easterly right of way line of South Four Mile Run Drive and running with the southerly line of the aforesaid Barcroft Number Two (Part 2) property the following course and distance
- 2. North 50° 51′ 47" East, 159.08 feet to a point lying on the westerly line of the property of Barcroft Associates, LP, as recorded in Deed Book 1774, at Page 113, among the aforementioned Land Records of Arlington County, Virginia, said point also being the southeasterly most corner of the aforesaid Barcroft Number Two (Part 2) property; thence running with the westerly line of the said Barcroft Associates property the following (two) 2 courses and distances
- 3. South 39° 08' 13" East, 474.56 feet to a point; thence

4. South 80° 20' 38" East, 185.56 feet to a point of curvature (non-tangent) lying on the said northerly right-of way line of South Thomas Street; thence running with said northerly right-of-way line of South Thomas Street the following three (3) courses and distances

5. 44.44 feet along the arc of a curve to the right having a radius of 513.70 feet and a chord bearing

and distance of South 37° 58' 15" West, 44.43 feet to a point of tangency; thence 6. South 40° 26' 57" West, 139.90 feet to a point of curvature (tangent); thence

7. 44.06 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing and distance of North 89° 03' 33" West, 38.58 feet to the point of beginning and containing 80,962 square feet or 1.85863 acres of land.

#### PARCEL SIX

BEGINNING at a point in the easterly line of Barcroft, Incorporated, said point being S. 21° 55′ 50″ E. 272.89 ft. from the new south line of Columbia Pike as the same has been established by the Virginia State Highway Department, said point of beginning also being the southwest corner of the property of Estler M. Palmer; thence with the south line of the property of Estler M. Palmer N. 68° 32' 50" E. 70.55 ft. and N. 23° 18' 30" E. 41.48 ft to the southwest corner of the property of Mamie F. Simms as per deed recorded in D.B. 128 at page 157 of the land records of Arlington County, Virginia; thence with the south line of the Simms property N. 73° 18' 40" E. 134.06 ft. to the southeast corner of the Simms property as per deed recorded in D.B. 576 at page 312 of aforesaid land records; thence running with a portion of the east line of Simms property N. 21° 55' 50" W. 31.25 ft. to a point; thence departing from the said easterly line of Simms property and running through the former Wm. H. Palmer Tract N. 68° 04' 10" E. 537.43 ft. to a point in the westerly line of South George Mason Drive; thence running with the westerly line of South George Mason Drive, 258.02 ft. along the arc of a curve to the right, which curve has a radius of 970.48 ft. and the chord of which arc bears S. 16° 00' 10" E. 257.26 ft. to the P.C. of said curve; thence continuing with said road line, S. 8° 00' 31" E. 467.94 ft. to a point; thence continuing with said road line, 10.00 ft. along the arc of a curve to the right, which curve has a radius of 758.81 ft. and the chord of which arc bears S. 8° 00' 31" E. 10.00 ft. to a point; thence departing from the said westerly line of South George Mason Drive and running through the former Wm. H. Palmer Tract on the following course and distances, S. 81° 36' 50" W. 309.93 ft.; N. 8° 23' 10" W. 219.65 ft.; N. 21° 55' 50" W. 1.90 ft.; and S. 68° 04' 10" W. 382.50 ft. to a point in the easterly line of Barcroft, Incorporated; thence with the said easterly line of Barcroft, Incorporated, N. 21° 55' 50" W. 384.86 ft. to the point of beginning, containing 9.0815 acres; said tract of land being shown as "Parcel B" upon a plat of a "Part of the Former Estler M. Palmer Property, Formerly William H. Palmer Estate," made by Basil M. DeLashmutt, Certified Land Surveyor, dated April 28, 1947, and attached to a deed dated April 29, 1947, and recorded in Deed Book 773, at Page 276 among the Land Records of Arlington County, Virginia.

Said Parcel is also shown as "Parcel B" on Plat recorded with Deed recorded in Deed Book 773 at Page 276 among the Land Records of Arlington County, Virginia.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 6 Limited Partnership is as follows:

DESCRIPTION OF BARCROFT NUMBER 6 LIMITED PARTNERSHIP DEED BOOK 2253, PAGE 245 ARLINGTON COUNTY, VIRGINIA

Being all of the property acquired by Barcroft Number 6 Limited Partnership, by deed recorded in Deed Book 2253, at page 245, also shown as Parcel B on a plat entitled "Part of The Former Estler M. Palmer property, Formerly William H. Palmer Estate" as recorded in Deed Book 773, at page 276, all among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point lying on the westerly right-of-way line of South George Mason Drive, (right-of-way varies), said point also being the southeasterly most corner of the property of Barcroft Number Nine, LLC as recorded in instrument 20190100024407, and also being shown as Parcel A on plat entitled "Part of The Former Estler M. Palmer property, Formerly William H. Palmer Estate " recorded in Deed Book 773, at Page 276, all among the Land Records of Arlington County, Virginia; thence running with the said westerly right-of-way line of South George Mason Drive the following three (3) courses and distances

- 1. 259.93 feet along the arc of a curve to the right having a radius of 970.48 and a chord bearing and distance of South 16° 55' 06" East, 259.15 feet to a point of tangency; thence
- 2. South 09° 14' 43" East, 464.18 feet to a point of curvature (tangent); thence

- 3. 9.99 feet along the arc of a curve to the right having a radius of 758.77 feet and a chord bearing and distance of South 08° 52' 11" East, 9.99 feet, to a point, said point also being the easterly most corner of the property of Barcroft Number 7 Limited Partnership, recorded in Deed Book 2253, at Page 241, among the aforementioned Land Records; thence running with the northerly property line of the said Barcroft Number 7 Limited Partnership the following four (4) courses and distances
- 4. South 80° 45' 17" West, 309.93 feet to a point; thence
- 5. North 09° 14' 43" West, 219.95 feet to a point; thence
- 6. North 22° 47' 23" West, 1.90 feet to a point; thence
- 7. South 67° 12' 37" West, 382.49 feet to a point, said point lying on the easterly property line of the property of Barcroft Associates, a limited partnership as recorded in Deed Book 1774, at page 113, among the aforementioned Land Records, thence running into the said easterly line of the Barcroft Associates, a Limited Partnership, the following course and distance
- 8. North 22° 47' 23" West, 383.49 feet to a point; said point lying on the southerly property line of part of the original property of Estler M. Palmer as recorded in Deed Book 165, at page 46, among the aforementioned Land Records; thence running with the said southerly line of part of the original property of Estler M. Palmer the following two (2) courses and distances
- 9. North 67° 42' 58" East, 69.21 feet to a point; thence
- 10. North 22° 28' 38" East, 41.48 feet to an iron pipe found, said iron pipe marking the southwesterly most corner of Parcel A Morrison Hill as recorded in Instrument 20200100014580, among the aforementioned Land Records; thence running with the southerly and easterly line of said Parcel A Morrison Hill the following two (2) courses and distances
- 11. North 72° 28' 48" East, 134.06 feet to a point; thence
- 12. North 22° 45' 42" West, 31.25 feet to an iron pipe found, said iron pipe marking the south westerly most corner of the aforementioned Barcroft Number 9, LLC property; thence running with the southerly line of the said Barcroft Number 9, LLC property the following course and distance
- 13. North 67° 14' 18" East, 537.80 feet to the point of beginning and containing 394,316 square feet or 9.05225 acres of land more or less

AND BEING the same property conveyed by Basil M. DeLashmutt, et al., to Barcroft Number Six, Incorporated, a Virginia corporation, by Deed dated August 1, 1955, recorded in Deed Book 1214, at Page 493, among the Land Records of Arlington County, Virginia, and conveyed by Barcroft Number 6, Inc., to Barcroft Number 6 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 30, 1986, recorded in Deed Book 2253 at Page 245 among the aforesaid Land Records.

RPC 27-002-005

#### PARCEL SEVEN:

BEGINNING at a point in the west line of South George Mason Drive, said point of beginning being the southeast corner of Parcel B and the northeast corner of Parcel C as shown on Plat recorded May 12, 1947, in Deed Book 773, at page 276 of the land records of Arlington County, Virginia; thence with the westerly line of South George Mason Drive 689.12' on an arc of a curve to the right, said curve having a radius of 758.81' and the chord of which arc bears S. 18° 23' 9" W. 665.68' to the P.T. of said curve; thence continuing with said street line S. 44° 24' 10" W. 166.18' to a point in the south line of parcel C; thence with the south line of Parcel C, S. 71° 21' 40" W. 49.55' to a point in the easterly line of Barcroft No. 3, Incorporated, thence with the easterly line of Barcroft No. 3, Incorporated and a portion of the easterly line of Barcroft, Incorporated, N. 21° 55' 50" W 859.47' to the southwesterly corner of Parcel B, and the Northwesterly corner of Parcel C; thence with the boundary common to Parcels B and C on the following courses and distances: N. 68° 04' 10" E. 382.50'; S. 21° 55' 50" E. 1.90'; S. 8° 23' 10" E. 219.65'; and N. 81° 36' 50" E. 309.93' to the point of beginning, containing 8.4099 acres, said tract of land being shown as "Parcel C" upon a plat of "Part of the former Estler M. Palmer property, formerly William H. Palmer Estate", made by Basil M. DeLashmutt, certified land surveyor, dated April 28, 1947, attached to and made a part of a deed from Charles M, DeLashmutt, et al. to County Board of Arlington County, Virginia, dated April 29, 1947, recorded among said land records in Deed Book 773, at page 276.

Said Parcel is also shown as "Parcel C" on Plat recorded with Deed recorded in Deed Book 773 at Page 276 among the Land Records of Arlington County, Virginia.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number 7 Limited Partnership is as follows:

DECEMBER 6, 2021 DESCRIPTION OF BARCROFT NUMBER 7, LP DEED BOOK 2253, PAGE 241 ARLINGTON COUNTY, VIRGINIA

Being all of the property acquired by Barcroft Number 7 Limited Partnership by deed recorded in Deed Book 2253 at page 241 and also being known as Parcel C as shown on a plat record in Deed Book 773 at page 276, all among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point on the westerly right-of-way line of South George Mason Drive (right-of-way varies), said point also marking the southerly most corner of the property of Barcroft Number 6 Limited Partnership as recorded in Deed Book 2253 at page 245, all among the aforementioned Land Records of Arlington County, Virginia; thence running with the said westerly right-of-way line of South George Mason Drive the following three (3) courses and distances

- 689.13 feet along the arc of a curve to the right having a radius of 758.77 feet and a chord bearing and distance of South 17°31'33" West, 665.69 feet to a point of tangency; thence
- 2. South 43°32'37" West, 166.18 feet to a point; thence
- 3. South 70°30'07" West, 49.54 feet to a point; said point lying on the easterly line of the property of Barcroft Number 3 Limited partnership, as recorded in Deed Book 2253, at Page 253, among the aforementioned Land Records; thence running with the said easterly line of Barcroft Number 3 Limited Partnership and the easterly line of Barcroft Associates, a Limited Partnership, as recorded in Deed Book 1774, at Page 113, among the aforementioned Land Records the following course and distance.
- 4. North 22°47'23" West, 859.47 feet to a point, said point being the southwesterly most corner of the property of Barcroft Number 6 Limited Partnership, as recorded in Deed Book 2253, at Page 245, among the aforementioned Land Records of Arlington County, Virginia; thence running with the southerly line of Barcroft Number 6 Limited Partnership, the following four (4) courses and

#### distances

- 5. North 67°12'37'East, 382.49 feet to a point; thence
- 6. South 22°47'23" East, 1.90 feet to a point; thence7. South 09°14'43" East, 219.65 feet to a point; thence
- 8. North 80°45'17" East, 309.93 feet to the point of beginning and containing 366,335 square feet or 8.40989 acres of land more or less

AND BEING the same property conveyed by Basil M. DeLashmutt and Gertrude M. DeLashmutt, et al., to Barcroft Number Seven, Incorporated, a Virginia corporation, by Deed dated August 1, 1955 and recorded in Deed Book 1214 at page 499, among the Land Records of Arlington County, Virginia, and conveyed by Barcroft Number 7, Inc., a Virginia corporation, to Barcroft Number 7 Limited Partnership, a Virginia limited partnership, by Deed Pursuant to Articles of Dissolution of Corporation dated December 30, 1986 and recorded in Deed Book 2253 at Page 241 among the aforesaid Land Records.

RPC 27-002-006

#### PARCEL EIGHT (Barcroft Number Nine, LLC)

Parcel "A" upon a plat of "Part of the Estler M. Palmer Property, formerly William H. Palmer Estate, made by Basil M. DeLashmutt, Certified Land Surveyor, dated April 28, 1947, attached to and made a part of a deed from Charles M. DeLashmutt, et al. to the County Board of Arlington County, Virginia dated April 29, 1947, and recorded among the land records of Arlington County, Virginia, in Deed Book 773 at Page 276.

Based on an ALTA/NSPS Land Title Survey prepared by VIKA Virginia, LLC dated December 6, 2021, a current metes and bounds description of the property of Barcroft Number Nine, LLC is as

follows:

DESCRIPTION OF BARCROFT NUMBER NINE, LLC INSTRUMENT 20190100024407 ARLINGTON COUNTY, VIRGINIA

Being all of the property acquired by Barcroft Number Nine, LLC as recorded in Instrument 20190100024407, and also shown as Parcel A on a plat entitled "Part of the Former Ester M. Palmer Property, Formerly William H. Palmer Estate" as recorded in Deed Book 773 at Page 276, all among the Land Records of Arlington County, Virginia and being more particularly described as follows:

Beginning for the same at a point of curvature on the southerly right-of-way line of Columbia Pike, Route 244, (right-of-way varies), said point also marking the intersection of the said southerly right-of-way line of Columbia Pike and the westerly right-of-way line of South George Mason Drive (right-of-way varies), as recorded in Deed Book 773, at Page 276, among the aforementioned Land Records; thence running with the said westerly right-of-way line of South George Mason Drive the following three (3) courses and distances

 40.07 feet along the arc of a curve to the right having a radius of 30.00 feet and a chord bearing and distance of South 71° 24' 47" East, 37.16 feet to a point of tangency; thence

2. South 33° 08' 42" East, 30.58 feet to a point of curvature (tangent); thence

3. 144.88 feet along the arc of a curve to the right having a radius of 970.48 feet and a chord bearing and distance of South 28° 52' 05" East, 144.75 feet to a point; said point being the northeasterly most corner of the property of Barcroft Number 6 Limited Partnership as recorded in Deed Book 2253, at Page 245, among the aforementioned Land Records; thence running with the northerly property line of the said Barcroft Number 6 Limited Partnership, the following course and distance

4. South 67° 14' 18" West, 537.80 feet to an iron pipe found, said iron pipe lying on the easterly line of lot 9, Morrison Hill, as recorded in Instrument 20200100014580, among the aforementioned Land Records of Arlington County, Virginia; thence running with the easterly property line of Lot 9 thru

Lot 1, and Parcel A, Morrison Hill the following course and distance

5. North 22° 45' 42" West, 224.87 to a point on the aforesaid southerly right-of-way line of Columbia Pike, Route 244; thence running with the said southerly line of Columbia Pike the following course and distance

6. North 70° 19' 08" East, 489.71 feet to the point of beginning and containing 111,132 square feet or 2.55124 acres of land more or less

AND BEING the same property conveyed by Basil M. DeLashmutt, Jr., and Nancy M. DeLashmutt Griffin, et al., to Barcroft Number Nine LLC, a Virginia limited liability company, by General Warranty Deed dated December 20, 2019, recorded as Instrument 20190100024407 among the Land Records of Arlington County, Virginia.

RPC 27-002-004

## Tab Z:

Documentation of team member's Diversity, Equity and Inclusion Designation or Veteran Owned Small Business certification

This deal does not require information behind this tab.

## Tab AA:

Priority Letter from Rural Development

This deal does not require information behind this tab.

### **TAB AB:**

Social Disadvantage Certification or Veteran Owned Small Business Certification

#### "SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name	Jair K. Lynch
LIHTC Applicant Nam	e1201 S Thomas Street Owner, LLC
Authority (the "Auth available under §42 o toward its applicatio individual," as such t 25% in the controllin	r-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development ority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points in for Credits for demonstrating that at least one of its principals is a "socially disadvantaged erm is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least ing general partner or managing member for the proposed development. The certification and end below will be used by the Authority in its evaluation of whether an applicant meets such
INSTRUCTIONS:	
to certify any of the i 60(E)(5)(f) of the Pla	ter IA or 1B and also provide a complete response to II. Omission of any information or failure information provided below may result in failure to receive points under Part II, 13VAC10-180-an. Though the information requested below is of a personal nature, please note that all don this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.
I. <u>SOCIAI</u>	_ DISADVANTAGE
(Complete only Section	on I(A) OR I(B) and then acknowledge II below)
<u>A.</u>	I am claiming social disadvantage because of my identification as a:
	X Black American
	Hispanic American
	Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)
	Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, FederatedStates of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]
	Subcontinent Asian American (An Individual with origins from India, Pakistan,

B. I am claiming individual social disadvantage because I meet the requirements of 13 CFR 124.103(c)(2), and my social disadvantage has negatively impacted my entry into or advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

## II. Ownership and Control

Describe the ownership interest of the socially disadvantaged individual in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits).

- As shown on the attached organizational chart, the Applicant, 1201 S Thomas Street Owner, LLC is an affiliate entity controlled by LDP Holdings, LLC (d/b/a Jair Lynch Real Estate Partners).
- The undersigned, Jair K. Lynch (as individual) is the President and CEO, and 75% owner (through affiliate entities) of Jair Lynch Real Estate Partners.

[Application continues on following page]

#### **CERTIFICATION OF ELIGIBILITY**

I hereby certify that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan. I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:
1201 S Thomas Street Owner, LLC Name of Applicant
Signature of Applicant
Jair K. Lynch, Authorized Signatory Printed Name and Title of Authorized Signer
PRINCIPAL:
Signature of Qualifying Principal
Jair K. Lynch, Authorized Signatory Printed Name and Title of Qualifying Principal



101 Arch Street 1325 G Street, NW
Suite 1101 Suite 770
Boston, MA 02110 Washington, DC 20005
T 617.224,0600 T 202.842,9006
F 617.224,0601 F 202.842,3936

July 1, 2025

To Virginia Housing 601 South Belvidere Street Richmond, Virginia 23220

RE: 2025 4% Tax Credit Reservation Request (30% present value credits to be paired with taxexempt bonds)

Name of Development Barcroft Apartments – Bravo 5

Name of Owner 1201 S Thomas Street Owner, 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 July 1, 2025 (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 the 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 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.
- 4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
- 5. It is more likely than not that the representations made in 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.
- 6. After reasonable investigation, the undersigned has no reason to believe that the representations made KH 1233955 3

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 the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Klein Hornig LLP

By:

Erik T. Hoffman

Its: Partner

# **Attorney's Opinion Letter**

#### **General Instructions**

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

If you have any questions, please email the Tax Credit Allocation Department at TaxCreditApps@VirginiaHousing.com.

## **Attorney's Opinion**

## **Letter - TAX**

## **EXEMPT VERSION**

July 1, 2025

## (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.

Date - To

Virginia Housing

601 South Belvidere Street Richmond,

Virginia 23220

RE:

2025 4% Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development Barcroft Apartments – Bravo 5

Name of Owner 1201 S Thomas Street Owner, 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 <u>July 1, 2025</u> (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 the 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.

<del>OR</del>

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. [Select One]

3. 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.

- 4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
- 5. [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.
- 6. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
- <u>5. 7.[Delete if inapplicable]</u> It is more likely than not that the representations made in 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.
- 6. 8. [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 the placement in service of each building of the Development, 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.

[Different first page setting changed from off in original to on in modified.]. [Different first page link-to-previous setting changed from on in original to off in modified.].

(Add)

Klein Hornig LLP COUNSELORS AT LAW 101 Arch Street Suite 1101 T 617,224,0600 F 617,224,0601

1325 G Street, NW Suite 770 Boston, MA 02110 Washington, DC 20005 T 202.842,9006 F 202.842.3936

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

Klein Hornig LLP

Erik T. Hoffman

Partner

**Title** 

Summary report: Litera Compare for Word 11.9.1.1 Document comparison of 10:03:54 AM	done on 7/1/2025
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://kleinhornig.cloudimanage.com/KHDOCS	/1233955/1
Modified DMS: iw://kleinhornig.cloudimanage.com/KHDOCS	
Changes:	
Add	17
<del>Delete</del>	50
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.)	2
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	69

# **Relocation Policy and Plan For Apartments) Residents**

#### A. PURPOSE

This document represents 1201 S Thomas Street Owner, LLC's and Gates, Hudson & Associates, Inc. "Gates Hudson" Relocation Plan for Barcroft Apartments – Bravo 5. This document was prepared to inform Residents who will be temporarily or permanently relocated by the Barcroft Apartments – Bravo 5 renovation and to guide staff working with the Residents who will be temporarily relocated on relocation policies and procedures.

#### Owner:

1201 S Thomas Street Owner, LLC 1400 16th Street NW suite 430, Washington, DC 20036 Contact: Harrison Barton

#### Management Company:

Gates, Hudson & Associates, Inc. 3020 Hamaker Ct Ste 301, Fairfax, Virginia, 22031 Contact: Gina Ramos

#### **B. PROJECT OVERVIEW AND SCOPE**

Owner intends to use Low Income Housing Tax Credits (LIHTC) a mortgage loan to be determined, to acquire Apartments.

Owner plans to renovate the apartments in phases which will likely overlap one another to some degree and require coordination by the general contractor, sub-contractors and staff overseeing the renovation. The Scope of Work is defined on Exhibit A of this document. Renovations are planned to commence upon closing on the acquisition and the financing around March 2026. Renovation of all units is expected to be completed by the end of April 2027. These estimated start and completion dates may change depending on when the acquisition and financing closings occur. 1201 S Thomas Street Owner, LLC plans to renovate 72 units and construct 3 new units.

Following the completion of construction, units will be LIHTC units and will be occupied by households with incomes equal to or less than 60% of area median gross income (AMGI), as adjusted for family size, in accordance with the LIHTC and USDA-RD programs.

As a result of the renovation to be conducted at the property, some Residents of Barcroft Apartments – Bravo 5 will be temporarily or permanently relocated. All other units are expected to be renovated without the need to relocate Residents. Residents that will be temporarily or permanently relocated are entitled to assistance under this Relocation Plan, with the exception of those households that moved (or move) pursuant to a Notice to Quit and/or were (are) legally evicted or under an eviction process.

This Relocation Plan outlines the supportive services, counseling and relocation assistance offered to temporarily and permanently relocated Residents and the estimated timetables for relocation. All lease-compliant Residents that will be temporarily or permanently relocated will be counseled and provided relocation assistance in accordance with this Relocation Plan. Households which move prematurely (i.e. before the scheduled dates for relocation) may not have an opportunity to receive comprehensive relocation counseling offered under this Relocation Plan. This Relocation Plan is intended to meet the federal and state requirements relating to relocation (including, the VHDA Relocation Assistance Guidelines (copy attached)).

Residents must meet all applicable certification requirements. All relocation housing will be decent, safe, and sanitary and will comply with all applicable requirements.

## C. PLANNED MEASURES TO MINIMIZE CONSTRUCTION IMPACT

With respect to units that will be remodeled with tenants in place, the following measures will be taken to minimize impact on the tenants: Tenants will be given advance notice of the day and type of work to be performed in their unit on a particular day. Work in units will begin no earlier than 8:00 am and end no later than 5:00 pm (unless there are extenuating circumstances). All work in a particular unit will be completed such that the tenant will have use of the unit by the end of each day. For example, when windows are replaced, each window that is removed will be re-installed or replaced on the same day that it is removed.

## D. RELOCATION SCHEDULE

No Resident will be required to relocate until after they have received the proper notices as outlined in this Relocation Plan. However, Residents will have the opportunity to relocate earlier than the dates provided in the notices outlined in this Relocation Plan on a voluntary basis. Gates Hudson expects that most relocations will not be permanent relocations to a unit at Barcroft Apartments. Gates Hudson expects the temporary or permanent relocation to take place according to the following timeline (these dates may very well change based on closing on the tax credit financing, timing of voluntary relocations, if any, and the progress of the renovations):

**December 2025** Gates Hudson staff to send written notice regarding

relocation to tenants that will need to be temporarily or

permanently relocated.

March 2026 Move Residents to temporary locations.

## E. REGULATORY AUTHORITY

## **Virginia Housing Development Agency Relocation Assistance Guidelines**

The policies and procedures regarding relocation in this Relocation Plan will be performed in compliance with Section 55-222 of the Code of Virginia and the VHDA "Relocation Assistance Guidelines" for Low Income Housing Tax Credits (please see the attached copy of these guidelines). This Relocation Plan follows these guidelines specifically regarding (1) relocation payments, (2) relocation assistance, (3) the 120-day notice to vacate period and (4) the full

communication of renovation and temporary relocation plans to all existing tenants that will be temporarily relocated by the renovation. Pursuant to VHDA guidelines, a Relocation Plan has been submitted to the Virginia Housing Development Authority, Multi-Family Development Division, to the attention of the Tax Credit Program Administrator.

#### F. MOVING COST REIMBURSEMENT

MRP's moving cost reimbursement to the Resident is limited to \$100.00 if either of the following applies:

- a. A Resident has minimal possessions and occupies a dormitory style room, or
- b. A Resident move is performed by an agency at no cost to the tenant.

If neither 'a' nor 'b' above applies, and the tenant opts to move his/her belongings, the reimbursement to the Resident may be based on one or a combination of the following:

- 1. Based on the Federal Highway Administration's <u>Fixed Residential Moving Cost Schedule</u> (see Virginia)
- 2. Based on Resident's actual reasonable moving and related expenses

The Fixed Residential Moving Cost Schedule includes moving costs and utility connection expenses and is based on the number of rooms of furniture, not the number of bedrooms per unit.

Resident's actual reasonable moving and related expenses are defined as

- i. The lower of two bids or estimates prepared by a commercial mover; or
- ii. Receipted bills for labor and equipment

Hourly labor rates should not exceed the rates paid by a commercial mover to employees performing the same activity and, equipment rental fees should be based on the actual rental cost of the equipment not to exceed the cost paid by a commercial mover.

Gates Hudson plans to move each Resident that needs to be temporarily or permanently relocated in which case the moving cost reimbursement amount to each such Resident will be limited to \$100 as set forth above.

## G. ADVISORY SERVICES (PERMANENT RELOCATION)

If a Resident cannot return to Resident's original unit, then the Resident is considered to be "displaced" and the relocation is considered a "permanent relocation." It is anticipated that all Residents that need to be permanently relocated will be relocated to another unit within Barcroft Apartments. If a Resident is displaced, then Gates Hudson will provide the Resident with Advisory Services in addition to Moving Cost Reimbursement. Advisory Services include:

- Providing information about units available within the development
- Providing tenants with written information
- Providing appropriate translation and counseling for tenants who are unable to read and understand notices
- Communicating the name and telephone number of a contact person who can answer

- questions or provide other needed help
- Providing transportation for tenants needing to look at other housing, especially those who are elderly
- Giving special consideration for the needs of families with school age children
- Extending regular business hours, including evenings and weekends, so that tenants won't have to miss work
- Relocation counseling and assistance completing the necessary claim forms.

#### H. TEMPORARY RELOCATION

A Resident who is temporarily relocated is not "displaced if the Resident can return to the original unit (e.g. the unit occupied by the Resident). A Resident that is temporarily relocated is not eligible for Advisory Services as noted above; however, Gates Hudson

- 1. Guarantees that the Resident can return to Resident's same unit
- 2. Pays the Resident's moving costs to and from the temporary location (two moves) in accordance with the Moving Cost Reimbursement provision above

A temporarily relocated Resident may agree in writing to permanently relocate to (a) the unit which has been designated their temporary unit, if the Resident agrees to permanently relocate to the temporary unit, in which case the Resident will only be entitled to Moving Cost Reimbursement for the one move; or (b) another newly renovated unit, in which case the Resident will be entitle to Moving Cost Reimbursement for the two moves. Such written agreement will be kept by Gates Hudson in the Resident file.

Gates Hudson will contact any Resident who has been temporarily relocated for longer than one year and provide Advisory Services to that Resident in addition to the Moving Cost Reimbursement.

The project anticipates resident temporary relocation for the duration of the construction schedule, which has an estimated start date of 4/1/2026 and a construction completion date of 4/1/2027. As stated above, Advisory Services listed in Section G are available for all permanently relocated residents, while Gates Hudson provides moving logistics and supportive services to all temporarily relocated residents, as described above in this Section, and below in Section I.

## I. RELOCATION PROCEDURE

Duties and Responsibilities of Barcroft Apartments – Bravo 5 Residents

The Resident shall:

- Read the General Information Notice.
- Read, sign and return to Gates Hudson a copy of the signed Notice of Eligibility.
- Move upon notice during the specific time period, irrespective of any pending grievance related to relocation or continuing occupancy. However, Resident rights to a grievance will not be waived by such a move provided the grievance is filed prior to the move.

- Pack all belongings and prepare furniture and appliances for moving (everything but furniture must be packed in boxes, taped and the top of the boxes must be flat).
- Arrange with utility companies to have services transferred to the new dwelling, and to cover all associated arrearage as may be required.
- Prepare, disconnect and/or dismount all applicable appliances for moving. If a Resident household qualifies as elderly or disabled, and requests assistance in writing from Gates Hudson within 14 days of receiving its 30-day notice, Gates Hudson will provide the necessary moving assistance.
- Notify the US Postal Service, schools, other appropriate government agencies (Social Security, etc.), individuals, and companies of the change in address.
- Be ready to move all belongings on the specified date, and to be home and ready when the movers arrive.

#### **Gates Hudson Staff**

The Regional Manager, Property Manager, and Relocation Coordinator as necessary shall:

- Plan moves and consider resident needs
- Secure safe, sanitary and descent apartments for all residents.
- Schedule moves/move-ins
- Schedule residents with mover according to schedule established. Obtain insurance on all stored belongings.
- Monitor, coordinate, document and maintain records of all relocation activity for Barcroft Apartments Bravo 5 according to applicable regulations.
- Ensure that copies of Notices are signed by leaseholders, returned to Gates Hudson, and properly filed.
- Review and approve all requests for reimbursement of relocation expenses or allowable relocation payments, according to the Relocation Plan.
- Ensure that all households considered for relocation receive a General Information Notice and a copy of the Relocation Plan at the beginning of the planning process for the renovation project.
- Ensure that all households receive a written Notice of Eligibility for Relocation Assistance at least 120 days in advance of the deadline for being relocated, which outlines the assistance to which they are entitled.
- Ensure that a member of the Gates Hudson staff with relocation, and community and

supportive services responsibilities meets with each household at least 30 days prior to the relocation deadline to discuss the relocation details and the household's needs.

The Property Manager and Maintenance Staff shall:

- Assure that all vacated units are cleaned out and secured immediately.
- Provide moving assistance for the elderly and disabled when requested as reasonable accommodation.
- Ensure other units are turned over quickly to facilitate the relocation.
- Receive a scope of work and become familiar with the scope to better answer residents
  questions. The Property Manager will assist with on-going inspections of construction
  underway.
- Upon construction completion, Property Manager, architect, construction manager, EarthCraft staff, VHDA staff, USDA-RD and other necessary personnel will perform an inspection and create a joint punch list.

## The Regional Manager shall:

- Certify families that qualify for relocation assistance.
- Continue follow-up counseling through individual needs assessment.
- Initiate eviction proceedings for households that do not comply with the requirements of the Relocation Plan and related notices and instructions received in implementation of the plan.
- Determine eligibility using Verification Forms for the Low-Income Housing Tax Credit programs. Document total income of each household unless verification is on file that is less than three months old. Income from employment, military pay, social services, social security, pension, workers compensation, unemployment, child support, alimony/spousal support, self-employment and cash contribution.
- Work with all eligible Residents to get their receipts for utility hook-ups. All requests for reimbursement should be submitted within 45 days of the move. Residents should expect their check within 30 days.
- Receive a scope of work and become familiar with the scope to better answer residents questions.

### J. APPEALS AND GRIEVANCES

If a leaseholder or individual disagrees with the determination of Gates Hudson concerning the relocation payment(s) or other relocation assistance for which the Resident is eligible, the

Resident may file a written appeal with Gates Hudson according to Gate Hudson's Grievance Procedure. A household or individual may file an appeal with Gates Hudson in which the leaseholder believes that Gates Hudson has failed to:

- properly determine that the household or individual qualifies or will qualify (upon moving) as a temporarily relocated person who is eligible for relocation assistance
- properly determine the amounts of relocation payment(s) as required by this plan.

#### K. SPECIAL EVICTION POLICY

In addition to the causes for eviction outlined in the current lease and/or rules with Gates Hudson, a Resident's refusal to accept the reasonable offer of relocation housing made in accordance with this Relocation Plan will be determined to have caused a lease violation and may be the subject to an eviction action.

This eviction policy is necessary in order to ensure that Residents will comply with this Relocation Plan and thereby enable the renovation of Barcroft Apartments – Bravo 5 to proceed. This eviction policy will only be enforced for violations pertaining to the relocation effort; all other lease and occupancy violations will be handled under Gates Hudson's normal procedures. This policy should only be used as a last resort and every reasonable effort will be made to avoid eviction.

#### L. PROJECTED RENTS AND RENTAL POLICIES AFTER RENOVATION

After the renovation, income levels for tenants will be as follows: nine units at 30% AMI rents, sixteen units at 50% AMI rents, twenty-nine units at 60% AMI rents, and twenty-one units at 80% AMI rents. All residents, as of the date of this Tenant Relocation Plan, who occupy units in Bravo 5 ("Current Residents") and whose household income is less than 80% of AMI shall receive an annual rent increase that will be capped at 3.0% per year, not to exceed the corresponding rent level assigned to the particular unit (i.e. units that may be designated at other income levels such as 30%, 50%, 60%, 80%, etc.) for as long as such resident remains at the property. All future residents of the project will be subject to the LIHTC rent limits for their respective units. Our estimated and proposed rents based on the exiting tenant base are shown in the chart below. All units within the project will continue to be eligible for rental assistance from USDA-Rural Development. All tenants will need to be timely re-certified and meet the income and rent restrictions applicable.

Efficiency	
Efficiency	
1 BR - 1 Bath	
2 BR - 1 Bath	
2 BR - 1 Bath	

60% AMI
80% AMI
30% AMI
50% AMI
60% AMI
80% AMI
50% AMI
60% AMI

1	\$1,370.00
1	\$1,525.00
9	\$922.00
10	\$1,441.00
22	\$1,377.95
12	\$1,711.67
6	\$1,488.33
6	\$1,551.67

2 BR - 1 Bath 80% AMI 8 \$2,112.63

#### M. RECORDKEEPING

Good record keeping is necessary to carry out a sound, thorough and comprehensive relocation program. Gates Hudson shall keep records that comply with VHDA requirements and those necessary to insure that Residents that are temporarily or permanently relocated receive the services that are needed and required. This Relocation Plan will be located in plain sight in the office for Residents to review. All documentation related to relocation, including formal notices, bill receipts and canceled checks will be included in the applicable Resident's files.

## **APPENDIX**

- 1. Units That May Not Be Renovated With Tenants in Place
- 2. Notice of Intent to Acquire, General Information Notice and 120-Day Notice
- 3. VHDA Guidelines
- 4. Willingness to Move Early Form
- 5. Relocation 30-Day Notice (Temporary Relocation)
- 6. Relocation 30-Day Notice (Permanent Relocation)
- 7. Monthly Relocation Report

## MANAGEMENT, LLC

Resident of Barcroft Apartments – Bravo 5
Re: Notice of Intent to Acquire, General Information Notice, and 120-Day Notice
Dear,

This letter is a follow-up to the news letters in which you were notified that we are planning upcoming renovations to your home. 1201 S Thomas Street Owner, LLC intends to acquire and renovate the property you currently occupy, Apartments. MRP has applied for Low Income Housing Tax Credits and a construction loan and a mortgage loan from Virginia Housing to complete the acquisition and renovation. The renovation will include new kitchen cabinets and countertops, energy efficient appliances, windows, patio doors, and heating and air conditioning units. We will also be installing water conserving commodes and faucets. We will be improving the outside appearance with improved landscaping, re-paving the parking lots, and a new sign.

We plan to complete the renovations without moving you from your home. We will give everyone ample notice of all work to be done in each unit every day. Work will start each day at or after 8:00 am and will stop no later than 5:00 pm. The renovation process is expected to take

about ten months from the start date. We will make sure that no one will be without the necessary accommodations during the renovation period.

However, you may need to temporarily or permanently move to another unit at Barcroft Apartments – Bravo 5. The earliest anyone will be required to move is March. Gates Hudson's staff will contact you to coordinate the planned moving date. Therefore, we urge you not to move at this time. However if you have already submitted a notice to move or have received a lease termination notice, you will **not** be eligible for relocation assistance. If you have received a 21-30 Day Notice of Lease Violation and Potential Lease Termination you may not be eligible for relocation assistance. If you do elect to move for reasons of your choice, you will **not** be eligible nor be provided relocation assistance. With the above exceptions, stay where you are. To maintain your eligibility, you must continue to pay your usual rent and otherwise comply with the standard lease terms and conditions.

If we determine that you need to temporarily or permanently move, (i) you will be reimbursed for all reasonable moving expenses and reasonable related costs such as transfer fees for utility hook-ups and other related expenses in accordance with the Relocation Plan a copy of which is located in the Barcroft Apartments – Bravo 5 office; (ii) if you need to permanently move, you will receive relocation advisory services in accordance with the Relocation Plan, and (iii) you will receive written notice at least 30 days before the date when you must move stating (1) the specific date by which you are required to move, (2) the unit to which you will be relocated, (3) if applicable, the date on which the move-in inspection will be completed, and (4) if applicable, the date that you will receive keys to your unit. You will not have to move earlier than 30 days after a comparable replacement dwelling is made available to you.

After the renovation of your unit, you may then choose whether or not to move back into your original unit (unless you are no longer eligible for that particular unit) or another suitable, decent, safe and sanitary unit at Barcroft Apartments – Bravo 5. If your income makes you ineligible to remain in the completed project, under the new federal funding restrictions, we will move you to a comparable unit that meets your household needs and that complies with decent, safe and sanitary standards.

Your rent will remain the same until your lease renewal at which time you will need to be recertified and your rent will be determined in accordance with VHDA requirements.

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. Should any resident's lease be terminated while living in their apartment at Barcroft Apartments – Bravo 5 during the renovations, he/she would **not** be eligible for relocation assistance. Should any resident's lease be terminated during the time residents are temporarily relocated in other apartments at Barcroft Apartments – Bravo 5, other Gates Hudson managed properties or other sites owned by another company, those residents would <u>not</u> be eligible to return to Barcroft Apartments – Bravo 5 once renovations have been completed.

As we continue with this project, you can rest assured that we will make every effort to accommodate your needs. You will be protected by the United States Department of Housing and Urban Development's (HUD) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable. This assistance is more fully explained in the attached brochure, "Relocation Assistance to Tenants Displaced From Their Homes". Please

review the attached Virginia Housing and Development Authority's (VHDA) "Relocation Assistance Guidelines." Please notice that some of the information related to purchasing a home and permanent relocation does not apply to this specific relocation situation. The information in the notices covers all types of relocation.

We cannot require you to move unless we make at least one comparable replacement dwelling available to you. You have the right to appeal if you believe that we did not properly evaluate your application for assistance.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking URA relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

#### **Caution:**

Please remember, you must contact us before making any moving plans. We want to help you obtain all relocation benefits you qualify for. Additionally, we will make reasonable accommodations for persons with disabilities and provide language assistance for persons with limited English proficiency. Please let us know if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

This notice does not establish your eligibility for relocation payments or assistance at this time. If we determine that the project will displace you and require you to vacate the premises, we will inform you in writing. If the proposed project does not proceed, or if we determine that the project will not displace you, we will notify you of that in writing.

Again, please do not move out before you receive definite guidance from us about your eligibility or ineligibility for relocation benefits. We will do everything we can to respect your rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as applicable.

Please retain this letter for your records. We will contact you soon about relocation eligibility. If you have any questions about this notice or the proposed project, please contact our representative:

Sincerely,	
Vice President	
I(print name)	, have received this Notice of Relocation.

Resident Signature	Date
Staff Witness	

# Barcroft Apartments – Bravo 5 Willingness to Move Early Relocation Form

I received the Notice of Intent to Acquire, General letter concerning the renovation of Barcroft Apar [permanent] relocation of my household. I have copy of the Virginia Housing Development Auth <i>Guidelines</i> ." I attended a meeting on,	tments – Bravo 5 and the [temporary] reviewed the Relocation Plan and received a ority publication "Relocation Assistance"
I understand due to the upcoming renovations of required to [temporarily] [permanently] move. By move by the, 20	1
Tenant Name:	
My [temporary] [permanent] address will be:(this is the anticipated address as of/20staff will contact you prior to moving)	
Tenant Signature	Date
Staff Signature	Date

## MANAGEMENT, LLC

Resident of Barcroft Apartments – Bravo 5
Re: 30-Day Notice to Move; By <u>required move date</u> Temporary Relocation
Dear <u>name of tenant</u> ,
On, 20 we sent you a letter regarding Notice of Intent to Acquire, General Information Notice and 120-Day Notice for the acquisition and renovation of Apartments by 1201 S Thomas Street Owner, LLC. Virginia Housing and Development Authority (VHDA) has approved the project and the funding for it.
We have determined that you will need to temporarily relocate to another unit at Barcroft Apartments.
You must move from your current unit by
We have identified the following comparable unit for you at Barcroft Apartments: You will be able to move back into your original unit after the renovation is completed. Your rent will remain the same as it was for your original unit until the time of lease renewal.
Your move-in inspection is schedule to occur:
Please come by the office to get the key to your temporary unit on or after
If you disagree with the estimated amount of relocation assistance or the comparability of the

If you disagree with the estimated amount of relocation assistance or the comparability of the representative replacement dwelling you may file an administrative appeal to VHDA. We will provide contact information for the appeal to VHDA. For low-income persons and those unable to prepare a written appeal, or who require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you protect your rights and benefits in the relocation process, we will reasonably accommodate persons with disabilities and provide language assistance for persons with limited English proficiency. Please tell our representative if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation coordinator, *[name]*, *[title]*, *at [phone]*, *[address]* before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance under the Uniform Relocation Action, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation counselor, <u>[name]</u>, <u>[title]</u>, <u>at [phone]</u>, <u>[address]</u> before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

Sincerely,			
(Name and title)			
Tenant Affidavit: I acknow	vledge and understand the c	ontents of this letter.	
Signature of Tenant	 Unit Number	Date Signed	

## MANAGEMENT, LLC

, 20
Resident of Barcroft Apartments – Bravo 5
Re: 30-Day Notice to Move; By <u>required move date</u> Permanent Relocation
Dear <u>name of tenant</u> ,
On, 20 we sent you a letter regarding Notice of Intent to Acquire, General Information Notice and 120-Day Notice for the acquisition and renovation of Barcroft Apartments – Bravo 5 by 1201 S Thomas Street Owner, LLC. Virginia Housing and Development Authority (VHDA) has approved the project and the funding for it.
We have determined that you will need to permanently relocate to another unit at Barcroft Apartments
You must move from your current unit by
We have identified the following comparable unit for you at Barcroft Apartments: Your rent will remain the same as it was for your original unit until the time of lease renewal. Please contact us immediately if you believe this unit does not compare reasonably to your current home. We can explain our basis for selectin this dwelling as most representative of your current home and discuss your concerns.
Your move-in inspection is schedule to occur:
Please come by the office to get the key to your new unit on or after
If you disagrae with your designation as a displaced person, the estimated amount of relocation assistance, or

If you disagree with your designation as a displaced person, the estimated amount of relocation assistance, or the comparability of the representative replacement dwelling you may file an administrative appeal to VHDA. We will provide contact information for the appeal to VHDA. For low-income persons and those unable to prepare a written appeal, or who require assistance in preparing an appeal, we shall provide such assistance and/or refer you to an appropriate third party who will provide such assistance at no cost to you.

In order to help you protect your rights and benefits in the relocation process, we will reasonably accommodate persons with disabilities and provide language assistance for persons with limited English proficiency. Please tell our representative if you need auxiliary aides, written translation, oral interpretation, or other assistance in order to fully participate in the relocation process.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation coordinator, *[name]*, *[title]*, *at [phone]*, *[address]* before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are <u>not</u> eligible for relocation assistance under the Uniform Relocation Action, unless such ineligibility

would result in exceptional hardship to a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you have any questions about this letter or your eligibility for relocation assistance and payments, please contact relocation counselor, *[name]*, *[title]*, *at [phone]*, *[address]* before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which the law may entitle you.

Sincerely,			
(Name and title)			
Tenant Affidavit: I acknow	rledge and understand the c	contents of this letter.	
Signature of Tenant	 Unit Number	Date Signed	

# **Monthly Relocation Report**

Monthly Report Form – Complete at end of each month, due at same time as usual monthly reports. Fax a copy to Regional Manager. Form must be completed every month until relocations have been completed.

Property	Name: Barc	croft Apartment	s – Bravo 5			
Month: _						
1.		Number movi Number atten Number comp	Property at starting On-Proper ding residents pleted paperwo	rt of relocation ty into un-rehab meeting held ork	obed units during relocation	on
	A.	Numi	ber scheduled	to move next		
		Current Unit	Date Move Scheduled	To Unit	Temp or Perm.	
				<del></del>		

			s month (I		itii chec	ck nas b	een snov	wn distributed
	New Unit		te of tual Move		Check ested	Date (		
C.				etail ur	-	ck has b	een shov	wn distributed
New Unit		Date of Actual Mo	Date C			Check buted		to Perm. uled for Date
Prope	rty Man	ager's Signa	nture				Date	

## **Exhibit A – Renovation Scope**

The goal of the renovated interior scope is to provide a complete refresh of the space. The kitchen improvements will include new appliances, cabinets, countertops, plumbing fixtures, flooring, lighting, and new exterior vented exhaust. The bathroom improvements are to include a new vanity, new fixtures and accessories, new lighting, and new exterior vented exhaust. The most notable improvement to the space will be the addition of in-unit washers and dryers.

Where possible, the existing hardwood parquet floors will be refinished with a modern stain, and if the hardwoods are not salvageable a new luxury vinyl plank will be installed. Unit entry and interior doors will be replaced where the originals are beyond repair or non-compliant with VH regulations (bifold, sliding, and pocket doors are not allowed), and new window treatments will be installed. All units will receive a fresh coat of paint, and all common areas will receive new paint and flooring.

New mini-split HVAC systems will provide more reliable heating and air conditioning. Two non-ducted units will be installed in one-bedroom and smaller apartments, and one ducted system will be installed in two-bedroom and larger apartments. The current electrical systems will not handle the additional electrical loads added in the renovation, so new wiring, subpanels, submeters, and LED lighting will be provided throughout.