

# 2025 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than **12:00 PM** Richmond, VA Time On **March 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 Procore 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 Procore. Contact [TaxCreditApps@virginiahousing.com](mailto:TaxCreditApps@virginiahousing.com) for access to Procore or for the creation of a new deal workcenter. Do not submit any application materials to any email address unless specifically requested by the Virginia Housing LIHTC Allocation Department staff.**

#### Disclaimer:

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

#### Entering Data:

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

#### **Please Note:**

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

#### Assistance:

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

#### Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
Jordan Tawney	jordan.tawney@virginiahousing.com	(804) 343-5892
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Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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## 2025 Low-Income Housing Tax Credit Application For Reservation

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

- \$1,000 Application Fee (**MANDATORY**) - Invoice information will be provided in your Procorem Workcenter
- Electronic 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**)
- Electronic Copy of the Market Study (**MANDATORY** - Application will be disqualified if study is not submitted with application)
- Electronic Copy of the Plans (**MANDATORY**)
- Electronic Copy of the Specifications (**MANDATORY**)
- Electronic Copy of the Existing Condition questionnaire (**MANDATORY if Rehab**)
- Electronic Copy of Unit by Unit Matrix and Scope of Work narrative (**MANDATORY if Rehab**)
- Electronic Copy of the Physical Needs Assessment (**MANDATORY at reservation for a 4% rehab request**)
- Electronic Copy of Appraisal (**MANDATORY** if acquisition credits requested)
- Electronic Copy of Environmental Site Assessment (Phase I) (**MANDATORY if 4% credits requested**)
- Electronic Copy of Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests (**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 Virginia 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-134

## A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 6/25/2025

1. Development Name: Stone Ridge Towns

2. Address (line 1): West side of Gum Springs Road (Rt 659), Appr  
 Address (line 2):  
 City: Aldie State: VA Zip: 20105

3. If complete address is not available, provide longitude and latitude coordinates (x,y) from a location on site that your surveyor deems appropriate. Longitude: 38.92343 Latitude: -77.54557  
 (Only necessary if street address or street intersections are not available.)

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

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

6. Development is located in the census tract of: 6118.11

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

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

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

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

11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE  
 (If 9, 10 or 11 are True, **Action:** Provide required form in TAB K1)

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

<u>3%</u>	<u>10%</u>	<u>12%</u>
<u>FALSE</u>	<u>TRUE</u>	<u>FALSE</u>

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

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

**Enter only Numeric Values below:**

15. Congressional District: 10  
 Planning District: 8  
 State Senate District: 32  
 State House District: 26

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

The Stone Ridge Towns project will deliver 24 newly constructed, rent-restricted Energy Star townhome units within the established Stone Ridge Homeowners Association (HOA) community in Loudoun County. This development is designed to maximize the preservation and creation of deeply affordable rental housing for households with the greatest need. All 24 units will be targeted to households earning at or below 60% of the Area Median Income (AMI) and will carry a 75-year rent restriction, ensuring long-term affordability and housing stability.

## A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 6/25/2025

## 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:

Tim Hemstreet

Chief Executive Officer's Title:

County Administrator of Loudoun County

Phone:

703-777-0100

Street Address:

1 Harrison Street SE

City:

Leesburg

State: va

Zip: 20175

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

Cam Jones, Affordable Housing Obbudsman

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

Chief Executive Officer's Name:

Phone:

Chief Executive Officer's Title:

Street Address:

State: \_\_\_\_\_

Zip: \_\_\_\_\_

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

## B. RESERVATION REQUEST INFORMATION

## 1. Requesting Credits From:

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

or

b. If requesting Tax Exempt Bond credits, select development type:

For Tax Exempt Bonds, where are bonds being issued?

New Construction

VA Housing Bond Issuance

**ACTION:** Provide Inducement Resolution at TAB Y (if available)**Skip to Number 4 below.**

## 2. Type(s) of Allocation/Allocation Year

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2025.b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2025, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2025 credits pursuant to Section 42(h)(1)(E).

## 3. Select Building Allocation type:

New Construction

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

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

FALSE

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

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

FALSE

If true, provide name of companion development: \_\_\_\_\_

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

TRUE

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

Total Units within 9% allocation request?

0

Total Units within 4% Tax Exempt allocation Request?

0

Total Units:

0

% of units in 4% Tax Exempt Allocation Request:

0.00%

## 6. Extended Use Restriction

**Note:** Each recipient of an allocation of credits will be required to record an **Extended Use Agreement** as required by the IRC governing the use of the development for low-income housing for at least 30 years. Applicant waives the right to pursue a Qualified Contract.**Must Select One:** 50**Definition of selection:**

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

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

TRUE

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

## C. OWNERSHIP INFORMATION

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

## 1. Owner Information:

Must be an individual or legally formed entity.

a. Owner Name: Stone Ridge Towns VA LLCDeveloper Name: Stone Ridge Towns Developer LLCContact: M/M ▶ Mr. First: Charles MI: F Last: Irick Jr.Address: 1515 Mockingbird Lane, Suite 1010City: Charlotte St. ▶ NC Zip: 28209Phone: (980) 335-2032 Ext.        Fax:       Email address: charlie@fitchirick.comFederal I.D. No.        (If not available, obtain prior to Carryover Allocation.)Select type of entity: ▶ limited liability company Formation State: ▶ Virginia

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

Anderea Gonzales, anderea@fitchirick.com - 980-335-2039

**ACTION:**

- Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) (**Mandatory TAB A**)
- Provide Certification from Virginia State Corporation Commission (**Mandatory TAB B**)
- Complete the Principals' Previous Participation Certification tabs within this spreadsheet. Include signed in Application PDF.
- Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (**Mandatory at TABS A/D**)

b. FALSE Indicate if at least one principal listed within Org Chart qualifies for socially disadvantaged status and has at least 25% ownership interest in the controlling general partner or managing member as defined in the manual.

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

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

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

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

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

If True above, what property placed in service?

**D. SITE CONTROL**

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

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

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

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

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

Applicant controls site by (select one):

**Select Type:**  Purchase Contract

**Expiration Date:** 3/31/2026

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.

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 3/31/2026 .

c. FALSE ..... There is more than one site for development and more than one expected date of acquisition by Owner.

(If c is **True**, provide documentation for each site specifying number of existing buildings on the site, if any, and expected date of acquisition of each site by Owner (**Tab E**)).

**D. SITE CONTROL****3. Seller Information:**Name: Van Metre Homes at Stone Ridge VII, L.L.C. c/o Van Metre CompaniesAddress: 9900 Main Street, Suite 500City: Fairfax St.: VA Zip: 22031Contact Person: Roy Barnett Phone: (703) 425-2600There is an identity of interest between the seller and the owner/applicant..... TRUEIf above statement is **TRUE**, complete the following:

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
Beau Van Metre Family Trust	(703) 425-6000	GP	22.05%
AVMP 2017 Family Trust	(703) 425-6000	GP	17.15%
Susan Williams Rabil 2012 Irrevocable	(703) 425-6000	GP	9.80%
			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:	Debbie McKenney Blanco Tackaberry 404 N Marshall Street Winston-Salem, NC 27101 Email: dlm@blancolaw.com	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE	Phone: <u>(336) 293-9000</u>	FALSE
2. Tax Accountant:	Tim Smith Bernard Robinson 1501 Highwoods Blvd. Suite 300 Greensboro, NC 27410 Email: tsmith@brccpa.com	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE	Phone: <u>(336) 232-0585</u>	OR
3. Consultant:	Ryne Johnson Astoria LLC 3450 Lady Marian Ct Midlothian VA 23113 Email: rynejohnson@astoriallc.com	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE	Phone: <u>(804) 320-0585</u>	Role: Consultant
4. Management Entity:	Fitch Irick Property Management Fitch Irick Property Management 1515 Mockingbird Lane, Suite 1010 Charlotte, NC 28209 Email: dgantos@fitchirick.com	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE	Phone: <u>(704) 594-2915</u>	TRUE
5. Contractor:	Van Metre Construction Van Metre Construction 9900 Main St. Suite 500 Fairfax, VA 22031 Email: rbarnette@vanmetrehomes.com	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE	Phone: <u>(804) 367-8500</u>	TRUE
6. Architect:	Van Metre Architecture, Inc Chris Fox 9900 Main St, Suite 500 Fairfax, VA 22031 Email: cfox@vanmetrehomes.com	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE	Phone: <u>(804) 367-8500</u>	OR

## E. DEVELOPMENT TEAM INFORMATION

7. Real Estate Attorney:	Debbie McKinney Firm Name: Blanco Tackaberry & Matamoros, P.A. Address: 404 N Marshall St City, State, Zip: Winston-Salem, NC 27101 Email: dlm@blancolaw.com	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE  Phone: <input type="text" value=" (336) 293-9045"/>	FALSE OR <input checked="" type="checkbox"/>
8. Mortgage Banker:	Ryne Johnson Firm Name: Astoria LLC Address: 3450 Lady Marian Ct City, State, Zip: Midlothian VA 23113 Email: rynejohnson@astoriallc.com	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE  Phone: <input type="text" value=" (804) 320-0585"/>	FALSE OR <input checked="" type="checkbox"/>
9. Other 1:	     	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE Role: Phone:	FALSE OR <input checked="" type="checkbox"/>
10. Other 2:	     	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE Role: Phone:	FALSE OR <input checked="" type="checkbox"/>
11. Other 3:	     	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE Role: Phone:	FALSE OR <input checked="" type="checkbox"/>
12. Other 4:	     	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE Role: Phone:	FALSE OR <input checked="" type="checkbox"/>
13. Other 5:	     	This is a Related Entity. DEI Designation? <input checked="" type="checkbox"/> FALSE Veteran Owned Small Bus? <input checked="" type="checkbox"/> FALSE Role: Phone:	FALSE OR <input checked="" type="checkbox"/>

## F. REHAB INFORMATION

### 1. Acquisition Credit Information

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

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

b. This development has received a previous allocation of credits..... FALSE

If so, when was the most recent year that this development received credits?

If this is a preservation deal,

what date did this development enter its Extended Use Agreement period?

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

d. This development is an existing RD or HUD S8/236 development..... FALSE

**Action:** (If True, provide required form in TAB Q)

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

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

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

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

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

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

i. Subsection (I)..... FALSE

ii. Subsection (II)..... FALSE

iii. Subsection (III)..... FALSE

iv. Subsection (IV)..... FALSE

v. Subsection (V)..... FALSE

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

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

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

**F. REHAB INFORMATION****3. Rehabilitation Credit Information**

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

**b. Minimum Expenditure Requirements**

- i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **FALSE**
- ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
- iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
- iv. There are different circumstances for different buildings..... **FALSE**

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

**G. NONPROFIT INVOLVEMENT**

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

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

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

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

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

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

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

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

**B. Type of involvement:**

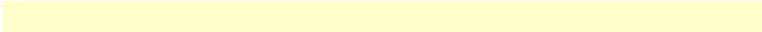
Nonprofit meets eligibility requirement for points only, not pool.....  FALSE

or

Nonprofit meets eligibility requirements for nonprofit pool and points.....  FALSE

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

The nonprofit organization involved in this development is: 

Name: 

Contact Person: 

Street Address: 

City: 

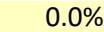
State: 

Zip: 

Phone: 

Contact Email: 

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

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

**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 M

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

## H. STRUCTURE AND UNITS INFORMATION

## 1. General Information

a. Total number of <b>all</b> units in development	24	bedrooms	80
Total number of <b>rental</b> units in development	24	bedrooms	80
Number of low-income rental units	24	bedrooms	80
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	24	bedrooms	80
Number of adaptive reuse units: .....	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....	0		
d. Total Floor Area For The Entire Development.....	44,763.00	(Sq. ft.)	
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	0.00	(Sq. ft.)	
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	0.00		
g. Total Usable Residential Heated Area.....	44,763.00	(Sq. ft.)	
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....	100.00%		
i. Exact area of site in acres .....	0.799		
j. Locality has approved a final site plan or plan of development..... If <b>True</b> , Provide required documentation ( <b>TAB O</b> ). 	FALSE		
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....	FALSE		

**Definition:**

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

## H. STRUCTURE AND UNITS INFORMATION

## 2. UNIT MIX

a. Specify the average size and number per unit type (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.**

Unit Type	Average Sq Foot	# of LIHTC Units	Total Rental 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	1864.00	SF	16
2+ Story 4BR Townhouse	1864.00	SF	8
Note: Please be sure to enter the values in the appropriate unit category. If not, errors will occur on the self scoresheet.			24

## 3. Structures

a. Number of Buildings (containing rental units)..... 24

b. Age of Structure:..... 0 years

c. Maximum Number of stories:..... 3

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

e. Commercial Area Intended Use:

f. Development consists primarily of : (Only One Option Below Can Be True)

i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE

ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE

iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

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

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

h. Development contains an elevator(s).  
If true, # of Elevators. 0  
Elevator Type (if known)

**H. STRUCTURE AND UNITS INFORMATION**

- i. Roof Type ► Pitched
- j. Construction Type ► Frame
- k. Primary Exterior Finish ► Combination

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

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

I. Describe Community Facilities: Part of overall Stone Ridge HOA Amenities

m. Number of Proposed Parking Spaces 74  
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.

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

## I. UTILITIES

## 1. Utilities Types:

- a. Heating Type
- b. Cooking Type
- c. AC Type
- d. Hot Water Type

Heat Pump
Electric
Central Air
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?	TRUE

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	0	0	50	62
Air Conditioning	0	0	0	12	16
Cooking	0	0	0	12	15
Lighting	0	0	0	61	69
Hot Water	0	0	0	29	37
Water	0	0	0	35	42
Sewer	0	0	0	55	70
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$0	\$0	\$254	\$311

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

- a.  TRUE HUD  FALSE Local PHA
- b.  FALSE Utility Company (Estimate)  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.

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- FALSE** a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 0.00%** b1. Percentage of brick covering the exterior walls.
- 0.00%** b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- TRUE** c. All kitchen light fixtures are LED and meet MDCR lighting guidelines.
- TRUE** d. Cooking surfaces are equipped with fire suppression features as defined in the manual
- FALSE** e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.  
or
- FALSE** f. Full bath fans are equipped with a humidistat.
- FALSE** g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
- FALSE** h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
- FALSE** i. Each unit is provided free individual high-speed internet access.  
*(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.)*
- FALSE** j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
- FALSE** k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.  
or
- FALSE** l. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE** m. All interior doors within units are solid core.
- FALSE** n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at **Tab F**.
- FALSE** o. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

**J. ENHANCEMENTS**

**For all developments exclusively serving elderly tenants upon completion of construction/rehabilitation:**

- FALSE a. All cooking ranges have front controls.
- FALSE b. Bathrooms have an independent or supplemental heat source.
- FALSE c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- FALSE d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

**2. Green Certification**

- a. Applicant agrees to meet the base line energy performance standard applicable to the development's construction category as listed above.

The applicant will also obtain one of the following:

<input type="checkbox"/> FALSE Earthcraft Gold or higher certification	<input type="checkbox"/> FALSE National Green Building Standard (NGBS) certification of Silver or higher.
<input type="checkbox"/> FALSE LEED Certification	<input type="checkbox"/> FALSE Enterprise Green Communities (EGC) Certification

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

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

<input type="checkbox"/> FALSE Zero Energy Ready Home Requirements	<input type="checkbox"/> FALSE Passive House Standards
<input type="checkbox"/> FALSE Applicant wishes to claim points from a prior allocation that has received certification for Zero Energy Ready or Passive House Standards. Provide certification at <b>Tab P</b> . 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.
- 0 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.

**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.**



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

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

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

**FALSE**

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

**FALSE**

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

**FALSE**

Supportive Housing (as described in the Tax Credit Manual)

**FALSE**

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

**FALSE**

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

b. The development has existing tenants and a relocation plan has been developed.....

**FALSE**

(If **True**, Virginia Housing policy requires that the impact of economic and/or physical displacement on those tenants be minimized, in which Owners agree to abide by the Authority's Relocation Guidelines for LIHTC properties as described in the manual.)

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

## K. SPECIAL HOUSING NEEDS

## 3. Leasing Preferences

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

Organization which holds waiting list: Loudoun County

Contact person: Janelle Beverly

Title: Housing Choice Voucher Program Manager

Phone Number: (703) 737-8223

Action: Provide required notification documentation (TAB L)

b. Leasing preference will be given to individuals and families with children..... FALSE  
(Less than or equal to 20% of the units must have of 1 or less bedrooms).

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 24  
% of total Low Income Units 100%

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

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

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

## 4. Target Population Leasing Preference

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

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

First Name: Jennifer

Last Name: Ott

Phone Number: (704) 357-6000 Email: [jott@fitchirick.com](mailto:jott@fitchirick.com)

**K. SPECIAL HOUSING NEEDS****5. Rental Assistance**a. Some of the low-income units do or will receive rental assistance..... FALSE

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

FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.FALSE Section 8 New Construction Substantial RehabilitationFALSE Section 8 Moderate RehabilitationFALSE Section 811 CertificatesFALSE Section 8 Project Based AssistanceFALSE RD 515 Rental AssistanceFALSE 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.

FALSEi. If True above, how many of the 30% units will not have project based vouchers? 0d. Number of units receiving assistance: 0How many years in rental assistance contract?  Expiration date of contract:  There is an Option to Renew..... FALSE

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

**6. Public Housing Revitalization**Is this development replacing or revitalizing Public Housing Units? FALSEIf so, how many existing Public Housing units? 0

## L. UNIT DETAILS

## 1. Set-Aside Election:

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

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

## a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
24	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
24	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
0	0.00%	50% Area Median
24	100.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
24	100.00%	<b>Total</b>

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

20-30% Levels            40% Levels            50% levels     

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

## 2. Unit Mix Grid

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

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



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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	3 BR - 2 Bath	60% AMI	16		1864.00	\$2,303.00	\$36,848
Mix 2	4 BR - 2 Bath	60% AMI	8		1864.00	\$2,564.00	\$20,512
Mix 3							\$0
Mix 4							\$0
Mix 5							\$0
Mix 6							\$0
Mix 7							\$0
Mix 8							\$0
Mix 9							\$0
Mix 10							\$0

## L. UNIT DETAILS

Mix 11					\$0
Mix 12					\$0
Mix 13					\$0
Mix 14					\$0
Mix 15					\$0
Mix 16					\$0
Mix 17					\$0
Mix 18					\$0
Mix 19					\$0
Mix 20					\$0
Mix 21					\$0
Mix 22					\$0
Mix 23					\$0
Mix 24					\$0
Mix 25					\$0
Mix 26					\$0
Mix 27					\$0
Mix 28					\$0
Mix 29					\$0
Mix 30					\$0
Mix 31					\$0
Mix 32					\$0
Mix 33					\$0
Mix 34					\$0
Mix 35					\$0
Mix 36					\$0
Mix 37					\$0
Mix 38					\$0
Mix 39					\$0
Mix 40					\$0
Mix 41					\$0
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Mix 56					\$0
Mix 57					\$0
Mix 58					\$0
Mix 59					\$0
Mix 60					\$0
Mix 61					\$0
Mix 62					\$0
Mix 63					\$0
Mix 64					\$0
Mix 65					\$0
Mix 66					\$0
Mix 67					\$0

## L. UNIT DETAILS

Mix 68					\$0
Mix 69					\$0
Mix 70					\$0
Mix 71					\$0
Mix 72					\$0
Mix 73					\$0
Mix 74					\$0
Mix 75					\$0
Mix 76					\$0
Mix 77					\$0
Mix 78					\$0
Mix 79					\$0
Mix 80					\$0
Mix 81					\$0
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Mix 86					\$0
Mix 87					\$0
Mix 88					\$0
Mix 89					\$0
Mix 90					\$0
Mix 91					\$0
Mix 92					\$0
Mix 93					\$0
Mix 94					\$0
Mix 95					\$0
Mix 96					\$0
Mix 97					\$0
Mix 98					\$0
Mix 99					\$0
Mix 100					\$0
<b>TOTALS</b>		24	0		\$57,184

Total Units	24	Net Rentable SF:	TC Units	44,736.00
			MKT Units	0.00
		Total NR SF:		44,736.00

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

**M. OPERATING EXPENSES****Administrative:**

	(type _____)	Use Whole Numbers Only!
1. Advertising/Marketing		\$840
2. Office Salaries		\$0
3. Office Supplies		\$2,000
4. Office/Model Apartment	(type _____)	\$0
5. Management Fee		\$32,415
5.06% of EGI	<u><u>\$1,350.63</u></u>	Per Unit
6. Manager Salaries		\$30,000
7. Staff Unit (s)	(type _____)	\$0
8. Legal		\$6,000
9. Auditing		\$6,600
10. Bookkeeping/Accounting Fees		\$1,200
11. Telephone & Answering Service		\$4,000
12. Tax Credit Monitoring Fee		\$1,080
13. Miscellaneous Administrative		\$5,267
<b>Total Administrative</b>		<u><u>\$89,402</u></u>

**Utilities**

14. Fuel Oil	\$0
15. Electricity	\$1,200
16. Water	\$2,400
17. Gas	\$0
18. Sewer	\$6,600
<b>Total Utility</b>	<u><u>\$10,200</u></u>

**Operating:**

19. Janitor/Cleaning Payroll	\$0
20. Janitor/Cleaning Supplies	\$0
21. Janitor/Cleaning Contract	\$4,800
22. Exterminating	\$1,200
23. Trash Removal	\$0
24. Security Payroll/Contract	\$0
25. Grounds Payroll	\$0
26. Grounds Supplies	\$2,400
27. Grounds Contract	\$4,800
28. Maintenance/Repairs Payroll	\$25,000
29. Repairs/Material	\$0
30. Repairs Contract	\$6,000
31. Elevator Maintenance/Contract	\$0
32. Heating/Cooling Repairs & Maintenance	\$1,800
33. Pool Maintenance/Contract/Staff	\$0
34. Snow Removal	\$0
35. Decorating/Payroll/Contract	\$0
36. Decorating Supplies	\$1,200
37. Miscellaneous	\$0
<b>Totals Operating &amp; Maintenance</b>	<u><u>\$47,200</u></u>

**M. OPERATING EXPENSES****Taxes & Insurance**

38. Real Estate Taxes		\$60,000
39. Payroll Taxes		\$5,500
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$600 per unit	\$14,400
42. Fidelity Bond		\$0
43. Workman's Compensation		\$500
44. Health Insurance & Employee Benefits		\$1,250
45. Other Insurance		\$0
<b>Total Taxes &amp; Insurance</b>		<b>\$81,650</b>

**Total Operating Expense** **\$228,452**

<b>Total Operating Expenses Per Unit</b>	<b>\$9,519</b>	<b>C. Total Operating Expenses as % of EGI</b>	<b>35.64%</b>
--	----------------	--	---------------

**Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)** **\$6,000**

<b>Total Expenses</b>	<b>\$234,452</b>
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## N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	5/25/2025	Anderea Gonzalez
b. Site Acquisition	3/1/2026	Anderea Gonzalez
c. Zoning Approval	7/27/2022	Anderea Gonzalez
d. Site Plan Approval		Anderea Gonzalez
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	7/1/2025	Tom Barry
ii. Conditional Commitment	10/7/2025	Tom Barry
iii. Firm Commitment	10/22/2025	Tom Barry
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	7/1/2025	Tom Barry
ii. Conditional Commitment	10/7/2025	Tom Barry
iii. Firm Commitment	10/22/2025	Tom Barry
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	7/1/2025	Tom Barry
ii. Conditional Commitment	10/7/2025	Tom Barry
iii. Firm Commitment	10/22/2025	Tom Barry
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	Loudoun County HTF	Tom Barry
ii. Application	5/30/2025	Tom Barry
iii. Award/Commitment	9/15/2025	Tom Barry
<b>2. Formation of Owner</b>	5/27/2025	Charlie Irick
<b>3. IRS Approval of Nonprofit Status</b>		
<b>4. Closing and Transfer of Property to Owner</b>	1/22/2025	Anderea Gonzalez
<b>5. Plans and Specifications, Working Drawings</b>	7/15/2025	Anderea Gonzalez
<b>6. Building Permit Issued by Local Government</b>	12/15/2025	Anderea Gonzalez
<b>7. Start Construction</b>	1/25/2025	Anderea Gonzalez
<b>8. Begin Lease-up</b>	10/25/2025	Doris Gantos
<b>9. Complete Construction</b>	1/25/2027	Anderea Gonzalez
<b>10. Complete Lease-Up</b>	2/25/2027	Doris Gantos
<b>11. Credit Placed in Service Date</b>	3/25/2027	Anderea Gonzalez

## 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	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	3,500,000	0	3,500,000	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	<b>3,500,000</b>	<b>0</b>	<b>3,500,000</b>	<b>0</b>
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	2,050,000	0	2,050,000	0
q. Hard Cost Contingency	325,000	0	325,000	0
<b>Total Land Improvements</b>	<b>2,375,000</b>	<b>0</b>	<b>2,375,000</b>	<b>0</b>
<b>Total Structure and Land</b>	<b>5,875,000</b>	<b>0</b>	<b>5,875,000</b>	<b>0</b>
r. General Requirements	507,500	0	507,500	0
s. Builder's Overhead	115,000	0	115,000	0
( 2.0% Contract)				
t. Builder's Profit	200,000	0	200,000	0
( 3.4% Contract)				
u. Bonds	60,000	0	60,000	0
v. Building Permits		0		0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: bldrs risk	10,000	0	10,000	0
z. Other 2: LOC	25,000	0	25,000	0
aa. Other 3:	0	0	0	0
<b>Contractor Costs</b>	<b>\$6,792,500</b>	<b>\$0</b>	<b>\$6,792,500</b>	<b>\$0</b>

**Construction cost per unit:** **\$283,020.83****MAXIMUM COMBINED GR, OVERHEAD & PROFIT =** **\$822,500****ACTUAL COMBINED GR, OVERHEAD & PROFIT =** **\$822,500**

## O. PROJECT BUDGET - OWNER COSTS

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

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	65,000	0	65,000	0
b. Architecture/Engineering Design Fee \$6,250 /Unit)	150,000	0	150,000	0
c. Architecture Supervision Fee \$2,333 /Unit)	56,000	0	56,000	0
d. Tap Fees	428,520	0	428,520	0
e. Environmental	10,000	0	10,000	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	35,000	0	35,000	0
h. Appraisal	15,000	0	15,000	0
i. Market Study	10,000	0	10,000	0
j. Site Engineering / Survey	70,000	0	70,000	0
k. Construction/Development Mgt	15,000	0	15,000	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest ( 0.0% for 0 months)	455,378	0	409,840	0
o. Taxes During Construction	25,000	0	25,000	0
p. Insurance During Construction		0	0	0
q. Permanent Loan Fee ( 0.0% )	0			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	15,000	0	15,000	0
u. Accounting	20,000	0	20,000	0
v. Title and Recording	50,000	0	0	0
w. Legal Fees for Closing	75,000	0	75,000	0
x. Mortgage Banker	50,000	0	0	0
y. Tax Credit Fee	27,432			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	50,000			
ac. Operating Reserve	295,435			
ad. Soft Costs Contingency	50,000	0	50,000	0
ae. Security	50,000	0	50,000	0
af. Utilities	50,000	0	50,000	0
ag. Supportive Service Reserves	0			

## O. PROJECT BUDGET - OWNER COSTS

(1) Other*	specify:		0	0	0
(2) Other*	specify: monitoring fee	1,080	0	0	0
(3) Other*	specify: VHDA Financing Fee	57,666	0	57,666	0
(4) Other*	specify: Lease Up Reserve	24,000	0	0	0
(5) Other *	specify: VHDA Out of Balance	14,107	0	0	0
(6) Other*	specify:	0	0	0	0
(7) Other*	specify:	0	0	0	0
(8) Other*	specify:	0	0	0	0
(9) Other*	specify:	0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$2,114,618	\$0	\$1,557,026	\$0
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)		\$8,907,118	\$0	\$8,349,526	\$0
<b>3. Developer's Fees</b>		1,098,594	0	1,098,594	0
<b>4. Owner's Acquisition Costs</b>					
Land		0			
Existing Improvements		0	0		
Subtotal 4:		\$0	\$0		
<b>5. Total Development Costs</b>					
Subtotal 1+2+3+4:		\$10,005,712	\$0	\$9,448,120	\$0

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

(Provide documentation at **Tab E**)

\$0  
\$0

### Maximum Developer Fee:

**\$1,098.854**

### Proposed Development's Cost per Sq Foot

**\$224 Meets Limits**

#### Applicable Cost Limit by Square Foot:

\$520

### Proposed Development's Cost per Unit

**\$416,905 Meets Limits**

**Applicable Cost Limit per Unit:**

50,481

## P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	(B) Acquisition	(C) Rehab/ New Construction	(D) "70 % Present Value Credit"
<b>1. Total Development Costs</b>	10,005,712	0	9,448,120	0
<b>2. Reductions in Eligible Basis</b>				
a. Amount of federal grant(s) used to finance qualifying development costs	0	0	0	
b. Amount of nonqualified, nonrecourse financing	0	0	0	
c. Costs of nonqualifying units of higher quality (or excess portion thereof)	0	0	0	
d. Historic Tax Credit (residential portion)	0	0	0	
<b>3. Total Eligible Basis (1 - 2 above)</b>	0	9,448,120	0	
<b>4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)</b>				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0	0	
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	0	0	
c. For Green Certification (Eligible Basis x 10%)	0	0	0	
<b>Total Adjusted Eligible basis</b>		9,448,120	0	
<b>5. Applicable Fraction</b>	100.000000%	100.000000%	100.000000%	
<b>6. Total Qualified Basis (Eligible Basis x Applicable Fraction)</b>	0	9,448,120	0	
<b>7. Applicable Percentage</b>	4.00%	4.00%	9.00%	
<b>8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)</b> <i>(Must be same as BIN total and equal to or less than credit amount allowed)</i>	\$0	\$377,925	\$0	
		\$377,925	Combined 30% & 70% P. V. Credit	

## Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. Virginia Housing	07/01/25		\$7,539,508	
2.				
3.				
Total Construction Funding:			\$7,539,508	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
1. Virginia Housing	7/1/2025		\$3,020,000	\$206,880	6.01%	35	35
2. VH REACH	7/1/2025		\$1,435,000	\$75,730	3.95%	35	35
3. VH REACH Plus	7/1/2025		\$1,080,000	\$56,996	3.95%	35	35
4. Loundoun County Housing	5/31/2025		\$1,080,000				
5.							
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$6,615,000	\$339,606			

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

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

## Q. SOURCES OF FUNDS

## 4. Subsidized Funding

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

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

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

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	\$5,150,000
b. RD 515	\$0
c. Section 221(d)(3)	\$0
d. Section 312	\$0
e. Section 236	\$0
f. Virginia Housing REACH Funds	\$1,435,000
g. HOME Funds	\$0
h. Choice Neighborhood	\$0
i. National Housing Trust Fund	\$0
j. Virginia Housing Trust Fund	\$0
k. Other: Loudoun County Housing Funds	\$1,080,000
l. Other: Virginia Housing REACH Plus Funds	\$1,080,000

Market-Rate Loans

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

Grants\*

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

Grants

c. State	
d. Local	
e. Other:	

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

**Q. SOURCES OF FUNDS****6. For Transactions Using Tax-Exempt Bonds Seeking 4% Credits:**

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is:

**54.51%****7. Some of the development's financing has credit enhancements.....****FALSE**

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

---

---

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

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

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

**0** Number of New PBV Vouchers

c. **FALSE** Other

---

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

## R. EQUITY

## 1. Equity

## a. Portion of Syndication Proceeds Attributable to Historic Tax Credit

Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

## b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)

Amount of State HOTC	\$0	x Equity \$	\$0.000	=	\$0
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## c. Equity that Sponsor will Fund:

i. Cash Investment	\$0
ii. Contributed Land/Building	\$0
iii. Deferred Developer Fee	\$140,557
iv. 45L Credit Equity	\$0
v. Other: <span style="background-color: #ffffcc;"> </span>	\$0

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

<b>Equity Total</b>	<u>\$140,557</u>
---------------------	------------------

## 2. Equity Gap Calculation

a. Total Development Cost	\$10,005,712
b. Total of Permanent Funding, Grants and Equity	<u>-</u> \$6,755,557
c. Equity Gap	<u>\$3,250,155</u>
d. Developer Equity	<u>-</u> \$327
e. Equity gap to be funded with low-income tax credit proceeds	\$3,249,828

## 3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	<b>Stratford Capital Group</b>
Contact Person:	<u>Joshua Gould</u>
Street Address:	<u>701 Edgewater Drive Suite 210</u>
City:	<u>Wakefield</u>
	State: <u>Massachusetts</u> Zip: <u>1880</u>

## b. Syndication Equity

i. Anticipated Annual Credits	\$377,925.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.860
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$377,887
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$3,249,828

## c. Syndication:

Private

## d. Investors:

Corporate

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

## 4. Net Syndication Amount

Which will be used to pay for Total Development Costs

\$3,249,828

## 5. Net Equity Factor

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

85.9999474843%

## 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		\$10,005,712
2. Less Total of Permanent Funding, Grants and Equity	-	\$6,755,557
3. Equals Equity Gap		\$3,250,155
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		85.9999474843%
5. Equals Ten-Year Credit Amount Needed to Fund Gap		\$3,779,252
Divided by ten years		10
6. Equals Annual Tax Credit Required to Fund the Equity Gap		\$377,925
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$377,925
8. Requested Credit Amount	For 30% PV Credit: For 70% PV Credit:	\$377,925 \$0
Credit per LI Units		
Credit per LI Bedroom		
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$377,925</b>

- Action:** Provide Attorney's Opinion using Virginia Housing template (**Mandatory Tab H**)

**T. CASH FLOW****1. Revenue**Indicate the estimated monthly income for the **Low-Income Units** (based on Unit Details tab):

Total Monthly Rental Income for LIHTC Units	\$57,184
Plus Other Income Source (list):	\$250
Equals Total Monthly Income:	\$57,434
Twelve Months	x12
Equals Annual Gross Potential Income	\$689,208
Less Vacancy Allowance	7.0%
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<b>\$48,245</b>
	<b>\$640,963</b>

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

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

**Action:** Provide documentation in support of Operating Budget (**TAB R**)**3. Cash Flow (First Year)**

a. Annual EGI Low-Income Units	\$640,963
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$640,963
d. Total Expenses	\$234,452
e. Net Operating Income	\$406,511
f. Total Annual Debt Service	\$339,606
g. Cash Flow Available for Distribution	\$66,905

## 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
<b>Eff. Gross Income</b>	640,963	653,783	666,858	680,196	693,799
<b>Less Oper. Expenses</b>	234,452	241,486	248,730	256,192	263,878
<b>Net Income</b>	406,511	412,297	418,128	424,003	429,922
<b>Less Debt Service</b>	339,606	339,606	339,606	339,606	339,606
<b>Cash Flow</b>	66,905	72,691	78,522	84,397	90,316
<b>Debt Coverage Ratio</b>	1.20	1.21	1.23	1.25	1.27
	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Eff. Gross Income</b>	707,675	721,829	736,266	750,991	766,011
<b>Less Oper. Expenses</b>	271,794	279,948	288,346	296,997	305,907
<b>Net Income</b>	435,881	441,881	447,919	453,994	460,104
<b>Less Debt Service</b>	339,606	339,606	339,606	339,606	339,606
<b>Cash Flow</b>	96,275	102,275	108,313	114,388	120,498
<b>Debt Coverage Ratio</b>	1.28	1.30	1.32	1.34	1.35
	Year 11	Year 12	Year 13	Year 14	Year 15
<b>Eff. Gross Income</b>	781,331	796,957	812,897	829,155	845,738
<b>Less Oper. Expenses</b>	315,084	324,536	334,272	344,301	354,630
<b>Net Income</b>	466,247	472,421	478,624	484,854	491,108
<b>Less Debt Service</b>	339,606	339,606	339,606	339,606	339,606
<b>Cash Flow</b>	126,641	132,815	139,018	145,248	151,502
<b>Debt Coverage Ratio</b>	1.37	1.39	1.41	1.43	1.45

Estimated Annual Percentage Increase in Revenue

2.00% (Must be < 2%)

Estimated Annual Percentage Increase in Expenses

3.00% (Must be > 3%)

## U. Building-by-Building Information

## Must Complete

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

Number of BINS: 4

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

Bldg #	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS			30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit								
	TAX CREDIT UNITS	MARKET RATE UNITS				Street Address 1	Street Address 2	City	State	Zip	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount
1.	6	TBD				Aldie		VA	20105				\$0	\$2,362,030		4.00%	\$94,481					\$0
2.	6	TBD				Aldie		VA	20105				\$0	\$2,362,030		4.00%	\$94,481					\$0
3.	6	TBD				Aldie		VA	20105				\$0	\$2,362,030		4.00%	\$94,481					\$0
4.	6	TBD				Aldie		VA	20105				\$0	\$2,362,030		4.00%	\$94,481					\$0
5.													\$0				\$0					\$0
6.													\$0				\$0					\$0
7.													\$0				\$0					\$0
8.													\$0				\$0					\$0
9.													\$0				\$0					\$0
10.													\$0				\$0					\$0
11.													\$0				\$0					\$0
12.													\$0				\$0					\$0
13.													\$0				\$0					\$0
14.													\$0				\$0					\$0
15.													\$0				\$0					\$0
16.													\$0				\$0					\$0
17.													\$0				\$0					\$0
18.													\$0				\$0					\$0
19.													\$0				\$0					\$0
20.													\$0				\$0					\$0
21.													\$0				\$0					\$0
22.													\$0				\$0					\$0
23.													\$0				\$0					\$0
24.													\$0				\$0					\$0
25.													\$0				\$0					\$0
26.													\$0				\$0					\$0
27.													\$0				\$0					\$0
28.													\$0				\$0					\$0
29.													\$0				\$0					\$0
30.													\$0				\$0					\$0
31.													\$0				\$0					\$0
32.													\$0				\$0					\$0
33.													\$0				\$0					\$0
34.													\$0				\$0					\$0
35.													\$0				\$0					\$0

24 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$9,448,120

\$0

\$0

\$377,925

\$0

Number of BINS: 4

**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:

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

**V. STATEMENT OF OWNER**

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

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

Legal Name of Owner: Stone Ridge Towns VA LLC

By:

Its:



(Title)

**V. STATEMENT OF ARCHITECT**

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

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

Legal Name of Architect:	Christopher A. Fox
Virginia License#:	0401017738
Architecture Firm or Company:	Van Metre Architecture, Inc.

By: Chris Fox

Its: Vice President of Architecture & Building Science  
(Title)

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

**V. Previous Participation Certification****Development Name:** Stone Ridge Towns**Name of Applicant (entity):** Stone Ridge Towns VA LLC

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

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

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

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

1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.

7. None of the Participants 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.

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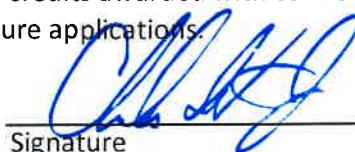
8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants have defaulted on an obligation covered by a surety or performance bond and has not been the subject 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 and failure to certify, I have attached the following, which if not provided will automatically disqualify this Application from consideration:

- A. Supporting documentation sufficient to both outline the relevant facts and circumstances that necessitated each deletion and to explain why such deletion(s) should not result in disqualification; and

B. A draft of Virginia Housing's form Right of First Refusal, which the Applicant commits to properly execute and record as a condition of any reservation or allocation of low-income housing tax credits made with regard to the Development named above.

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



Signature

Charles F. Irick Jr.

Printed Name

6/25/25

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

Development Name:

Stone Ridge Towns

Name of Applicant:

Stone Ridge Towns VA LLC

Principals' Name:

Charles F. Irick Jr.

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Etowan Place Apartments	Goose Creek, SC	Etowan Place SC LLC	704.335.9112	Y	60	60	11/18/2019	2/21/2020	N
2.	Westridge Apartments	Greenville, SC	Westridge SC LLC	704.335.9112	Y	54	54	4/25/2019	12/18/2019	N
3.	Fairington West Apartments	Concord, NC	Fairington West NC LLC	704.335.9112	Y	48	48	8/30/2018	1/8/2020	N
4.	Willow Branch	Madison Heights, VA	Willow Branch VA LLC	704.335.9112	Y	48	48	9/18/2018	3/5/2020	N
5.	Nottoway Manor	Blackstone, VA	Nottoway Manor VA LLC	704.335.9112	Y	28	28	9/18/2018	2/27/2020	N
6.	Oakside Apartments	John's Island, SC	Oakside SC LLC	704.335.9112	Y	38	38	10/25/2018	2/25/2019	N
7.	Mason Manor	Boiling Springs, SC	Mason Manor SC LLC	704.335.9112	Y	98	98	3/17/2017	3/26/2018	N
8.	Heronview	Sterling, VA	Heronview VA LLC	704.335.9112	Y	96	96	12/21/2018	2/11/2020	N
9.	Harmony Village	Galax, VA	Harmony Village VA LLC	704.335.9112	Y	42	42	8/10/2017	2/26/2019	N
10.	Brookshire Apartments	Bassett/VA	Brookshire Apartments VA LLC	704.335.9112	Y	64	64	8/10/2017	2/27/2019	N
11.	Milnwood Village	Farmville, VA	Milnwood Village VA LLC	704.335.9112	Y	40	40	8/10/2017	9/17/2018	N
12.	Lakewood Apartments	Clarksville, VA	Lakewood Apartments VA LLC	704.335.9112	Y	52	52	4/12/2018	2/12/2020	N
13.	Snowden Senior Apartments	Newport News, VA	Snowden Senior Apartments LLC	704.335.9112	Y	68	68	11/3/2017	8/6/2018	N
14.	Rivers Place Apartments	North Charleston, SC	Rivers Place SC LLC	704.335.9112	Y	48	48	12/1/2016	9/12/2017	N
15.	Cedar Terrace	Hendersonville, NC	Cedar Terrace NC LLC	704.335.9112	Y	80	80	9/6/2017	5/25/2018	N
16.	The Assembly	Greenville, SC	Assembly SC LLC	704.335.9112	Y	240	240	8/31/2017	2/27/2018	N
17.	Stone Springs	Dulles, VA	Stone Springs VA LLC	704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
18.	Killian Terrace	Columbia, SC	Killian Terrace SC LLC	704.335.9112	Y	288	288	7/14/2020	7/13/2021	N
19.	Pleasantburg Senior	Greenville, SC	Pleasantburg Senior SC LLC	704.335.9112	Y	38	38	8/12/2020	2/17/2021	N
20.	Grifton Manor	Grifton, NC	Grifton Manor NC LLC	704.335.9112	Y	40	40	7/28/2020	12/7/2021	N
21.	Washington Square	Emporia, VA	Washington Square VA LLC	704.335.9112	Y	24	24	9/30/2019	6/4/2021	N
22.	New River Garden	Radford, VA	New River Gardens VA LLC	704.335.9113	Y	40	40	10/1/2019	6/3/2021	N
23.	Mountain Wood	Taylorsville, NC	Mountain Wood NC LLC	704.335.9114	Y	40	40	6/27/2019	8/31/2020	N
24.	Summerville Villas	Taylorsville, SC	Mountain Wood NC LLC	704.335.9115	Y	42	42	3/28/2019	5/30/2019	N
25.	Stone Terrace	Stonecrest, GA	Stone Terrace GA LLC	704.335.9112	Y	240	240	12/6/2021	10/24/2023	N
26.	Stone Terrace II	Stonecrest, GA	Stone Terrace II GA LLC	704.335.9112	Y	84	84	7/9/2022	6/5/2024	N
27.	Assembly II	Greenville, SC	Assembly II SC LLC	704.335.9112	Y	144	144	7/29/2022	9/13/2023	N
28.	Woodford Trace	Aiken, SC	Woodford Trace SC LLC	704.335.9112	Y	48	48	7/12/2022	5/15/2023	N
29.	Bulls Creek	Charleston, SC	Bulls Creek SC LLC	704.335.9112	Y	57	57	8/18/2022	2/21/2023	N
30.	Cross Creek	South Hill, VA	Cross Creek VA LLC	704.335.9112	Y	19	19	6/17/2021	1/18/2023	N
31.	Ogeechee Place	Savannah, GA	Ogeechee Place GA LLC	704.335.9112	Y	204	204	8/21/2023	10/22/2024	N
32.	Colonel Bluffs	Columbia, SC	Colonel Bluffs SC LLC	704.335.9112	Y	288	288	10/18/2023	2/20/2025	N
33.	Mark at Woodford	Aiken, SC	Mark at Woodford SC LLC	704.335.9112	Y	90	90	1/25/2024	1/30/2025	N
34.	Eastside	Charleston, SC	Eastside SC LLC	704.335.9112	Y	64	64	2/17/2024	12/30/2024	N
35.	Gentry Place	Pickens, SC	Gentry Place SC LLC	704.335.9112	Y	60	60	6/23/2023	10/17/2024	N
	Love Mill	Whiteville, NC	Love Mill NC LLC	704.335.9112	Y	60	60	3/19/2024	12/16/2024	N

\* 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:

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

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

Total:

## 1. READINESS:

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

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

Total:

## 2. HOUSING NEEDS CHARACTERISTICS:

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

Y	0 or up to 5	5.00
N	0 or 20	0.00
0.00%	Up to 60	0.00
N	0 or 5	0.00
N	up to 40	0.00
10%	0, 20, 25 or 30	25.00
N	0 or 15	0.00
Y	Up to 20	20.00
		50.00

Total:

### 3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements	(See calculations below)	4.00
b. <removed for 2025>		0.00
c. HUD 504 accessibility for 10% of units		0.00
d. Proximity to public transportation		10.00
e. Development will be Green Certified		0.00
f. Units constructed to meet Virginia Housing's Universal Design standards		0.00
g. Developments with less than 100 low income units		20.00
h. Historic Structure eligible for Historic Rehab Credits		0.00
i. Meets Target Population Development Characteristics		0.00
	Total:	34.00

#### 4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$154,700	\$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	100.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	0.00%	Up to 50	0.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	0.00%	Up to 50	0.00
Total:			0.00

## 5. SPONSOR CHARACTERISTICS:

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

## 6. EFFICIENT USE OF RESOURCES:

## 7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	35 Years	40 or 70	70.00
or b. Nonprofit or LHA purchase option/ ROFR	N	0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	10 or 15	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	N	up to 10	0.00
g. Team member with Veteran Owned Small Business Certification	N	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	0 or 20	0.00

### 300 Point Threshold - all 9% Tax Credits

#### 200 Point Threshold - Tax Exempt Bonds

**TOTAL SCORE:**

223 50

## Enhancements:

All units have:

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

Max Pts	Score
5	0.00
40	0.00
2	2.00
2	2.00
3	0.00
3	0.00
3	0.00
5	0.00
15	0.00
1	0.00
2	0.00
5	0.00
3	0.00
10	0.00
4	0.00

4.00

All elderly units have:

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

1	0.00
1	0.00
1	0.00
2	0.00
	<hr/>
	0.00

**Total amenities:** 4.00

## Development Summary

### Summary Information

### 2025 Low-Income Housing Tax Credit Application For Reservation

Deal Name:	Stone Ridge Towns
------------	-------------------

Cycle Type:	4% Tax Exempt Bonds Credits	Requested Credit Amount:	\$377,925
Allocation Type:	New Construction	Jurisdiction:	Loudoun County
Total Units	24	Population Target:	General
Total LI Units	24		
Project Gross Sq Ft:	44,763.00	Owner Contact:	Charles Irick Jr.
Green Certified?	FALSE		

Total Score  
223.50

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$6,615,000	\$275,625	\$148	\$339,606
Grants	\$0	\$0		
Subsidized Funding	\$0	\$0		

Uses of Funds - Actual Costs					Total Development Costs	
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC		
Improvements	\$5,875,000	\$244,792	\$131	58.72%		
General Req/Overhead/Profit	\$822,500	\$34,271	\$18	8.22%		
Other Contract Costs	\$95,000	\$3,958	\$2	0.95%		
Owner Costs	\$2,114,618	\$88,109	\$47	21.13%		
Acquisition	\$0	\$0	\$0	0.00%		
Developer Fee	\$1,098,594	\$45,775	\$25	10.98%		
<b>Total Uses</b>	<b>\$10,005,712</b>	<b>\$416,905</b>				

Income	
Gross Potential Income - LI Units	\$689,208
Gross Potential Income - Mkt Units	\$0
Subtotal	\$689,208
Less Vacancy %	7.00%
<b>Effective Gross Income</b>	<b>\$640,963</b>

Rental Assistance? FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$89,402	\$3,725
Utilities	\$10,200	\$425
Operating & Maintenance	\$47,200	\$1,967
Taxes & Insurance	\$81,650	\$3,402
<b>Total Operating Expenses</b>	<b>\$228,452</b>	<b>\$9,519</b>
Replacement Reserves	\$6,000	\$250
<b>Total Expenses</b>	<b>\$234,452</b>	<b>\$9,769</b>

Cash Flow		
EGI	\$640,963	
Total Expenses	\$234,452	
<b>Net Income</b>	<b>\$406,511</b>	
Debt Service	\$339,606	
<b>Debt Coverage Ratio (YR1):</b>	<b>1.20</b>	

Total Development Costs	
Total Improvements	\$8,907,118
Land Acquisition	\$0
Developer Fee	\$1,098,594
<b>Total Development Costs</b>	<b>\$10,005,712</b>

Proposed Cost Limit/Sq Ft: \$224  
Applicable Cost Limit/Sq Ft: \$520  
Proposed Cost Limit/Unit: \$416,905  
Applicable Cost Limit/Unit: \$550,481

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	0
# of 2BR	0
# of 3BR	16
# of 4+ BR	8
<b>Total Units</b>	<b>24</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	0	0
60% AMI	24	24
>60% AMI	0	0
Market	0	0

Income Averaging? FALSE

Extended Use Restriction? 50

**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,  $(40\%/60\%) \times 100$  or 66.67 points.

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

Combined Max	\$377,925
Credit Requested	\$377,925
% of Savings	0.00%
Sliding Scale Points	44.5

Development Name:

Stone Ridge Towns

Name of Applicant:

Stone Ridge Towns VA LLC

Principals' Name:

Hollis M Fitch

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Harrison Terrace	Marion, NC	Harrison Terrace NC LLC	704.335.9112	Y	60	60	11/21/2016	6/13/2017	N
2.	Etiwan Place Apartments	Goose Creek, SC	Etiwan Place SC LLC	704.335.9112	Y	60	60	11/18/2019	2/21/2020	N
3.	Westridge Apartments	Greenville, SC	Westridge SC LLC	704.335.9112	Y	54	54	4/25/2019	12/18/2019	N
4.	Fairington West Apartments	Concord, NC	Fairington West NC LLC	704.335.9112	Y	48	48	8/30/2018	1/8/2020	N
5.	Willow Branch	Madison Heights, VA	Willow Branch VA LLC	704.335.9112	Y	48	48	9/18/2018	3/5/2020	N
6.	Nottoway Manor	Blackstone, VA	Nottoway Manor VA LLC	704.335.9112	Y	28	28	9/18/2018	2/27/2020	N
7.	Oakside Apartments	John's Island, SC	Oakside SC LLC	704.335.9112	Y	38	38	10/25/2018	2/25/2019	N
8.	Mason Manor	Boiling Springs, SC	Mason Manor SC LLC	704.335.9112	Y	98	98	3/17/2017	3/26/2018	N
9.	Heronview	Sterling, VA	Heronview VA LLC	704.335.9112	Y	96	96	12/21/2018	2/11/2020	N
10.	Harmony Village	Galax, VA	Harmony Village VA LLC	704.335.9112	Y	42	42	8/10/2017	2/26/2019	N
11.	Brookshire Apartments	Bassett/VA	Brookshire Apartments VA LLC	704.335.9112	Y	64	64	8/10/2017	2/27/2019	N
12.	Milnwood Village	Farmville, VA	Milnwood Village VA LLC	704.335.9112	Y	40	40	8/10/2017	9/17/2018	N
13.	Lakewood Apartments	Clarksville, VA	Lakewood Apartments VA LLC	704.335.9112	Y	52	52	4/12/2018	2/12/2020	N
14.	Snowden Senior Apartments	Newport News, VA	Snowden Senior Apartments LLC	704.335.9112	Y	68	68	11/3/2017	8/6/2018	N
15.	Rivers Place Apartments	North Charleston, SC	Rivers Place SC LLC	704.335.9112	Y	48	48	12/1/2016	9/12/2017	N
16.	Cedar Terrace	Hendersonville, NC	Cedar Terrace NC LLC	704.335.9112	Y	80	80	9/6/2017	5/25/2018	N
17.	The Assembly	Greenville, SC	Assembly SC LLC	704.335.9112	Y	240	240	8/31/2017	2/27/2018	N
18.	Stone Springs	Dulles, VA	Stone Springs VA LLC	704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
19.	Killian Terrace	Columbia, SC	Killian Terrace SC LLC	704.335.9112	Y	288	288	7/14/2020	7/13/2021	N
20.	Pleasantburg Senior	Greenville, SC	Pleasantburg Senior SC LLC	704.335.9112	Y	38	38	8/12/2020	2/17/2021	N
21.	Grifton Manor	Grifton, NC	Grifton Manor NC LLC	704.335.9112	Y	40	40	7/28/2020	12/7/2021	N
22.	Washington Square	Emporia, VA	Washington Square VA LLC	704.335.9112	Y	24	24	9/30/2019	6/4/2021	N
23.	New River Garden	Radford, VA	New River Gardens VA LLC	704.335.9113	Y	40	40	10/1/2019	6/3/2021	N
24.	Mountain Wood	Taylorsville, NC	Mountain Wood NC LLC	704.335.9114	Y	40	40	6/27/2019	8/31/2020	N
25.	Summerville Villas	Taylorsville, SC	Mountain Wood NC LLC	704.335.9115	Y	42	42	3/28/2019	5/30/2019	N
26.	Stone Terrace	Stonecrest, GA	Stone Terrace GA LLC	704.335.9112	Y	240	240	12/6/2021	10/24/2023	N
27.	Stone Terrace II	Stonecrest, GA	Stone Terrace II GA LLC	704.335.9112	Y	84	84	7/9/2022	6/5/2024	N
28.	Assembly II	Greenville, SC	Assembly II SC LLC	704.335.9112	Y	144	144	7/29/2022	9/13/2023	N
29.	Woodford Trace	Aiken, SC	Woodford Trace SC LLC	704.335.9112	Y	48	48	7/12/2022	5/15/2023	N
30.	Bulls Creek	Charleston, SC	Bulls Creek SC LLC	704.335.9112	Y	57	57	8/18/2022	2/21/2023	N
31.	Cross Creek	South Hill, VA	Cross Creek VA LLC	704.335.9112	Y	19	19	6/17/2021	1/18/2023	N
32.	Ogeechee Place	Savannah, GA	Ogeechee Place GA LLC	704.335.9112	Y	204	204	8/21/2023	10/22/2024	N
33.	Colonel Bluffs	Columbia, SC	Colonel Bluffs SC LLC	704.335.9112	Y	288	288	10/18/2023	2/20/2025	N
34.	Mark at Woodford	Aiken, SC	Mark at Woodford SC LLC	704.335.9112	Y	90	90	1/25/2024	1/30/2025	N
35.	Eastside	Charleston, SC	Eastside SC LLC	704.335.9112	Y	64	64	2/17/2024	12/30/2024	N
	Gentry Place	Pickens, SC	Gentry Place SC LLC	704.335.9112	Y	60	60	6/23/2023	10/17/2024	N
	Love Mill	Whiteville, NC	Love Mill NC LLC	704.335.9112	Y	60	60	3/19/2024	12/16/2024	N

Development Name:

Stone Ridge Towns

Name of Applicant:

Stone Ridge Towns VA LLC

Principals' Name:

Ira M Slomka

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Etowan Place Apartments	Goose Creek, SC	Etowan Place SC LLC	704.335.9112	Y	60	60	11/18/2019	2/21/2020	N
2.	Westridge Apartments	Greenville, SC	Westridge SC LLC	704.335.9112	Y	54	54	4/25/2019	12/18/2019	N
3.	Fairington West Apartments	Concord, NC	Fairington West NC LLC	704.335.9112	Y	48	48	8/30/2018	1/8/2020	N
4.	Willow Branch	Madison Heights, VA	Willow Branch VA LLC	704.335.9112	Y	48	48	9/18/2018	3/5/2020	N
5.	Nottoway Manor	Blackstone, VA	Nottoway Manor VA LLC	704.335.9112	Y	28	28	9/18/2018	2/27/2020	N
6.	Oakside Apartments	John's Island, SC	Oakside SC LLC	704.335.9112	Y	38	38	10/25/2018	2/25/2019	N
7.	Mason Manor	Boiling Springs, SC	Mason Manor SC LLC	704.335.9112	Y	98	98	3/17/2017	3/26/2018	N
8.	Heronview	Sterling, VA	Heronview VA LLC	704.335.9112	Y	96	96	12/21/2018	2/11/2020	N
9.	Harmony Village	Galax, VA	Harmony Village VA LLC	704.335.9112	Y	42	42	8/10/2017	2/26/2019	N
10.	Brookshire Apartments	Bassett/VA	Brookshire Apartments VA LLC	704.335.9112	Y	64	64	8/10/2017	2/27/2019	N
11.	Milnwood Village	Farmville, VA	Milnwood Village VA LLC	704.335.9112	Y	40	40	8/10/2017	9/17/2018	N
12.	Lakewood Apartments	Clarksville, VA	Lakewood Apartments VA LLC	704.335.9112	Y	52	52	4/12/2018	2/12/2020	N
13.	Snowden Senior Apartments	Newport News, VA	Snowden Senior Apartments LLC	704.335.9112	Y	68	68	11/3/2017	8/6/2018	N
14.	Rivers Place Apartments	North Charleston, SC	Rivers Place SC LLC	704.335.9112	Y	48	48	12/1/2016	9/12/2017	N
15.	Cedar Terrace	Hendersonville, NC	Cedar Terrace NC LLC	704.335.9112	Y	80	80	9/6/2017	5/25/2018	N
16.	The Assembly	Greenville, SC	Assembly SC LLC	704.335.9112	Y	240	240	8/31/2017	2/27/2018	N
17.	Stone Springs	Dulles, VA	Stone Springs VA LLC	704.335.9112	Y	128	128	9/24/2019	5/13/2020	N
18.	Killian Terrace	Columbia, SC	Killian Terrace SC LLC	704.335.9112	Y	288	288	7/14/2020	7/13/2021	N
19.	Pleasantburg Senior	Greenville, SC	Pleasantburg Senior SC LLC	704.335.9112	Y	38	38	8/12/2020	2/17/2021	N
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21.	Washington Square	Emporia, VA	Washington Square VA LLC	704.335.9112	Y	24	24	9/30/2019	6/4/2021	N
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26.	Stone Terrace II	Stonecrest, GA	Stone Terrace II GA LLC	704.335.9112	Y	84	84	7/9/2022	6/5/2024	N
27.	Assembly II	Greenville, SC	Assembly II SC LLC	704.335.9112	Y	144	144	7/29/2022	9/13/2023	N
28.	Woodford Trace	Aiken, SC	Woodford Trace SC LLC	704.335.9112	Y	48	48	7/12/2022	5/15/2023	N
29.	Bulls Creek	Charleston, SC	Bulls Creek SC LLC	704.335.9112	Y	57	57	8/18/2022	2/21/2023	N
30.	Cross Creek	South Hill, VA	Cross Creek VA LLC	704.335.9112	Y	19	19	6/17/2021	1/18/2023	N
31.	Ogeechee Place	Savannah, GA	Ogeechee Place GA LLC	704.335.9112	Y	204	204	8/21/2023	10/22/2024	N
32.	Colonel Bluffs	Columbia, SC	Colonel Bluffs SC LLC	704.335.9112	Y	288	288	10/18/2023	2/20/2025	N
33.	Mark at Woodford	Aiken, SC	Mark at Woodford SC LLC	704.335.9112	Y	90	90	1/25/2024	1/30/2025	N
34.	Eastside	Charleston, SC	Eastside SC LLC	704.335.9112	Y	64	64	2/17/2024	12/30/2024	N
35.	Gentry Place	Pickens, SC	Gentry Place SC LLC	704.335.9112	Y	60	60	6/23/2023	10/17/2024	N
	Love Mill	Whiteville, NC	Love Mill NC LLC	704.335.9112	Y	60	60	3/19/2024	12/16/2024	N

\* 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.

Development Name:

Stone Ridge Towns

Name of Applicant:

Stone Ridge Towns VA LLC

Principals' Name:

Robert Lampher

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.					Y/N					Y/N
2.										
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Development Name:

Stone Ridge Towns

Name of Applicant:

Stone Ridge Towns VA LLC

Principals' Name:

Dennis Quick

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.					Y/N					Y/N
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Development Name:

Stone Ridge Towns

Name of Applicant:

Principals' Name:

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
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# Tab A:

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

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN

STONE RIDGE TOWNS VA LLC  
OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") of Stone Ridge Towns VA LLC, a Virginia limited liability company (the "Company") is made as of the 27<sup>th</sup> day of May, 2025, by and among the undersigned sole member of Stone Ridge Towns VA LLC, a Virginia limited liability company (the "Company"), such person being hereinafter referred to as a "Member," the sole manager of the Company, as identified below, and the Company. The Company was organized as a Virginia limited liability company upon the filing of Articles of Organization with the Virginia State Corporation Commission's office pursuant to the Virginia Limited Liability Company Act (the "Act").

## ARTICLE 1

### ORGANIZATION

#### **1.1 EFFECTIVE DATE OF AGREEMENT; ENFORCEABILITY.**

The effective date of this Agreement (the "Effective Date") shall be May 27, 2025, the effective date of the formation of the Company.

#### **1.2 COMPANY'S NAME, PURPOSE, ETC.**

The Company's name, registered agent, registered office address, principal office address, duration and form of management shall be as set forth in the Articles of Organization.

#### **1.3 PURPOSE AND POWERS.**

(a) The purpose and business of the Company shall be to enter into any lawful transaction or engage in any lawful activity for which limited liability companies may be organized under the Act, except as may be limited or restricted by the Company's Articles of Organization, including ownership, development and operation of that apartment complex in Loudoun County, Virginia to be known as Stone Ridge Towns ("Project").

(b) The Company shall have any and all powers which are necessary or desirable to carry out the purpose and business of the Company, to the extent that such powers may be legally exercised by limited liability companies under the Act.

## ARTICLE 2

### MANAGEMENT

## **2.1 DESIGNATION AND NUMBER OF MANAGERS.**

The Company shall have one manager (the “Manager”) which is Stone Ridge Towns GP LLC, unless another Manager is designated by the Member in writing.

## **2.2 GRANT OF POWER AND AUTHORITY.**

The business and affairs of the Company shall be managed by its Manager. The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company and to perform any and all other acts or activities customary or incident to the management of the Company’s affairs, except the following which shall require the prior consent of the Member:

- (a) Disallowed Actions. Taking any action in contravention of this Agreement;
- (b) Company Property. Possessing Company property or assigning rights in Company property for other than a Company purpose;
- (c) Ordinary Business. Taking any action which would make it impossible to carry on the ordinary business of the Company;
- (d) Amendments. Amending this Agreement or the Articles of Organization;
- (e) Dispose of Assets. Selling, transferring or otherwise disposing of all or substantially all of the assets of the Company;
- (f) Loans; Encumber Assets. Encumbering all or substantially all of the assets of the Company;
- (g) Confess a Judgment. Confessing a judgment against the Company;
- (h) Bankruptcy. Filing or consenting to the filing of a petition for or against the Company under any federal or state bankruptcy, insolvency or reorganization act;
- (i) Subject Member to Liability. Taking any action that would subject the Member to liability or taking any action which would cause the Company to be treated other than as a disregarded entity for federal income tax purposes or under the laws of any applicable jurisdiction; and
- (j) Reorganize Company. Changing or reorganizing the Company into any other legal form.

## **2.3 DELEGATION OF AUTHORITY; OFFICERS.**

The Manager may delegate responsibility for the day-to-day management of the Company to persons retained by the Manager who shall have and exercise on behalf of the Company all powers and rights necessary or convenient to carry out such management responsibilities. In addition, the Manager may assign titles (including but not limited to, president, vice president, secretary, assistant secretary, treasurer and assistant treasurer) to any such person. Unless the Manager resolves otherwise, if the title is one commonly used for officers of a business corporation formed under the Virginia Business Corporation Act, the assignment of such title shall constitute the delegation to such person of the authority and duties that are normally associated with that office. Any number of titles may be held by the same person. Any delegation pursuant to this Section may be revoked at any time by the Manager. Such persons may be paid such compensation as determined by the Manager from time to time.

#### **2.4 INDEMNIFICATION OF A MANAGER.**

The Company shall indemnify a Manager to the fullest extent permitted or required by the Act, and the Company may advance expenses incurred by a Manager upon the approval of the Member and the receipt by the Company of an undertaking by the Manager to reimburse the Company unless it is ultimately determined that the Manager is entitled to be indemnified by the Company against such expenses. The Company may also indemnify its employees and other representatives or agents up to the fullest extent permitted under the Act or other applicable law, provided that the indemnification in each such situation is first approved by the Manager.

#### **2.5 LIMITED LIABILITY OF A MANAGER.**

No Manager of the Company shall be liable to the Company for monetary damages for an act or omission in such person's capacity as a Manager, except as provided in the Act for (i) acts or omissions which a Manager knew at the relevant time were clearly in conflict with the interests of the Company; (ii) any transaction from which a Manager derived an improper personal benefit; or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the Act is amended to authorize further elimination of or limitations on the liability of Manager, then the liability of the Manager shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Section shall not adversely affect the rights of a Manager existing at the time of such repeal or modification. The provisions of this Section shall also apply to any person to whom the Manager has delegated management authority.

#### **2.6 COMPENSATION AND EXPENSES OF A MANAGER.**

For a Manager who is not also the Member, the salary and other compensation of such Manager shall be fixed from time to time by the Member. The Company shall pay all costs and expenses arising from or relating to the Company's business, including reimbursement of a Manager for expenses incurred in providing services to the Company.

#### **2.7 DEALINGS WITH AFFILIATES.**

No transaction with the Company including, but not limited to, employing, contracting or dealing with, from time to time, an affiliate of the Manager or lending money to the Company, shall be voidable solely because the Manager has a direct or indirect interest in the transaction if the

material facts of the transaction and the Manager's interest are disclosed to the Member who authorizes, approves or ratifies the transaction.

## **ARTICLE 3**

### **CAPITAL CONTRIBUTIONS AND LOAN**

#### **3.1 CAPITAL CONTRIBUTIONS**

The Member has an attributed capital account in the Company as determined by the Company's accountants (the "Contribution").

#### **3.2 NO DUTY TO MAKE ADDITIONAL CONTRIBUTIONS OR LOANS.**

The Member shall have no duty to make additional contributions or loans to the Company.

## **ARTICLE 4**

### **ALLOCATIONS AND DISTRIBUTIONS OF COMPANY PROFITS**

#### **4.1 ALLOCATIONS OF PROFITS AND LOSSES AND ALLOCATIONS OF DISTRIBUTIONS.**

Only the Member shall be entitled to allocations of Company profits and losses and to distributions of Company profits and other assets. No other person shall have any right to any such allocations or distributions.

#### **4.2 DECISIONS CONCERNING ALLOCATIONS, ETC.**

It shall be within the sole and exclusive discretion of the Member to decide:

- (a) Whether to make allocations of profits and losses to the Member;
- (b) Whether to make distributions of profits and other assets to the Member; and
- (c) When and in what amounts to make any such allocation or distribution.

PROVIDED, that the Company shall make no such distribution to the extent that, immediately after the distribution, the Company's liabilities would exceed its assets.

## **ARTICLE 5**

### **MEMBERSHIP**

#### **5.1 DECISION-MAKING.**

Except as specifically provided herein, the Member, in its capacity as a Member, shall not take

part in the management or control of the business of, nor transact any business for, the Company, nor shall it have any power to sign for or to bind the Company.

## **5.2 LIMITED LIABILITY OF MEMBER.**

The Member shall not be personally obligated to any third party for any debt, obligation or liability of the Company solely by reason of being a member, provided however, the Member shall be liable for his conduct in his individual capacity as provided by law.

## **5.3 NO DUTY TO RECORD DECISIONS, ETC.**

The Member in the Member's capacity as a member or manager shall have no duty to record in writing or otherwise any decision in the Member's capacity as a member or manager, and the Member's failure to make any such record shall not impair the validity of any such decision.

## **5.4 FIDUCIARY DUTIES OF MEMBER.**

The Member as member shall have no fiduciary duties toward the Company, including any duty of care or loyalty.

## **5.5 INDEMNIFICATION OF MEMBER.**

The Company shall fully indemnify the Member for any claim against the Member in the Member's capacity as a member. The Company shall advance litigation expenses to the Member for any claim against the Member in the Member's capacity as a member.

## **5.6 ADMISSION OF ADDITIONAL MEMBERS.**

Whether additional members shall be admitted as members of the Company shall be in the sole discretion of the Member.

## **5.7 AMENDMENT OF AGREEMENT IF COMPANY HAS MULTIPLE MEMBERS**

If, at any time, the Company has two or more members, the members shall, with reasonable promptness, make all amendments to this Agreement necessary to reflect their agreement concerning the allocation of the Company's profits and losses, the allocation of management rights, buy-sell rights or obligations and other appropriate matters.

# **ARTICLE 6**

## **TRANSFERS AND PLEDGES OF MEMBERSHIP INTERESTS**

### **6.1 TRANSFERS OF MEMBERSHIP RIGHTS - IN GENERAL.**

The Member, in the Member's sole discretion, may transfer (whether by sale, gift or otherwise) all or any part of the Member's membership rights, including economic and non-economic rights, to any person at any time. The Member may make any such transfer under any terms and conditions

that the Member deems appropriate.

## **6.2 PLEDGES.**

The Member shall have exclusive and absolute discretion to pledge all or any part of the Member's membership rights to any person at any time as collateral for any debt of the Member. The Member may make any such pledge under any terms and conditions that the Member deems appropriate.

## **ARTICLE 7**

### **COMPANY BOOKS OF ACCOUNT, REPORTS, ETC.**

#### **7.1 BANK ACCOUNTS.**

Any bank account or accounts of the Company shall be maintained in the bank approved by the Manager. The terms governing such account shall be determined by the Manager, and withdrawals from such bank account shall only be made by such parties as may be approved by the Manager. Any account opened for the Company shall not be commingled with other funds of the Member or of the Manager.

#### **7.2 COMPANY METHOD OF ACCOUNTING.**

The Company shall use the method of accounting for its books and for tax purposes as is determined by the Manager from time to time.

## **ARTICLE 8**

### **DISSOLUTION**

#### **8.1 DEFINITION OF DISSOLUTION, WINDING UP AND LIQUIDATION.**

For purposes of this Agreement:

- (a) **Dissolution.** The dissolution of the Company shall mean the cessation of its normal business activities and the beginning of the process of its winding up and liquidation.
- (b) **Winding Up.** The winding up of the Company shall mean the process of concluding its existing business activities and internal affairs and preparing for its liquidation.
- (c) **Liquidation.** The liquidation of the Company shall mean the sale or other disposition of its assets and the distribution of its assets (or the distribution of the proceeds of the sale or other disposition of its assets) to its creditors and to the Member.

#### **8.2 DISSOLUTION OF COMPANY.**

The Member, in the Member's sole and absolute discretion, may determine whether and when to dissolve the Company. The Company shall be dissolved immediately upon the Member's decision to dissolve it.

### **8.3 FILING OF ARTICLES OF DISSOLUTION.**

Upon determining to dissolve the Company, the Manager shall file Articles of Dissolution with the State Corporation Commission.

### **8.4 DATE OF TERMINATION OF LEGAL EXISTENCE OF COMPANY.**

The Articles of Dissolution shall set forth the effective date of the cancellation of the Company's Articles of Organization. On that date, the legal existence of the Company shall terminate.

### **8.5 WINDING UP AND LIQUIDATION OF COMPANY; DISTRIBUTION OF COMPANY ASSETS.**

Promptly after determining to terminate the legal existence of the Company, the Manager shall wind up its business and internal affairs, shall liquidate the Company, and shall distribute its assets to the Member and to the Company's creditors as required by the Act.

### **8.6 SATISFACTION OF COMPANY'S KNOWN AND UNKNOWN DEBTS.**

In connection with the winding-up of the Company, the Manager shall take all appropriate measures to:

- (a) Comply with applicable federal and state tax laws and other laws relating to entity dissolutions; and
- (b) Bar known and unknown claims against the Company to the extent possible under Virginia law.

## **ARTICLE 9**

### **TERM AND TERMINATION**

The term of this Agreement shall begin on the Effective Date and shall end upon the earlier of the date on which the:

- (a) Company ceases to exist under this Agreement or under applicable law; or
- (b) Member determines to terminate this Agreement.

## ARTICLE 10

### MISCELLANEOUS PROVISIONS

#### **10.1 ENTIRE AGREEMENT.**

This Agreement contains the complete agreement between the parties concerning its subject matter, and it replaces all earlier agreements, whether written or oral, concerning its subject matter.

#### **10.2 AMENPMENTS.**

No amendment of this Agreement or of the Articles of Organization shall be valid unless set forth in a writing signed by the Company and the Member.

#### **10.3 GOVERNING LAW.**

This Agreement shall be governed by Virginia law.

#### **10.4 CAPTIONS.**

Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

#### **10.5 INCORPORATION OF ARTICLES OF ORGANIZATION, ETC.**

The Articles of Organization of the Company and all exhibits referred to in this Agreement are incorporated into this Agreement and made a part hereof.

**[SEPARATE SIGNATURE PAGE FOLLOWS]**

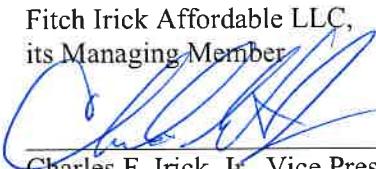
**EXECUTION PAGE  
TO THE  
OPERATING AGREEMENT  
OF  
STONE RIDGE TOWNS VA LLC  
A Virginia Limited Liability Company**

IN WITNESS WHEREOF, the undersigned, being the current Member and the current Manager, have adopted this Agreement and caused this Agreement to be adopted by the Company effective as of the Effective Date, and do assume and agree to be bound by and to perform all of the terms and provisions set forth in this Agreement.

**MEMBER and MANAGER:**

**STONE RIDGE TOWNS GP LLC**

By: Fitch Irick Affordable LLC,  
its Managing Member

By:   
Charles F. Irick, Jr., Vice President

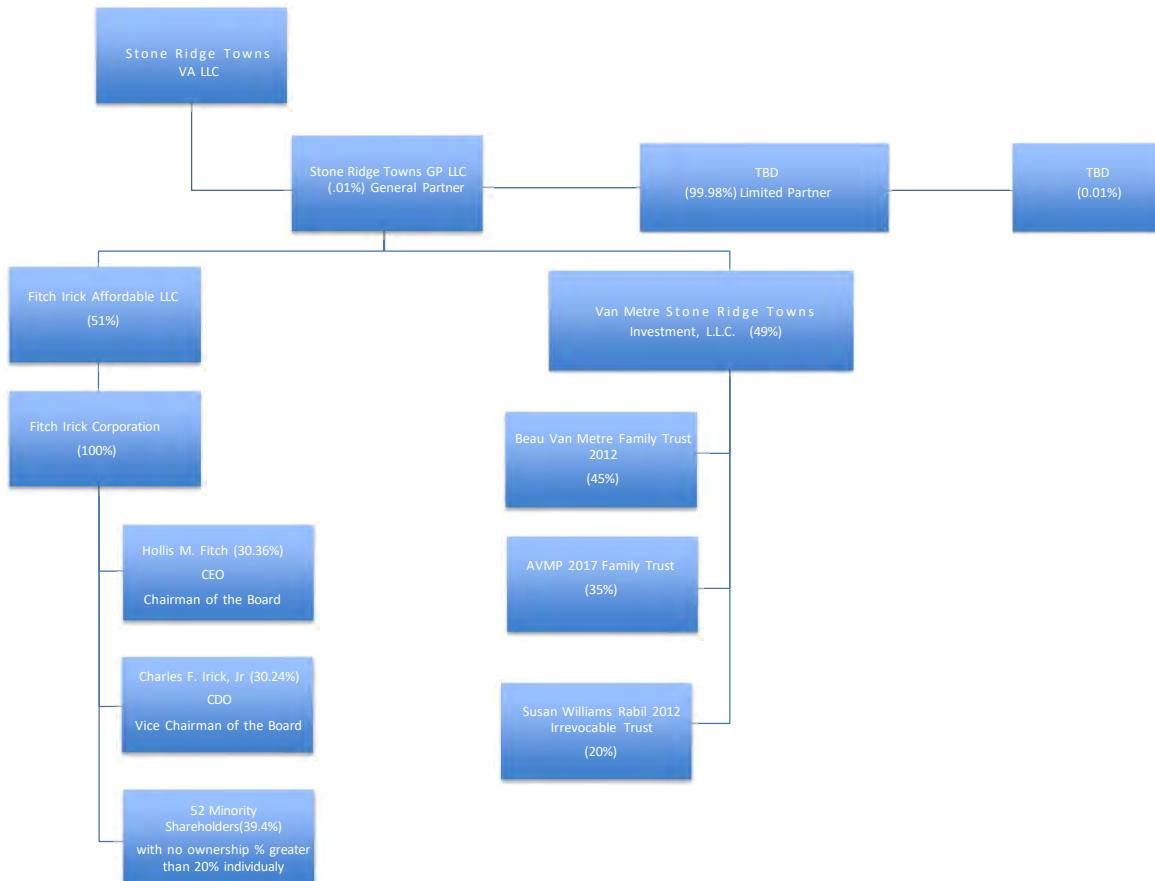
**COMPANY:**

**STONE RIDGE TOWNS VA LLC**

By: Stone Ridge Towns GP LLC, its Managing  
Member

By: Fitch Irick Affordable LLC, its Managing  
Member

By:   
Charles F. Irick, Jr., Vice President



# **Tab B:**

**Virginia State Corporation Commission Certification  
(MANDATORY)**

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, May 27, 2025

This is to certify that the certificate of organization of

### **Stone Ridge Towns VA LLC**

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

Effective date: May 27, 2025



STATE CORPORATION COMMISSION

Attest:

A handwritten signature in black ink, appearing to read "Bernard J. O'Byrne".

\_\_\_\_\_  
Clerk of the Commission

# **Tab C:**

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

May 30, 2025

Mr. Tom Barry, Vice President of Finance  
Fitch Irick Corporation  
1515 Mockingbird Lane, Suite 1010  
Charlotte, NC 28209

Re: Stone Ridge Townhomes  
Stone Ridge, Virginia

Dear Tom,

We appreciate the opportunity to provide this letter of interest for the federal low-income housing tax credit equity capitalization of Stone Ridge VA LLC (the “Company”), which will develop 24 units of family housing to be known as Stone Ridge Townhomes in Stone Ridge, VA (the “Property”). We understand that the development of the Property will be financed by federal low-income housing tax credit equity, a First Mortgage Loan in the presently anticipated amount of \$5,535,000, a Housing Trust Fund Loan in the presently anticipated amount of \$1,080,000, and, if necessary, the deferral of a portion of the Development Fee. The Property will be developed, owned, and operated such that all of the apartment units qualify for federal low-income housing tax credits (the “Federal Tax Credits”).

Based on the materials that you have delivered to us to date, and assuming the accuracy and completeness thereof, we expect to provide equity capital contributions to the Company in the amount of approximately \$3,249,828 (equal to \$0.86 per dollar of Federal Tax Credit). It is anticipated that the Company will qualify for Federal Tax Credits in the amount \$3,779,250 representing \$377,925 per year for ten years, and that Stratford Capital or its designee would receive a 99.99% ownership interest in the Company (of which 0.01% will be a Special Member ownership interest). At this time, it is anticipated that the investment fund will be Stratford Fund 48 Limited Partnership. Upon completion of a satisfactory due diligence review period and receipt of all necessary funding commitments, we anticipate that the equity will be contributed, as follows: (i) 25% upon Initial Closing, (ii) 50% upon the Completion Date, (iii) 20% upon Final Closing, and (iv) 5% upon the Stabilization Date and receipt of IRS Forms 8609.

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



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

Sincerely,

STRATFORD CAPITAL GROUP

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

# **Tab D:**

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

N/A

# **Tab E:**

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

## AGREEMENT OF DONATION

**THIS AGREEMENT OF DONATION** ("Agreement") is made and entered into as of the 29 day of May 2025 (the "Effective Date") by and between VAN METRE HOMES AT STONE RIDGE VII, L.L.C., a Virginia limited liability company ("Donor"), and STONE RIDGE TOWNS VA LLC, a Virginia limited liability company ("Donee").

### WITNESSETH:

**R.1.** Donor is the developer of real property known as "Stone Ridge Towns" in Loudoun County, Virginia ("Stone Ridge Towns"). Stone Ridge Towns includes the twenty-four (24) lots known as Lots 1 through 24, as shown on the draft drawing entitled "Record Plat, Shah Property, Land Bay S3, Dulles Election District, Loudoun County, Virginia" dated April 30, 2025, attached hereto as Exhibit "A", together with all rights, privileges, easements and appurtenances thereto (collectively, the "Property").

**R.2.** The Property is intended to be developed as an affordable rental community consisting of a minimum of twenty-four (24) Affordable Housing Units (as defined below) subject to and in accordance with this Agreement. The Property is generally shown on Exhibit "A", but remains subject to adjustment during the review of the record plat attached hereto as Exhibit "A" as finally approved by all applicable governmental authorities and recorded among the Land Records of Loudoun County, Virginia prior to Closing (the "Record Plat").

**R.3.** Donor desires to gift and donate the Property to Donee and Donee desires to receive and accept the Property from Donor upon the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the recitals set forth above and incorporated herein by this reference, other good and valuable consideration and the mutual covenants and promises hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Donor and Donee hereby agree as follows:

1. Gift and Donation. Subject to the terms and conditions of this Agreement, Donee agrees to receive and accept, and Donor agrees to gift and donate the Property to Donee, at Closing (hereinafter defined).

2. Intentionally Deleted.

3. Value.

(a) The donated land value of the Property is One Hundred Twenty Thousand and No/100 Dollars (\$120,000.00) (the "Value"). The Property is zoned to permit a minimum of twenty-four (24) Affordable Housing Units constructed within single family attached residential dwellings, which units are to be rented to tenants meeting the income thresholds for Affordable Housing Units provided in lieu of Affordable Dwelling Units (ADUs), as defined in the zoning ordinance of Loudoun County, Virginia (the "County") (the "Required Use"). Donee acknowledges and agrees that, without the prior written consent of Donor, in Donor's sole and absolute discretion, the Property may only be built,

developed, operated and used for the Required Use. An “Affordable Housing Unit” is defined as a dwelling unit for rent or sale developed pursuant to a Virginia Housing Development Authority (VHDA) Low Income Housing Tax Credit (LIHTC) program or a U.S. Department of Housing and Urban Development (HUD) 221(d)(4) program that meets the definition of Affordable Housing included in the HUD Multifamily Accelerated Processing (MAP) Guide, revised January 29, 2016, as amended, from the Office of the Assistant Secretary for Housing – FHA Commissioner and pursuant to Section 7-102(F) and Section 7-109 of the Revised 1993 Loudoun County Zoning Ordinance. These provisions shall survive Closing and delivery of the Deed (as such terms are defined below) hereunder.

(b) The Property is subject to the proffers titled “LEGI-2023-0042, STONE RIDGE SECTION 40, ZONING MAP AMENDMENT (ZMAP-2022-0019), ZONING CONCEPT PLAN AMENDMENT (ZCPA-2021-0003), AND ZONING CONCEPT PLAN AMENDMENT (ZCPA-2022-0006)” dated July 27, 2022 and last revised April 19, 2024 (the “Proffers”) attached hereto as Exhibit “B”. Donee shall be responsible for performing all on-lot proffered conditions associated with the Proffers, conformance with the design guidelines referenced in the Proffers including all proffers that relate to vertical construction on the Property, and payment to the County or Donor, if prepaid, of all monetary proffers associated with construction and occupancy of each unit. These provisions shall survive Closing and delivery of the Deed hereunder.

(c) All sums due from Donor or Donee pursuant to this Agreement (collectively, “**Closing Funds**”) shall be paid by good, immediately available funds delivered to the Escrow Agent (defined hereinafter) prior to 2:00 p.m. EST on the date of Closing or by wired funds confirmed received in the Escrow Agent’s account at Escrow Agent’s bank or savings institution by 2:00 p.m. EST on the date of Closing. Donor and Donee each agree that documents shall be circulated sufficiently in advance so that their presence at Closing is not required, and documents can be delivered to Escrow Agent via overnight courier. Executed counterparts of the documents to be delivered by a party to effect Closing, and all funds required to effect Closing shall be delivered to Escrow Agent not later than the business day prior to Closing.

#### 4. Closing.

(a) Subject to satisfaction of the conditions set forth in Section 8, Closing of the transaction contemplated herein with respect to the Property (the “**Closing**”) shall occur on a date specified by Donee (the date of Closing shall be referred to herein as the “**Closing Date**”). In no event, however, shall the Closing Date be later than **March 31, 2026** (the “**Outside Closing Date**”). Closing shall occur on the Closing Date via escrow with Walker Title, LLC (the “**Escrow Agent**”), as described in Section 3(c).

(b) At Closing, Donor shall deliver to Escrow Agent for the benefit of Donee: (i) an affidavit that Donor is not a “foreign person” and containing such information as shall be required by Section 1445(b)(2) of the Code and the regulations issued thereunder; (ii) a customary owner’s affidavit reasonably acceptable to Donor and Donee’s title insurance company; (iii) a settlement statement; and (iv) such other documents and

instruments, if any, required by the terms of this Agreement. Donor shall also deliver to Escrow Agent a special warranty deed (the "Deed") conveying the Property to Donee, incorporating those provisions, if any, that are contemplated to be included in the Deed hereunder.

(c) At Closing, Donee shall deliver to Escrow Agent for the benefit of Donor: (i) a settlement statement; (ii) a countersigned Deed; and (iii) such other documents and instruments, if any, required by the terms of this Agreement.

(d) After Closing, Donee shall diligently pursue completion of construction of the Required Use. Such construction shall comply with the existing entitlements affecting the Property including, but not limited to, the Proffers.

5. Costs and Adjustments.

(a) Donor shall pay or cause to be paid the Virginia State Grantor's tax, the Regional Congestion Fee and the cost of preparation of the Deed and costs pertaining to release of any liens required to be released by Donor pursuant to this Agreement and one-half of any settlement fee normally charged by the Escrow Agent for acting as settlement agent. Donee shall pay for title insurance, title examination, conveyancing and notary fees, transfer and recordation taxes and charges, one-half of the settlement fee normally charged by the Escrow Agent for acting as settlement agent. Each party shall pay its respective attorney's fees.

(b) Real estate taxes, general and special, sewer rents, if any, front foot or other benefit charges or assessments charged on an annual or other periodic basis, and other matters customarily prorated at settlement, if any, are to be prorated between Donor and Donee as of the date of Closing (treating the Donee as the owner of the Property on the date of Closing for the sole purpose of calculating any such prorations). In the case of an error or insufficient information with respect to any prorations, such prorations shall be adjusted after Closing upon written notice of such error delivered by Donor or Donee to the other party, but only if such written notice is delivered within twelve (12) months after the date of Closing.

(c) If Closing occurs before the real estate tax rate and/or general assessment are fixed for the then current year, the apportionment of real estate taxes shall be upon the basis of the rate for the preceding year applied to the latest assessed valuation. Subsequent to Closing, when the tax rate and/or assessment are fixed for the year in which Closing occurs, Donor and Donee agree to adjust the proration of taxes, and, if necessary, to refund or pay (as the case may be) such sums as shall be necessary to effect such adjustment within thirty (30) days after notice. Donee shall pay any assessments for improvements assessed and completed subsequent to Closing.

(d) Donor's and Donee's agreement to adjust and correct the proration of taxes and to pay the taxes after Closing as set forth in this Section 5 shall survive the Closing and delivery of the Deed.

(e) At Closing, Donee shall reimburse Donor for all third-party costs incurred by Donor associated with the due diligence, design, approval, and permitting of the final site plan and architectural plans for the Required Use (the “**Pre-Development Reimbursement**”).

6. Inspection.

(a) Simultaneously with its execution of this Agreement, Donor shall deliver to Donee (to the extent not previously delivered) copies of certain due diligence studies or reports pertaining to the Property and shall make available or deliver subsequent materials obtained by Donor with regard to the Property, which may include (i) the most recent tax bills, (ii) the most recent survey of the Property, and topographical survey, if any, (iii) the most recent title report of Donor, (iv) archaeological and environmental reports, studies, orders and correspondence relating to environmental matters at the Property, and (v) the current version of the site plan and architectural plans for construction of the Required Use (collectively, the “**Due Diligence Materials**”). Donor has not made and does not make any representations or warranties to Donee regarding the accuracy, completeness or correctness of the Due Diligence Materials, however Donor represents that it has no knowledge of any facts or circumstances that would make any of Donor’s express representations and warranties set forth in this Agreement materially inaccurate or incorrect. Donee has the responsibility for verifying the accuracy of the Due Diligence Materials. During the term of this Agreement, Donee shall have the right to enter upon and inspect the Property provided that (i) Donee shall not damage the Property or perform any invasive tests or activities thereon without Donor’s consent, (ii) Donee shall restore the Property to its condition prior to Donee’s entry, (iii) Donee shall indemnify and hold Donor harmless from and against all claims of injury to persons or property and any liens resulting from Donee’s, or Donee’s agents, employees, consultants or designees, entry onto the Property, and (iv) prior to Closing Donee shall not be permitted to damage or remove any trees from the Property. These indemnity provisions shall survive termination of this Agreement and Closing and delivery of the Deed hereunder.

(b) Prior to Closing, Donee may pursue certain approvals regarding the Property and the Required Use of the Property. Donor will reasonably cooperate with Donee, at no cost to Donor, as necessary to effectuate any of such approvals, provided that such cooperation shall be limited to executing, in its capacity as landowner, such applications and submissions that require Donor’s consent and that are reasonably acceptable to Donor and that do not delay Donor’s development, subdivision, or site plan approval, and further, that no action or approval taken by Donee prior to Closing shall bind the Property if Closing does not occur for any reason, and any approvals, entitlements, or pending applications for approvals or entitlements that Donee has pursued shall be promptly withdrawn by Donee upon Donor’s request upon any termination of this Agreement. At Donor’s option, upon any termination of this Agreement for any reason other than a default by Donor hereunder, Donee will assign all of its right, title and interest in any plans, specifications, licenses, permits, drawings, contracts and/or approvals obtained by Donee with regard to the Property, as requested by Donor.

7. Title.

(a) It shall be a condition of Closing that title to the Property at Closing shall be free and clear of all liens, but subject to (i) the easements, limitations, covenants and restrictions of record as of the date hereof, (ii) the Record Plat and any other matters expressly set forth in this Agreement, and (iii) any easements, covenants, restrictions, liens, encumbrances or other matters which arise after the date hereof to which Donee does not object in the manner provided in Subsection 7(b) below.

(b) Donee shall have the right to notify Donor as to any material title matters to which Donee objects (other than matters contemplated by this Agreement and those that would not adversely affect the development and construction by Donee of the Required Use on the Property), but Donor has no obligation to seek to remedy the same. If Donor does not agree to seek to cure any such material title matter, or if Donor has agreed to seek to remedy a title matter raised by Donee but fails to do so, Donee's sole remedy shall be to terminate this Agreement.

8. Conditions Precedent to Obligations of Donor and Donee.

(a) The obligation of Donor to gift and donate the Property is subject to all of the following:

(i) Donee shall not have breached (beyond any applicable notice and cure period provided for in Subsection 13(e) hereof) any of its representations, warranties, covenants or obligations under this Agreement in any material respect.

(ii) **On or before December 31, 2025**, Donee shall have received a reservation (or preliminary determination in the case of bond financing) for utilization of four percent (4%) Low-Income Housing Tax Credits ("LIHTC") for development of the Property for the Required Use (the "Project").

In the event that any of the conditions specified above have not been fulfilled on the date of Closing or, with respect to the condition in clause (ii) above, **December 31, 2025**, Donor shall have the right, at its option, to: (A) terminate this Agreement by written notice to Donee pursuant to Section 15 of this Agreement; or (B) in the event of a failure of the condition specified in Subsection 8(a)(i), Donor may pursue its remedies hereunder.

(b) The obligation of Donee to receive and accept the Property under this Agreement is subject to all of the following:

(i) Donor shall not have breached (beyond any applicable notice and cure period provided for in Subsection 13(e) hereof) any of its representations, warranties, covenants or obligations under this Agreement in any material respect.

(ii) Title to the Property shall be in the condition required by Section 7.

(iii) There shall exist with respect to the Property no pending, existing or written threat of imminent commencement of sewer and water or other moratoria

applicable to the general area in which the Property is located which would materially affect the ability to develop the Property by materially reducing the density or materially increasing the development cost or time period for development or the phasing of development, or change in the zoning classification of the Property other than as contemplated herein.

(iv) There shall be no Pollutants (defined hereinafter) on the Property other than those in de minimus amounts in compliance with all applicable Environmental Laws (hereinafter defined).

(v) Electricity, cable, telephone, water, storm and sanitary sewer service shall be available to the Property or in a public right-of-way adjacent to the Property, or easements in capacity sufficient to serve the Required Use, subject to the installation of such pipes, connections and hook-ups as may be necessary, which shall be Donee's obligation.

(vi) Donor shall have recorded the Record Plat with the Loudoun County Land Records Division.

(vii) **On or before December 31, 2025**, Donee shall have received a reservation (or preliminary determination in the case of bond financing) for the Project to be developed utilizing four percent (4%) LIHTCs.

(viii) Donor shall have received approval of the site plan and architectural plans for the Required Use.

(ix) Donee shall have secured construction financing on terms satisfactory to Donee in its sole discretion, and shall have obtained all necessary consents, approvals and permits for the Project, including those required in connection with the LIHTC received a reservation (or preliminary determination in the case of bond financing).

If any one or more of the conditions specified above are not satisfied by the Outside Closing Date or, with respect to the condition in clause (vii) above, **December 31, 2025**, then Donee shall have the right, at its option, to terminate this Agreement by written notice to Donor pursuant to Subsection 15(b) of this Agreement, and in the event of a failure of the condition specified in Subsection 8(b)(i), Donee may pursue its remedies hereunder.

9. Representations and Warranties of Donor: "AS IS". (a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED, DONOR DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR OF ANY DOCUMENT OR INSTRUMENT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DONOR MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN DONOR'S SPECIAL WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR

ENVIRONMENTAL CONDITION, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY ("DISCLAIMED MATTERS"). DONEE AGREES THAT DONEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF DONOR NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE DEED. DONEE WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS DONEE ELECTS AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY DONEE'S INSPECTIONS AND INVESTIGATIONS. DONOR SHALL GIFT AND DONATE TO DONEE, AND DONEE SHALL RECEIVE AND ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, REPRESENTATIONS OR WARRANTIES, COLLATERAL TO OR AFFECTING THE PROPERTY BY DONOR OR ANY THIRD PARTY. THIS SECTION 9(a) SHALL EXPRESSLY SURVIVE CLOSING WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL IN THIS AGREEMENT.

(b) Donor is a limited liability company, duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia and has the lawful right, power, authority and capacity to gift and donate the Property in accordance with the terms, provisions and conditions of this Agreement. The execution of and entry into and performance of this Agreement and of the documents and instruments to be executed and delivered by Donor under this Agreement and of all acts necessary and appropriate for the full consummation of the gift and donation of the Property as provided for in this Agreement, are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Donor is a party, any judicial order or judgment of any nature by which Donor is bound; and this Agreement, and the covenants and agreements of Donor under this Agreement, are the valid and binding obligations of Donor, enforceable in accordance with their terms. To Donor's knowledge, there are no actions, suits or proceedings pending or threatened against, by or affecting Donor or which affect title to the Property, or which question the validity or enforceability of this Agreement.

(c) During Donor's ownership of the Property, and to Donor's actual knowledge, without investigation as to the period prior to Donor's ownership, except as may be specified in the Due Diligence Materials, no portion of the Property has been used in violation of law for the storage, processing, treatment or disposal of Pollutants and no Pollutants have been released, introduced, spilled, discharged or disposed of in violation of law, nor is there a threat of release, introduction, spill, discharge or disposal of a Pollutant, on, in, or under the Property and there are no pending claims, administrative proceedings, judgments, or other actions, whether actual or threatened, relating to the presence of Pollutants on, in or under the Property. To Donor's knowledge, without investigation, the Property is in compliance with all federal, state and local laws, regulations, orders and requirements regarding the regulation of, and there are no, underground storage tanks located on or in the Property. "Pollutants" means any material or substance, or combination of materials or substances, which by reason of quantity, concentration, composition, or characteristic is or in the future becomes regulated under

any federal, state or local environmental or common law, rule, regulation, ordinance or requirement, as may be amended, replaced or superseded.

(d) Donor is not a party to any leases or occupancy agreements with respect to the Property that will bind Donee after Closing. Between the date hereof and the Closing Date, Donor shall not make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of the Property that would be in effect at Closing or bind Donee without the prior written approval of Donee.

(e) To Donor's actual knowledge, there are no cemeteries or other burial plots located on the Property.

For all purposes of this Agreement, the term "**to Donor's knowledge**" means to the actual present knowledge of Roy R. Barnett, an employee of Donor (or an affiliate of Donor) with day-to-day knowledge of the Property, without actual investigation by him. Donor's representations and warranties set forth in this Agreement shall survive Closing for a period of one (1) year.

10. **Utilities.** All permanent utilities serving the Property including, without limitation, telephone and electricity, shall be underground.

11. **Bonds and Development.** In connection with the site plan approvals obtained by Donor (the "**Site Approvals**"), Donor has or will post various bonds with the County or other governmental authorities (the "**Project Bonds**") to secure the obligation to timely make certain improvements contemplated by the Site Approvals ("**Bonded Obligations**"). Donee acknowledges that it has reviewed the Site Approvals and understands the Bonded Obligations and Project Bonds as the same relate to the Property. Donee agrees to promptly and diligently pursue and complete all Bonded Obligations that relate to any improvements located, or to be located, on the Property or that are for the exclusive benefit of the Property ("**Donee Bonded Obligations**"), and to cooperate with Donor to cause the Project Bonds to be reduced and released in the ordinary course. From and after Closing, Donee will indemnify and hold harmless Donor from any liabilities, costs, damages and expenses (including, but not limited to, reasonable attorneys' fees) arising under the Project Bonds, to the extent the same arise as a result of Donee's acts or omissions. As long as any Donee Bonded Obligations are outstanding, Donee shall be obligated to continue to use its commercially reasonable efforts to secure the release of such Bonded Obligations. Donee acknowledges that Donor has no obligation to make any improvements whatsoever to the Property, and that the Property is being gifted and donated "as is". The provisions of this Section will survive Closing.

12. **Condemnation.** In the event of the taking of all or any material part of the Property by eminent domain proceedings, or the commencement or bona fide written threat of the imminent commencement of any such proceedings, prior to Closing, if such condemnation would (i) result in a 15% reduction in available density, (ii) result in a material restriction on access to all or a significant portion of the Property, or (iii) materially adversely affect Donee's development of the Property for the Required Use, then Donee shall have the right, at Donee's option, to terminate this Agreement by giving written notice thereof to Donor. Whether Donee continues this Agreement or elects to terminate this Agreement under this Section, Donor shall not be obligated for any payment to Donee by reason of any taking. Donor shall notify Donee of eminent domain

proceedings within five (5) days after Donor receives such notice thereof. Without limitation of the foregoing, the parties agree that a road widening which does not have any of the effects specified in clauses (i) or (ii) shall not be deemed a condemnation affecting a material part of the Property.

13. Default.

(a) (i) If Donee fails to close in accordance with this Agreement and Donor is ready, willing and able to proceed to Closing in accordance with the terms of this Agreement and there are no unsatisfied conditions precedent to Donee's obligation to proceed to Closing, or (ii) if Donee fails to perform any covenants or otherwise breaches this Agreement prior to Closing, then Donor shall be entitled as its sole and exclusive remedy, to terminate this Agreement by written notice to Donee. Notwithstanding anything in this Agreement to the contrary, the foregoing provisions shall not apply in the case of Donee's indemnification obligations set forth in this Agreement and do not limit the provisions of Subsection 15(e) or Section 15.

(b) If Donee fails to perform any covenant in this Agreement after Closing, if and as applicable, Donor shall have the right to immediately exercise any remedies available at law or in equity to obtain damages or enforcement of this Agreement, including specific performance. This Subsection 13(b) shall survive Closing and delivery of the Deed.

(c) If: (i) Donor fails to close in accordance with this Agreement and Donee is ready, willing and able to proceed to Closing in accordance with the terms of this Agreement and there are no unsatisfied conditions precedent to Donor's obligation to proceed to Closing, or (ii) if Donor fails to perform any covenants or otherwise breaches this Agreement prior to Closing, then Donee, at its option, may as its sole and exclusive remedies, either (A) terminate this Agreement by delivery of written notice to Donor, or (B) seek to enforce specific performance of Donor's obligations hereunder. If Donee fails to file a suit for specific performance within ninety (90) days after the date of the alleged default, Donee shall be deemed to have elected option (A) above.

(d) Except as otherwise provided in this Agreement, if Donor fails to perform any covenant in this Agreement after Closing, if and as applicable, Donee shall have the right to exercise any remedies available at law or in equity to obtain damages or enforcement of this Agreement, including specific performance. This Subsection 13(d) shall survive Closing and delivery of the Deed.

(e) Notwithstanding the provisions of Subsections 13 (a), (b), (c) and (d), neither Donor nor Donee shall be in default hereunder until receipt of written notice of such default from the non-defaulting party and failure of the defaulting party to cure its breach within ten (10) days following such written notice (or by Closing, if sooner); the notice and cure periods shall not apply, however, to failure to perform at Closing, as to which a one (1) business day notice and cure period shall apply, or to any provision of this Agreement which has a specific notice and cure provision and shall not in any event delay

**Closing.** This Subsection 13(e) shall survive Closing and delivery of the Deed with respect to Subsection 13(b) and (d).

(f) Each party waives the right to seek, prove or recover consequential (including lost profits), incidental or speculative damages in any action to enforce this Agreement. This Subsection 13(f) shall survive Closing and delivery of the Deed.

14. **Return of Due Diligence Materials.** Notwithstanding anything to the contrary contained herein, in the event that this Agreement is terminated for any reason whatsoever, Donee shall return to Donor all copies of all reports, studies, and engineering/architectural drawings that were provided to Donee from Donor or Donor's agents pursuant to this Agreement. In addition, if this Agreement is terminated for any reason other than Donor's default, Donee shall deliver to Donor, at no cost to Donee and without representation or warranty, copies of all written reports, tests and studies performed by or on behalf of Donee with respect to the Property, except only Donee's proprietary information and confidential financial analysis and architectural plans, together with an assignment of the same. At Donor's request, Donee will direct the parties who prepared such materials to make copies available to Donor, at Donor's cost. This Section 14 shall survive Closing and delivery of the Deed hereunder.

15. **Miscellaneous.**

(a) This Agreement and its Exhibits embody the entire agreement between Donor and Donee, supersede any and all prior agreements between Donor and Donee regarding the Property, and cannot be varied or terminated except as provided herein or by written agreement of the parties hereto. It is agreed that this Agreement does not create a partnership between the parties and that there exists no partnership between the parties.

(b) All notices, demands, requests or other communications or documents to be provided under this Agreement ("notice") shall be in writing and shall be deemed to have been given if served personally, sent by email, sent by nationally recognized overnight delivery service (such as Federal Express), or sent by United States Registered or Certified Mail, return receipt requested, postage prepaid, addressed to the addresses or telecopy numbers set forth below or such other addresses or telecopy numbers as either party may designate by notice to the other:

If to Donor:

Van Metre Homes at Stone Ridge VII, L.L.C.  
c/o Van Metre Companies  
9900 Main Street, Suite 500  
Fairfax, Virginia 22031  
Attention: Kevin Rabil and Legal Department  
Email: [krabil@vanmetrehomes.com](mailto:krabil@vanmetrehomes.com);  
[legal.notices@vanmetreco.com](mailto:legal.notices@vanmetreco.com)

with a copy to:

Van Metre Companies  
9900 Main Street, Suite 500  
Fairfax, Virginia 22031  
Attention: Roy R. Barnett  
Email: [rbarnett@vanmetreco.com](mailto:rbarnett@vanmetreco.com)

If to Donee:

Stone Ridge Towns VA LLC  
c/o Fitch Irick Affordable LLC  
1515 Mockingbird Lane, Suite 1010  
Charlotte, North Carolina 28209  
Attention: Hollis Fitch and Charlie Irick  
Email: [hollis@fitchirick.com](mailto:hollis@fitchirick.com); [charlie@fitchirick.com](mailto:charlie@fitchirick.com)

with a copy to:

Moore & Van Allen PLLC  
100 North Tryon Street, Suite 4700  
Charlotte, North Carolina 28202-4003  
Attention: Holly Bannerman, Esq.  
Email: [hollybannerman@mvalaw.com](mailto:hollybannerman@mvalaw.com)

Notices which shall be served upon Donor or Donee in the manner aforesaid shall be deemed to have been given and received for all purposes hereunder at the time such notice shall have been: (i) if given by email, when the email is transmitted to the party's email address specified above; (ii) if hand delivered to a party against receipted copy, when the copy of the notice is receipted; (iii) if given by nationally recognized overnight delivery service, on the day on which the notice is actually received by the party; and (iv) if given by certified mail, return receipt requested, postage prepaid, two (2) business days after it is posted with the United States Postal Office. If any notice is sent by email, the transmitting party shall send a duplicate copy of the notice to the other party by courier or overnight mail within one (1) business day thereafter. If notice is tendered under the provisions of this Agreement and is refused by the intended recipient of the notice, the notice shall nonetheless be considered to have been given and received and shall be effective as of the date of such refusal. This Agreement notwithstanding, any notice given to a party in a manner other than provided in this Agreement, if it is actually received by such party, shall be effective with respect to such party.

(c) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, provided, however, this Agreement may not be assigned by Donee without the prior written consent of Donor, which consent may be granted or withheld in the Donor's sole and absolute discretion.

(d) The performance and interpretation of this Agreement shall be controlled and governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws provisions. THE PARTIES FULLY WAIVE ANY RIGHT TO TRIAL BY JURY TO THE EXTENT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM OR ACTION IN CONNECTION THEREWITH. Any claim, counterclaim or other action arising under this Agreement shall

be brought only in and shall be decided by the General District and Circuit Courts of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division, and any appellate court from any thereof. Each party to this Agreement hereby consents to the jurisdiction of such courts. This provision shall survive Closing or the termination of this Agreement.

(e) Donor and Donee both covenant and warrant that, neither party has engaged real estate brokers for this transaction. Both parties hereby agree to indemnify and hold the other party harmless from any claims or actions brought by real estate brokers with respect to the Property or this Agreement.

(f) This Agreement may be executed in two or more counterparts, each of which shall constitute one and the same instrument. This Agreement may be executed via DocuSign or .pdf/email.

(g) This Agreement and any exhibits hereto shall be construed without the aid of any canon or rule of law requiring interpretation against the party drafting or causing the drafting of an agreement or the portions of an agreement in question.

(h) Time is of the essence for all purposes of this Agreement.

(i) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

(j) If the expiration of any time period set forth in this Agreement shall fall on a Saturday, Sunday or legal holiday in Virginia, such time period shall be automatically extended to the next business day.

(k) The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(l) This Agreement shall not be construed or considered to transfer any title to the Property, legal or equitable, until the Deed has been delivered at Closing. Neither Donor nor Donor's agents have made any representations or promises with respect to the Property or any other portions of the Stone Ridge community except as herein expressly set forth and all reliance with respect to any representations or promises is based solely on those contained herein. No rights, easements, or licenses are acquired by Donee under this Agreement by implication or otherwise except as, and unless, expressly set forth in this Agreement.

(m) If any party is required to resort to litigation to enforce its rights hereunder, the parties agree that any judgment awarded to the prevailing party shall include all litigation expenses, including reasonable attorney's fees and court costs.

(n) This Agreement shall not be recorded.

(o) Donee hereby warrants and represents now and as of Closing that Donee is acquiring the Property for the purpose of engaging in the commercial business of constructing and operating a rental affordable housing community consisting of a minimum of twenty-four (24) Affordable Housing Units.

(p) Except as otherwise expressly provided herein, no person shall be deemed to be a third-party beneficiary of this Agreement or any portion hereof.

(q) The terms and provisions of Section 15 shall survive Closing and delivery of the Deed and any termination of this Agreement.

(r) This Agreement shall be automatically subordinate to any loan made to Donor. At Donor's request, Donee agrees to enter into a collateral assignment of this Agreement or a subordination agreement with such lender expressly assigning and/or subordinating this Agreement on terms required by the lender and reasonably acceptable to Donee.

(s) Mutual Cooperation. Subject to the provisions of the succeeding paragraph, Donee shall, promptly upon the request of Donor or any applicable governmental authority or utility, and without any third party costs to itself, dedicate or convey to the appropriate party any and all rights-of-way, drainage, sewer, water, detention and utility easements, trail easements, ingress/egress easements, construction and grading easements, easements for cable television or telecommunications, and all such other easements, as may be reasonably necessary for Donor or the owner or developer of each portion of the Stone Ridge community to develop its land in accordance with the approved development and construction plans, or to meet any requirements of applicable governmental authorities and utilities, in a form, location and substance acceptable to Donee, with such acceptance not being unreasonably withheld, conditioned or delayed. Subject to the provisions of the succeeding paragraph, Donor shall, promptly upon the request of Donee or any applicable governmental authority or utility, and without any third party costs to itself, dedicate or convey to the appropriate party any and all rights-of-way, drainage, sewer, water, detention and utility easements, trail easements, ingress/egress easements, construction and grading easements, easements for cable television or telecommunication services, and all such other easements, as may be reasonably necessary for Donee to develop the Property in accordance with the approved site plan, or to meet any requirements of applicable governmental authorities and utilities, in a form, location and substance acceptable to Donee, with such acceptance not being unreasonably conditioned, withheld or delayed.

No party shall be required to cooperate under this paragraph if such cooperation materially and adversely affects the development of, use of or construction on, such party's property in the Stone Ridge community. A matter shall be material and adverse, without limitation, if it reduces the

density, adversely affects or restricts the ability of Donee to build, develop or operate the Property for the Required Use, or delays or affects the orderly and efficient subdivision and development of Stone Ridge Towns by Donor or its successors or assigns or increases the hard costs of the cooperating party's development and construction on its property by more than Ten Thousand Dollars (\$10,000) in the aggregate for all such requests, or delays or interferes with the cooperating party's sales, financing, development or construction.

*[signature pages follow]*

IN WITNESS WHEREOF, Donor and Donee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**DONOR:**

**VAN METRE HOMES AT  
STONE RIDGE VII, L.L.C.,**  
a Virginia limited liability company

By: Van Metre Financial Associates, Inc.,  
its Manager

By: Julie van der Vate  
Name: Julie van der Vate  
Title: Chief Operating Officer  
Finance and Strategic Growth

**DONEE:**

**STONE RIDGE TOWNS VA LLC,**  
a Virginia limited liability company

By: Stone Ridge Towns GP LLC,  
a Virginia limited liability company,  
its Manager

By: Fitch Irick Affordable LLC,  
a North Carolina limited liability company,  
its Manager

By: Charles Irick  
Name: Charles Irick  
Title: CEO

**EXHIBIT "A"**  
**RECORD PLAT (Draft)**

Attached

## NOTES

- THE PROPERTIES DELINEATED HEREON ARE LOCATED ON LOUDOUN COUNTY TAX MAPS:  
PIN: 205-28-4701-000, CURRENTLY ZONED PDH-4 AND AIRPORT IMPACT OVERLAY DISTRICT UNDER THE LOUDOUN COUNTY ZONING ORDINANCE.  
PIN: 205-18-1614-000, CURRENTLY ZONED PDH-4, FLOODPLAIN OVERLAY DISTRICT, AND AIRPORT IMPACT OVERLAY DISTRICT UNDER THE LOUDOUN COUNTY ZONING ORDINANCE.  
PIN: 205-18-1059-000, CURRENTLY ZONED PDH-4 AND AIRPORT IMPACT OVERLAY DISTRICT UNDER THE LOUDOUN COUNTY ZONING ORDINANCE.
- PIN: 205-28-4701-000 AND PIN: 205-18-1614-000 ARE SUBJECT TO THE REQUIREMENTS OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE (PDH-4, ADMINISTERED AS R-8 ADU), AS SET FORTH IN THE PROFFERS APPROVED FOR LEGI-2023-0042.
- THESE PROPERTIES LIE WITHIN THE AREA OF APPLICABILITY OF THE LAND SUBDIVISION AND DEVELOPMENT ORDINANCE OF LOUDOUN COUNTY AND DO NOT LIE WITHIN THE AREA OF APPLICABILITY OF ANY OTHER SUBDIVISION ORDINANCE.
- THE APPROVAL OF THIS PLAT SHALL IN NO WAY RELIEVE THE DEVELOPER OR HIS AGENT OF ANY LEGAL RESPONSIBILITY WHICH MAY BE REQUIRED BY THE CODE OF VIRGINIA OR ANY OTHER ORDINANCE ENACTED BY THE COUNTY OF LOUDOUN.
- ANY EXISTING STRUCTURES SUBJECT TO ZONING ORDINANCE MINIMUM YARD REQUIREMENTS WHICH ARE NOT SHOWN ON THE PLAT WILL BE REMOVED, UNLESS SATISFACTORY ALTERNATE ARRANGEMENTS HAVE BEEN APPROVED BY THE DIRECTOR.
- PREVIOUSLY APPROVED APPLICATIONS ASSOCIATED WITH THESE PROPERTIES:  
ESMT-2003-0059 APPROVED 07/23/2004  
ESMT-2003-0084 APPROVED 07/13/2007  
LEGI-2023-0042 APPROVED 05/15/2024  
ZMAP-2022-0019 APPROVED 05/15/2024  
ZCPA-2021-0003 APPROVED 05/15/2024  
ZCPA-2022-0006 APPROVED 05/15/2024  
SPEX-2023-0012 APPROVED 05/15/2024  
ZMOD-2022-0066 APPROVED 05/15/2024  
ZMOD-2022-0067 APPROVED 05/15/2024  
ZMOD-2023-0017 APPROVED 05/15/2024  
PLAT-2025-\_\_\_\_ APPROVED \_\_\_\_/\_\_\_\_/\_\_\_\_
- THERE IS FLOODPLAIN ON THE PROPERTY THAT IS THE SUBJECT OF THIS APPLICATION. THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) OF LOUDOUN COUNTY COMMUNITY PANEL NUMBER FOR THE PROPERTY THAT IS THE SUBJECT OF THIS APPLICATION IS 51107C0370E, EFFECTIVE FEBRUARY 17, 2017. THE PORTION OF THE PROPERTY CONTAINING FLOODPLAIN IS NOT DEPICTED HEREON.
- BOUNDARY INFORMATION SHOWN HEREON IS DERIVED FROM ALTA/NSPS LAND TITLE SURVEYS FOR THE PROPERTIES PREPARED BY J2 ENGINEERS AND EXISTING LAND RECORDS.
- STORM DRAINAGE EASEMENTS SHOWN HEREON ARE FOR THE DRAINAGE OF NATURAL AND STORM WATERS. NO USE NOR ANY IMPROVEMENTS SHALL BE MADE WITHIN ANY EASEMENTS WHICH WOULD IN ANY WAY INTERFERE WITH THE NATURAL DRAINAGE.
- STONE RIDGE ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF STORMWATER MANAGEMENT AND DETENTION AND DRAINAGE FACILITIES AND EASEMENTS TO THE EXTENT SUCH FACILITIES AND EASEMENTS ARE NOT MAINTAINED BY THE COUNTY OR COMMONWEALTH.
- PHASE I ARCHAEOLOGICAL SURVEY REPORTS WERE PREPARED FOR PIN: 205-18-1614-000 AND PIN: 205-28-4701-000 BY THUNDERBIRD ARCHAEOLOGY, WETLAND STUDIES AND SOLUTIONS, INC. IN SEPTEMBER 2005 TITLED PHASE I ARCHAEOLOGICAL INVESTIGATIONS OF THE 27.18 ACRE PROPERTY AT 25277 GUM SPRINGS ROAD, LOUDOUN COUNTY, VIRGINIA AND BY DOVETAIL CULTURAL RESOURCE GROUP IN JUNE 2022 TITLED PHASE 1 ARCHAEOLOGICAL SURVEY OF THE GUM SPRING DEVELOPMENT AREA, LOUDOUN COUNTY, VIRGINIA. THE PHASE I SURVEY IDENTIFIED NO ARCHAEOLOGICAL SITES, CEMETERIES, BURIAL GROUNDS, OR GRAVES WITHIN OR IMMEDIATELY ADJOINING THESE PORTIONS OF THE PROPERTY.
- THE PEDESTRIAN TRAILS, SIDEWALKS, LIGHTING, INGRESS/EGRESS EASEMENTS AND LANDSCAPING WITHIN AND OUTSIDE OF PUBLIC RIGHTS OF WAY SHALL BE MAINTAINED BY STONE RIDGE ASSOCIATION, INC. IF NOT OTHERWISE ACCEPTED FOR MAINTENANCE BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION.
- THE DECLARATION OF ANNEXATION FOR STONE RIDGE ASSOCIATION, INC. WAS RECORDED CONTEMPORANEOUSLY HEREWITHE AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA. STONE RIDGE ASSOCIATION, INC. WAS INCORPORATED ON 08/23/2001.
- THE SUBJECT PROPERTIES LIE WITHIN THE LDN 60-65 AIRPORT NOISE CONTOUR, UNDER THE LOUDOUN COUNTY ZONING ORDINANCE. THE SUBJECT PROPERTIES ARE LOCATED WITHIN AN AREA THAT HAS CLOSE PROXIMITY TO WASHINGTON DULLES INTERNATIONAL AIRPORT AND WILL BE IMPACTED BY AIRCRAFT OVERFLIGHTS AND AIRCRAFT NOISE.
- PIN: 205-18-1614-000 CONTAINS MODERATELY STEEP SLOPES AND IS SUBJECT TO SECTION 6.02 OF THE LOUDOUN COUNTY ZONING ORDINANCE.
- YARD AND SETBACK LINES SHOWN HEREON ARE FOR DEPICTION OF LEGI-2023-0042 ONLY AND MAY BE SUBJECT TO CHANGE.
- CONSTRUCTION OF THE PRIVATE ROAD(S) AND/OR ACCESS EASEMENT(S) SHOWN HEREON SHALL CONFORM TO THE STANDARDS SET FORTH IN THE LOUDOUN COUNTY LAND SUBDIVISION AND DEVELOPMENT ORDINANCE AND CHAPTER 4 OF THE FACILITIES STANDARDS MANUAL.
- THE STREETS IN THIS SUBDIVISION DO NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION OR THE COUNTY AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.
- THE ACCESS SERVING THESE LOTS IS PRIVATE AND ITS MAINTENANCE, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY. SNOW REMOVAL FROM PRIVATE STREETS SHALL BE THE RESPONSIBILITY OF STONE RIDGE ASSOCIATION, INC., IN ACCORDANCE WITH THE DECLARATION.
- THIS PLAT WAS PREPARED IN REFERENCE TO EPLAN-2025-0019, APPROVED \_\_\_\_/\_\_\_\_/\_\_\_\_.
- THE PROPERTIES SHOWN HEREON SHALL BE SERVED BY LOUDOUN WATER FOR WATER AND SANITARY SEWER AND SHALL BE SUBJECT TO THE RULES, RATES, AND REGULATIONS THEREOF.
- REMOVAL OF TREES WITHIN THE TREE CONSERVATION EASEMENT SHOWN HEREON IS PROHIBITED, EXCEPT IN ACCORDANCE WITH THE HOMEOWNERS ASSOCIATION COVENANTS AND THE PROFFERS ASSOCIATED WITH LEGI-2023-0042.

## AREA TABULATION

LOTS (24)	34,804 S.F. OR 0.79896 ACRES
AREA PARCEL A	61,098 S.F. OR 1.40262 ACRES
AREA PARCEL B	6,392 S.F. OR 0.14675 ACRES
AREA PARCEL D	53,119 S.F. OR 1.21945 ACRES
<b>TOTAL AREA - THIS SUBDIVISION</b>	<b>155,413 S.F. OR 3.56778 ACRES</b>

## RESIDUAL AREA TABULATIONS

BEGINNING AREA - PIN: 205-28-4701-000	113,474 S.F. OR 2.60500 ACRES
-AREA THIS SUBDIVISION	113,474 S.F. OR 2.60500 ACRES
<b>RESIDUAL AREA - PIN: 205-28-4701-000</b>	<b>0 S.F. OR 0.00000 ACRES</b>
BEGINNING AREA - PIN: 205-18-1614-000	1,031,151 S.F. OR 23.67194 ACRES
-AREA THIS SUBDIVISION	41,939 S.F. OR 0.96278 ACRES
<b>RESIDUAL AREA - PIN: 205-18-1614-000</b>	<b>989,212 S.F. OR 22.70916 ACRES</b>

## ACTIVE RECREATION SPACE/CIVIC SPACE TABULATIONS

ACTIVE RECREATION SPACE/CIVIC SPACE REQUIRED (ENTIRE DEVELOPMENT, PER LEGI-2023-0042):	32,000 S.F.
ACTIVE RECREATION SPACE/CIVIC SPACE PROVIDED (THIS PHASE):	4,031 S.F.
REMAINING ACTIVE RECREATION SPACE/CIVIC SPACE TO BE PROVIDED:	27,969 S.F.

## DENSITY TABULATION

MAXIMUM RESIDENTIAL DENSITY PERMITTED:	8.0 DWELLING UNITS PER ACRE
RESIDENTIAL DENSITY PROVIDED:	6.7 DWELLING UNITS PER ACRE (24 DWELLING UNITS/3.56778 ACRES)

## AFFORDABLE HOUSING UNIT (AHU) TABULATION

AHU REQUIRED (ENTIRE DEVELOPMENT, PER LEGI-2023-0042):	24
AHU PROVIDED (THIS PHASE):	24
REMAINING ADU TO BE PROVIDED:	0

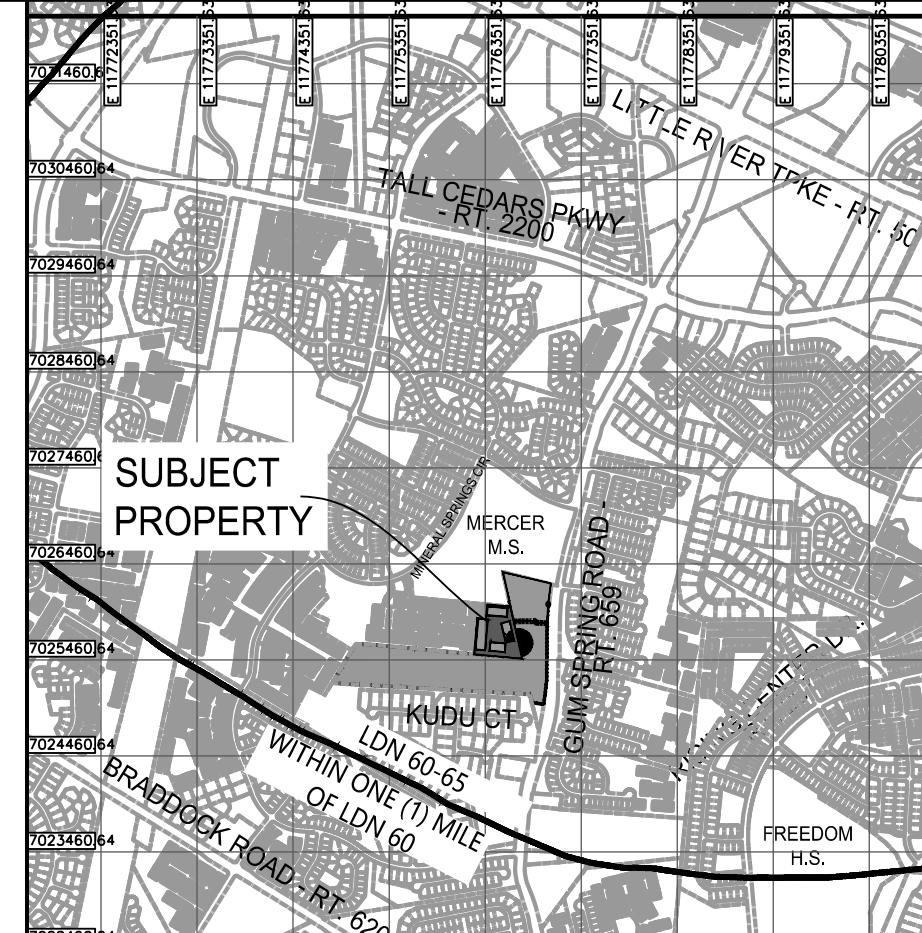
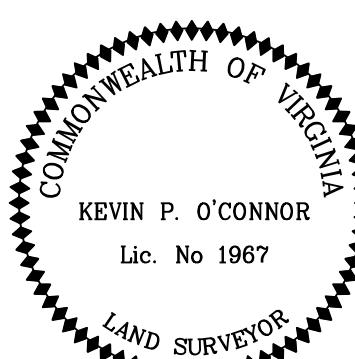
## OPEN SPACE TABULATION

MINIMUM OPEN SPACE REQUIRED:	46,624 S.F. OR 1.07033 ACRES (30%)
OPEN SPACE PROVIDED:	88,597 S.F. OR 2.03392 ACRES*

\*OPEN SPACE PROVIDED CONSISTS OF AREA OF PARCEL A SHOWN HEREON MINUS AREA OF PARCEL A ENCUMBERED BY INGRESS/EGRESS EASEMENTS (A TOTAL OF 29,086 SQUARE FEET OR 0.66772 ACRES), AREA OF PARCEL B, AND AREA OF PARCEL D.

## SURVEYOR'S CERTIFICATE

I, KEVIN P. O'CONNOR, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THE LANDS SHOWN HEREON ARE NOW IN THE NAMES OF VAN METRE HOMES AT STONE RIDGE VII, L.L.C., AS ACQUIRED IN INSTRUMENTS 202406260026268 (PIN: 205-28-4701-000) AND 202504040014529 (PIN: 205-18-1614-000) AND STONE RIDGE ASSOCIATION, INC, AS ACQUIRED IN INSTRUMENT 20041160121874, AS CORRECTED IN INSTRUMENT 200504040034057 (PIN: 205-18-1059-000), ALL AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.



VICINITY MAP  
SCALE: 1" = 2000'

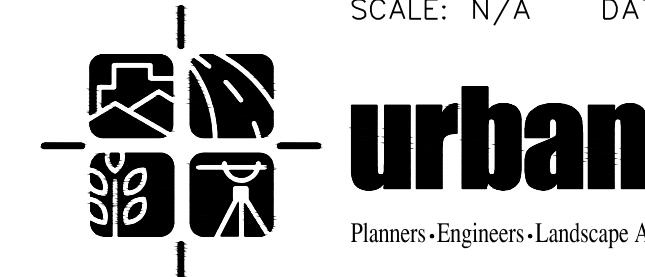
NO.	DATE	REVISIONS

LAND DEVELOPMENT APPLICATION NUMBER PLAT-2025-____
DIRECTOR DEPARTMENT OF BUILDING & DEVELOPMENT
DATE

## TABLE OF CONTENTS

SHEET 1: SHEETS 2-3:	COVER SHEET (NOTES AND TABULATIONS) LOTS, PARCELS, STREET DEDICATION, INGRESS/EGRESS EASEMENTS HEREBY CREATED
SHEETS 4-5:	STORM DRAIN EASEMENTS, TREE CONSERVATION EASEMENTS, LANDSCAPE EASEMENTS HEREBY CREATED
SHEETS 6-7:	L.C.S.A. SANITARY SEWER EASEMENTS AND L.C.S.A. WATER MAIN EASEMENTS HEREBY CREATED
SHEET 8:	INDIVIDUAL LOT AREAS, ZONING REQUIREMENTS, SYMBOL LEGEND
SHEET 9:	LINE AND CURVE DATA

RECORD PLAT  
SHAH PROPERTY  
LANDBAY S3  
DULLES ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA  
SCALE: N/A DATE: APRIL 30, 2025



Urban, Ltd.  
4200 D Technology Court  
Chantilly, Virginia 20151  
Tel: 703.642.2306  
www.urban-ltd.com

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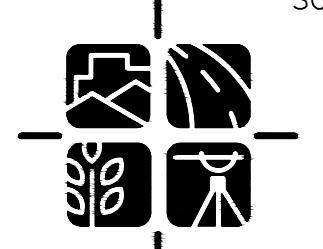
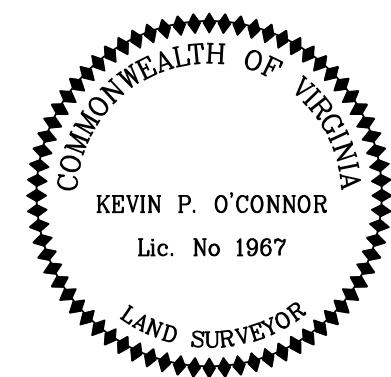
VCS 1983 NORTH ZONE

GUM SPRING ROAD - VIRGINIA STATE ROUTE 659  
EX VARIABLE WIDTH RIGHT-OF-WAY  
DB. 342 PC. 292  
INSTR. 200409160100169  
INSTR. 20070717053337

RECORD PLAT  
SHAH PROPERTY  
LANDBAY S3

DULLES ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA

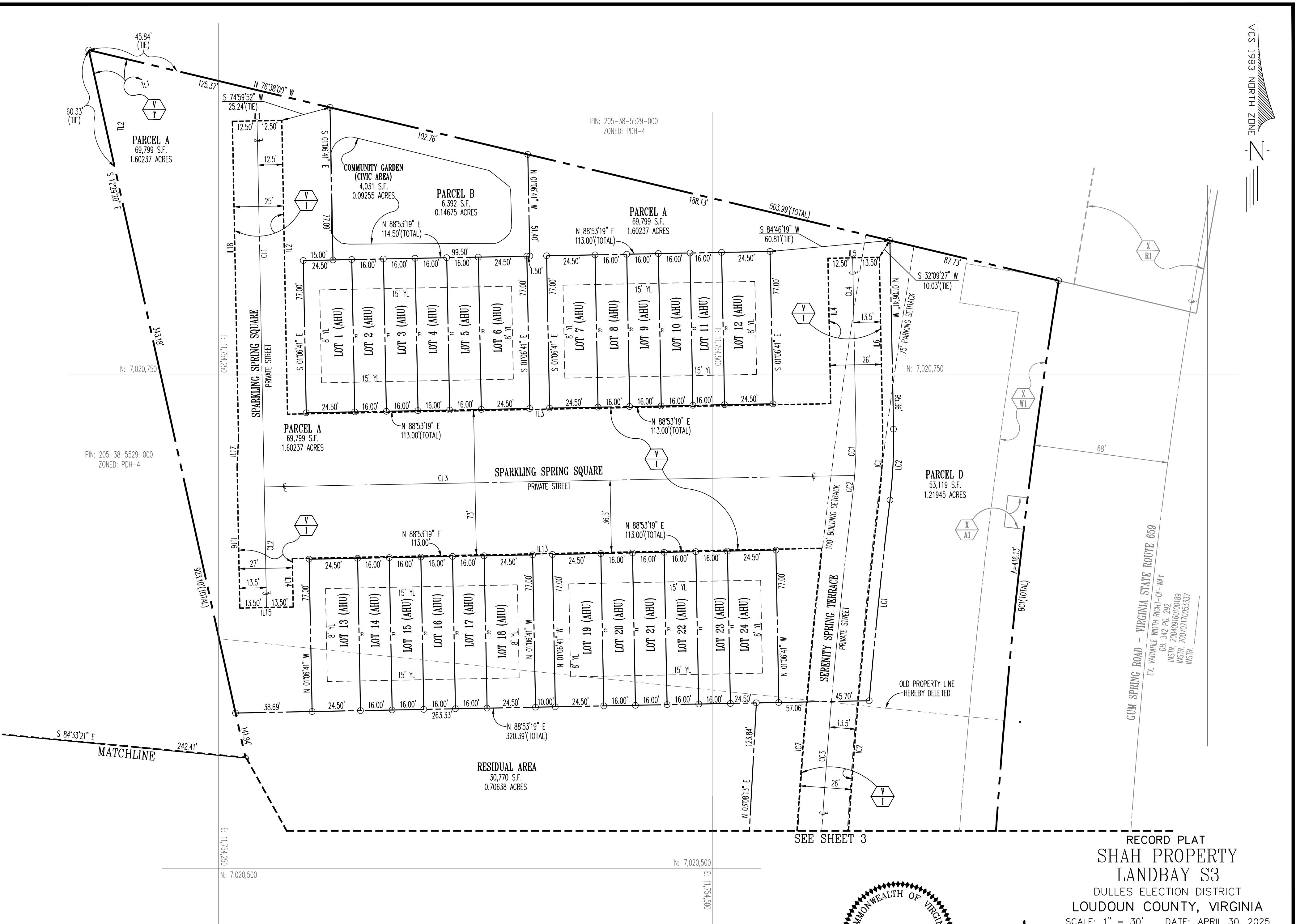
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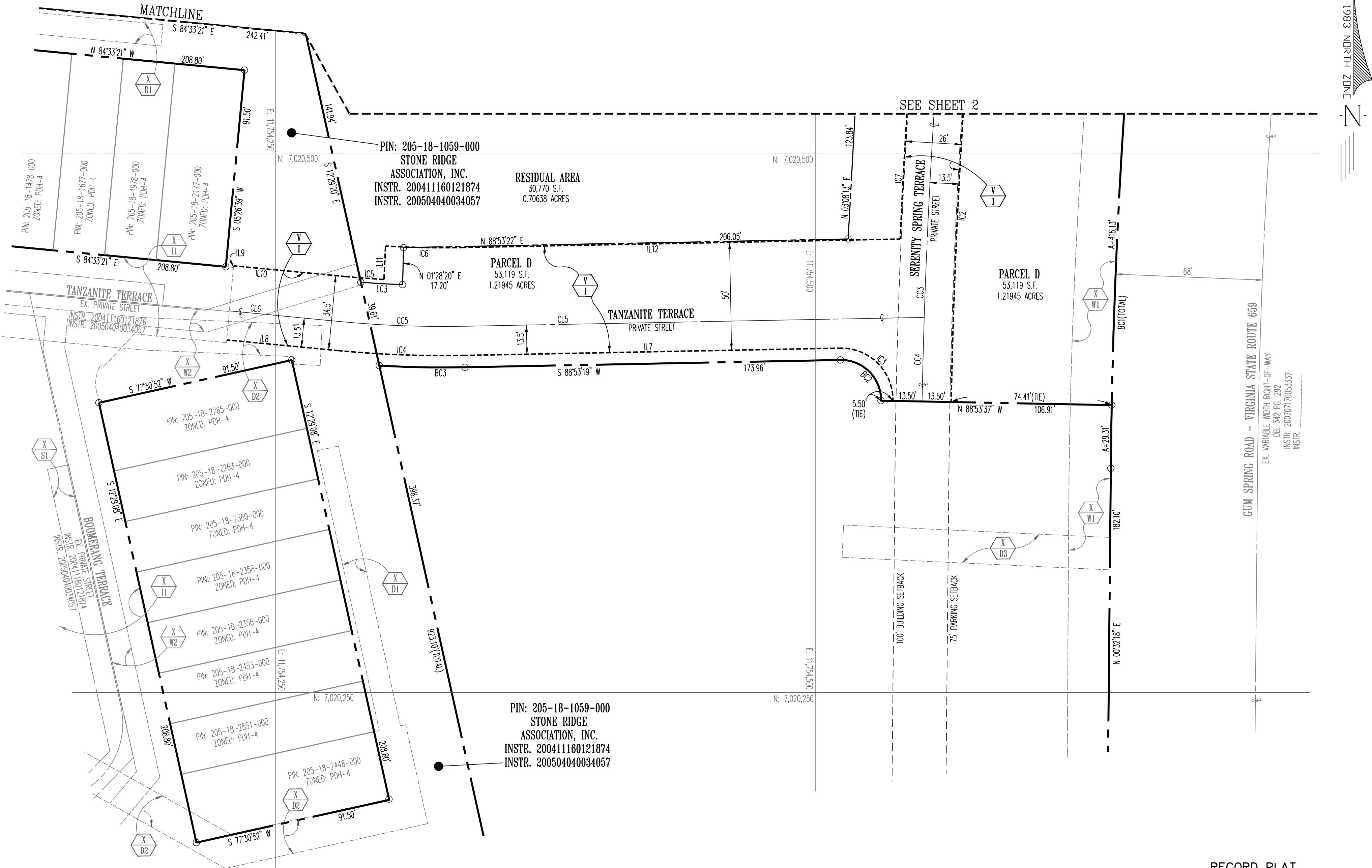


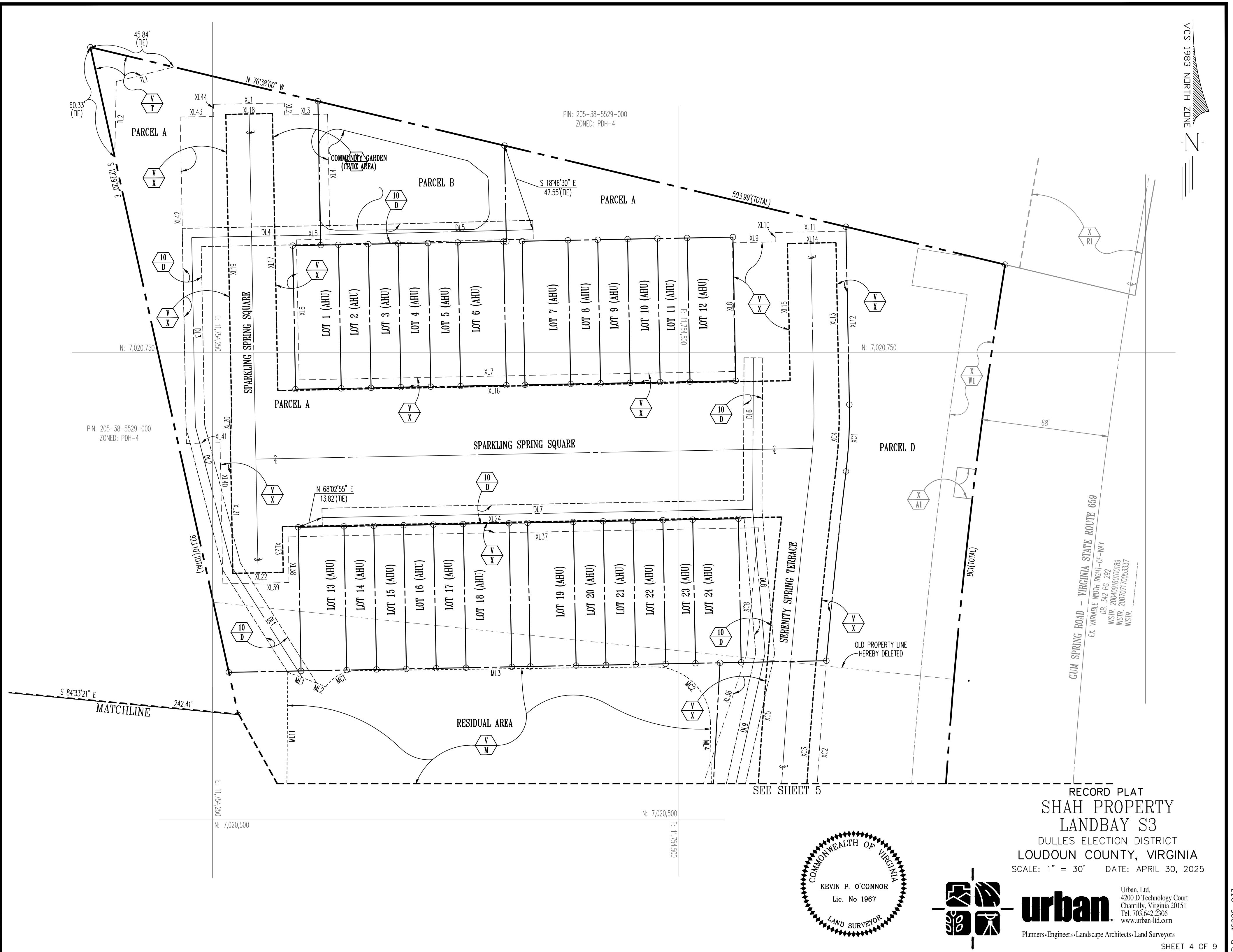
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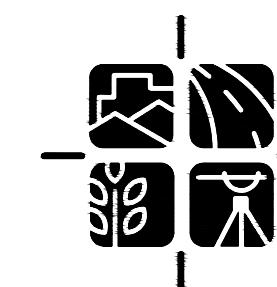
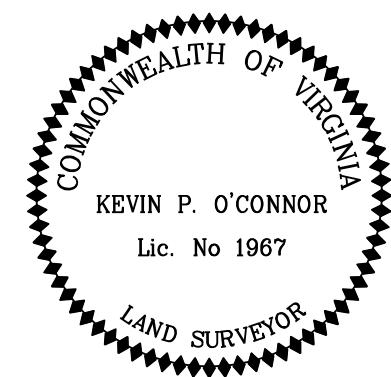
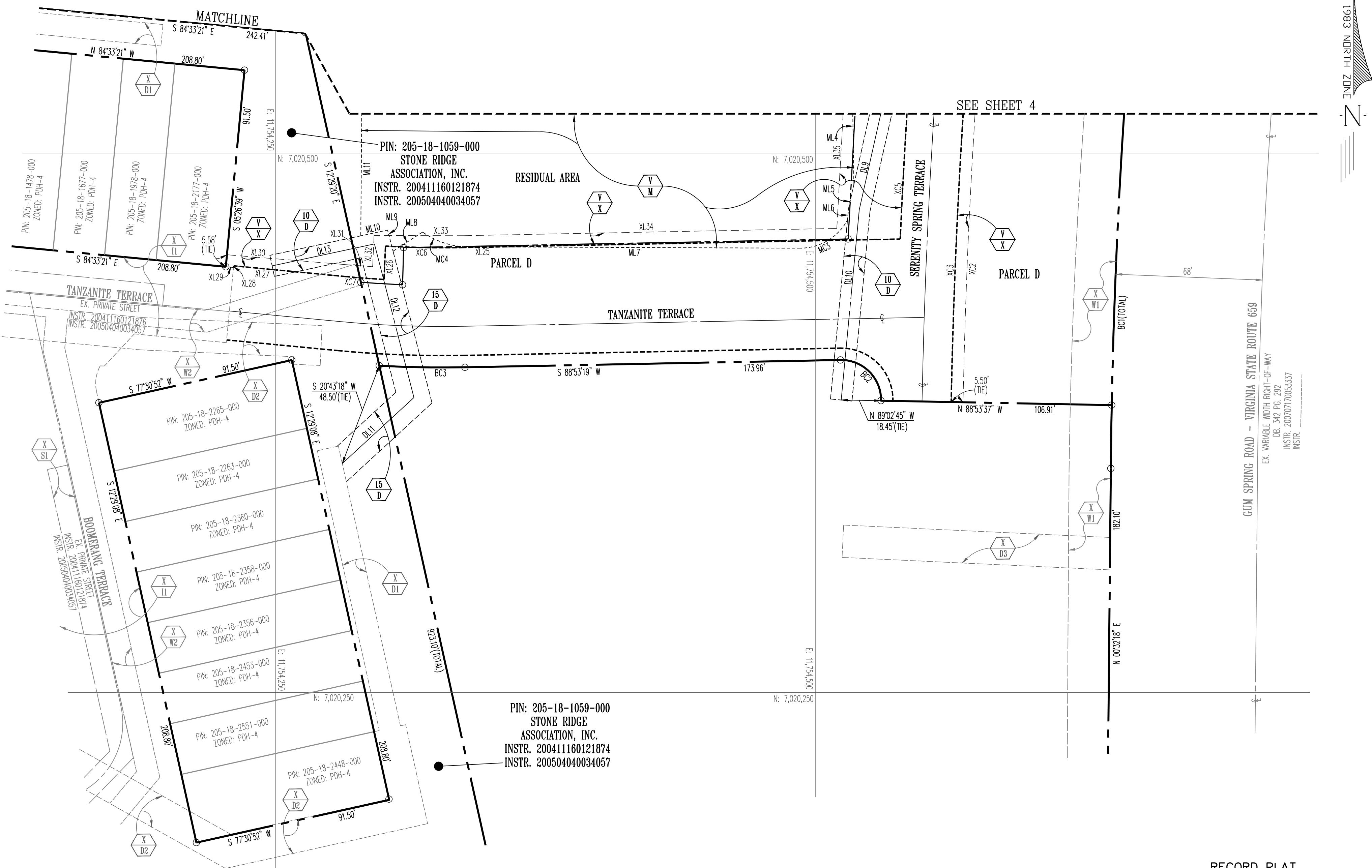
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SHEET 2 OF 9

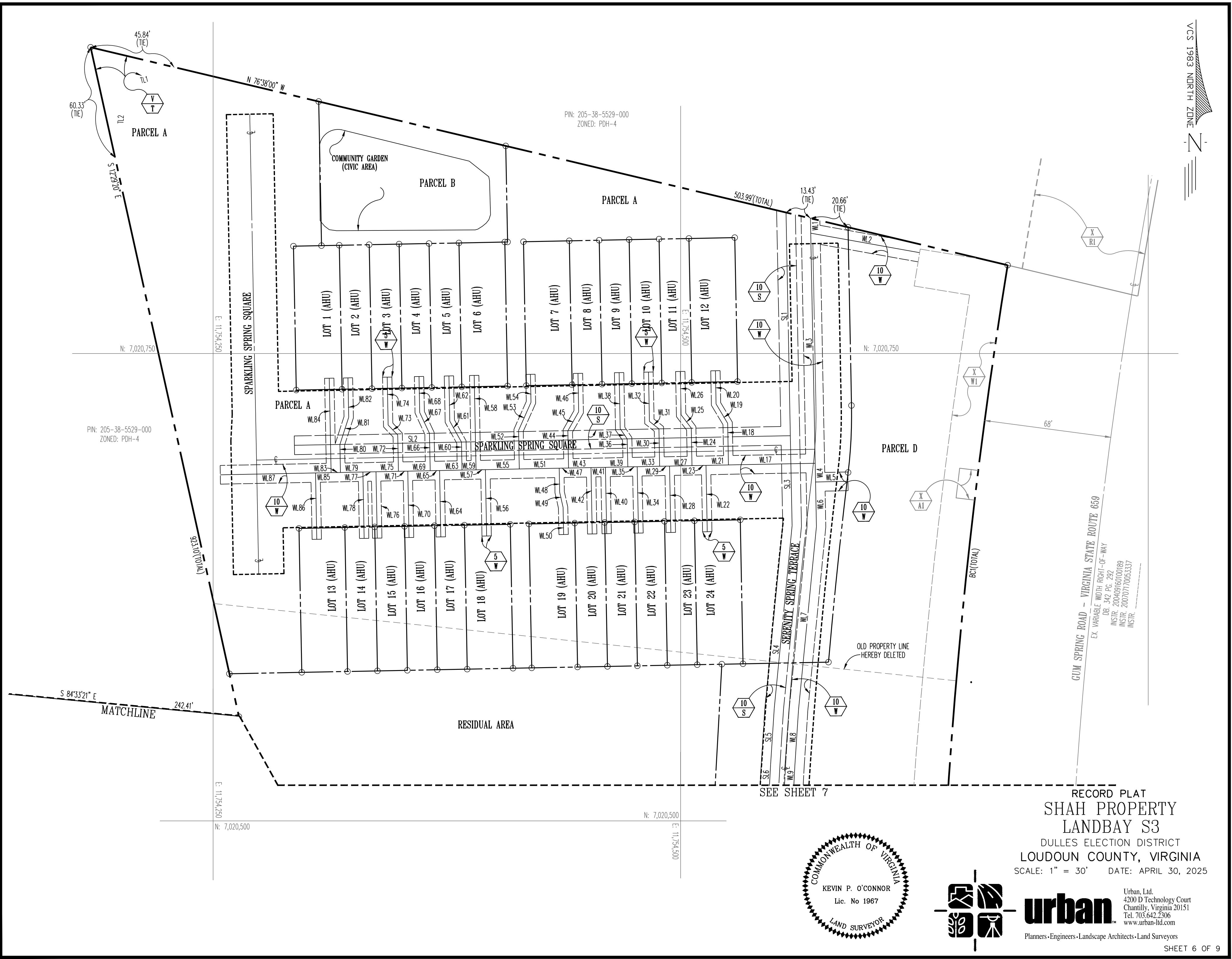








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RECORD PLAT  
H PROPERTY  
ANDBAY S3

DULLES ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA  
SCALE: 1" = 30' DATE: APRIL 30, 2025

SCALE: 1" = 30' DATE: APRIL 30, 2025

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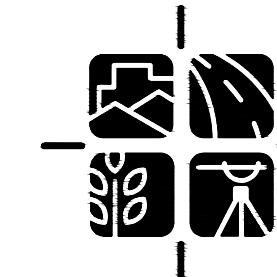
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SHEET 6 OF

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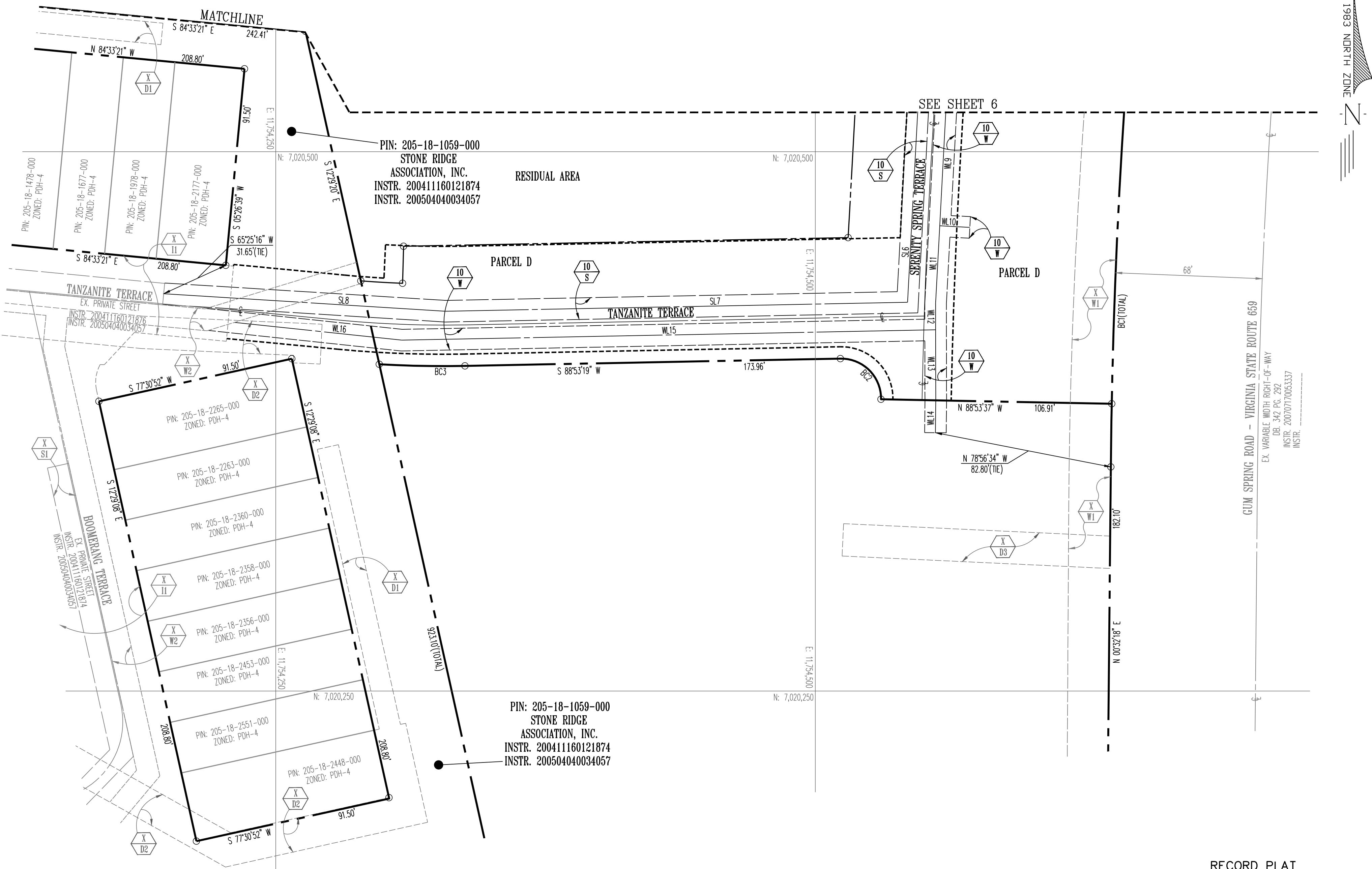
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HEET 6 OF

IEEE 802.11



## INDIVIDUAL LOT AREAS

## ZONING REQUIREMENTS

## SYMBOL LEGEND

LOT	S.F.	ACRES
LOT 1 (AHU)	1,886	0.04331
LOT 2 (AHU)	1,232	0.02828
LOT 3 (AHU)	1,232	0.02828
LOT 4 (AHU)	1,232	0.02828
LOT 5 (AHU)	1,232	0.02828
LOT 6 (AHU)	1,886	0.04331
LOT 7 (AHU)	1,887	0.04331
LOT 8 (AHU)	1,232	0.02828
LOT 9 (AHU)	1,232	0.02828
LOT 10 (AHU)	1,232	0.02828
LOT 11 (AHU)	1,232	0.02828
LOT 12 (AHU)	1,886	0.04331
LOT 13 (A1 IU)	1,886	0.04331
LOT 14 (AHU)	1,232	0.02828
LOT 15 (AHU)	1,232	0.02828
LOT 16 (AHU)	1,232	0.02828
LOT 17 (A1 IU)	1,232	0.02828
LOT 18 (AHU)	1,887	0.04331
LOT 19 (AHU)	1,887	0.04331
LOT 20 (AHU)	1,232	0.02828
LOT 21 (AHU)	1,232	0.02828
LOT 22 (AHU)	1,232	0.02828
LOT 23 (AHU)	1,232	0.02828
LOT 24 (AHU)	1,887	0.04331
TOTAL	34,804	0.79896

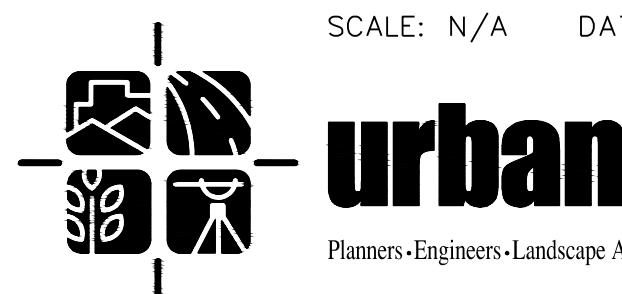
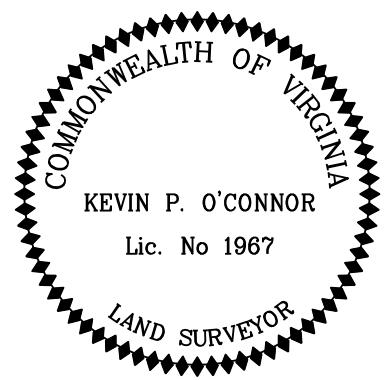
MINIMUM LOT REQUIREMENTS (R-8) <sup>1</sup>		
SFA - SHAH/CROSS RESIDENTIAL		
(REVISED 1993 Z.O. Section 7-800)		
MINIMUM REQUIRED	PROVIDED	
Lot Size	None	
Lot Width	22 feet end unit 14 feet interior unit	22 feet end unit 14 feet interior unit
Front Yard	15 feet	15 feet
Side Yard	8 feet end unit	8 feet end unit
Rear Yard	15 feet	15 feet
Length/Width Ratio	6:1 Maximum	6:1 Maximum
Lot Coverage	75% Maximum	75% Maximum
Maximum Building Height	45 feet Maximum	45 feet Maximum

## NOTES

- 1) Compliance with all applicable R93ZO zoning regulations will be demonstrated at the time of site plan review.
- 2) No one structure shall contain more than (8) dwelling units.

PD-H4 REQUIREMENTS	
[R93ZO Section 4-100]	
District Size	25 Acre Minimum
Maximum Net Residential	4
Floor Area Ratio	0.4 for Service Uses
Open Space	30% Minimum within the District

	5' L.C.S.A. WATER MAIN EASEMENT (TYPICAL) HEREBY CREATED		EX. 20' L.C.S.A. WATERLINE EASEMENT DB. 2100 PG. 2297
	10' L.C.S.A. WATER MAIN EASEMENT HEREBY CREATED		EX. 10' L.C.S.A. WATERLINE EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	VARIABLE WIDTH STORMWATER MANAGEMENT EASEMENT HEREBY CREATED		EX. 10' STORM DRAIN EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	VARIABLE WIDTH LANDSCAPE EASEMENT HEREBY CREATED		EX. 15' STORM DRAIN EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	10' L.C.S.A. SANITARY SEWER EASEMENT HEREBY CREATED		EX. 15' STORM DRAIN EASEMENT INSTR. 200707170053337
	10' STORM DRAIN EASEMENT HEREBY CREATED		EX. PERMANENT STREET RIGHT OF WAY EASEMENT INSTR. 200412100131526
	15' STORM DRAIN EASEMENT HEREBY CREATED		EX. 10' L.C.S.A. SANITARY SEWER EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	VARIABLE WIDTH TREE CONSERVATION EASEMENT HEREBY CREATED		EX. VARIABLE WIDTH INGRESS/EGRESS EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	VARIABLE WIDTH INGRESS/EGRESS EASEMENT HEREBY CREATED		EX. 16' PUBLIC ACCESS EASEMENT INSTR. -----



RECORD PLAT  
SHAH PROPERTY  
LANDBAY S3  
DULLES ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA  
SCALE: N/A DATE: APRIL 30, 2025

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LINE DATA FOR  
INGRESS/EGRESS EASEMENTS

LINE	BEARING	DISTANCE
IL1	N 88°53'19" E	25.00'
IL2	S 01°06'41" E	148.53'
IL3	N 88°53'19" E	274.66'
IL4	N 01°06'41" W	73.48'
IL5	N 88°53'19" E	26.00'
IL6	N 01°06'41" W	87.03'
IL7	N 88°53'19" E	173.93'
IL8	S 84°31'55" E	51.68'
IL9	N 05°26'39" E	0.76'
IL10	S 84°31'55" E	51.72'
IL11	N 02°37'54" E	15.50'
IL12	N 88°53'19" E	202.77'
IL13	N 88°53'19" E	267.66'
IL14	S 01°06'41" E	24.50'
IL15	S 88°53'19" W	27.00'
IL16	N 01°06'41" W	71.60'
IL17	N 02°58'27" E	14.04'
IL18	N 01°06'41" W	160.44'

LINE DATA FOR  
STORM DRAIN EASEMENTS

LINE	BEARING	DISTANCE
DL1	S 32°27'40" E	70.50'
DL2	S 14°30'16" E	77.71'
DL3	S 01°06'41" E	101.24'
DL4	N 88°53'19" E	89.40'
DL5	S 88°28'35" W	93.61'
DL6	N 00°16'42" E	81.19'
DL7	S 88°53'19" W	230.81'
DL8	N 04°57'25" W	77.48'
DL9	S 12°37'27" W	118.00'
DL10	S 05°25'05" W	88.62'
DL11	N 47°21'57" E	45.14'
DL12	N 14°24'37" W	73.53'
DL13	S 77°52'57" W	48.49'

LINE DATA FOR  
LANDSCAPE EASEMENTS

LINE	BEARING	DISTANCE
XL1	N 88°53'19" E	38.00'
XL2	S 01°06'41" E	6.44'
XL3	N 88°53'19" E	23.00'
XL4	S 01°06'41" E	67.00'
XL5	S 88°53'19" W	18.00'
XL6	S 01°06'41" E	75.10'
XL7	N 88°53'19" E	233.66'
XL8	N 01°06'41" W	69.00'
XL9	N 88°53'19" E	23.00'
XL10	N 01°06'41" W	5.00'
XL11	N 88°53'19" E	38.00'
XL12	S 01°06'41" E	93.09'
XL13	N 01°06'41" W	87.03'
XL14	N 88°53'19" E	26.00'
XL15	N 01°06'41" W	73.48'
XL16	N 88°53'19" E	274.66'
XL17	S 01°06'41" E	148.53'
XL18	N 88°53'19" E	25.00'
XL19	N 01°06'41" W	160.44'
XL20	N 02°58'27" E	14.04'
XL21	N 01°06'41" W	71.60'
XL22	S 88°53'19" W	27.00'
XL23	S 01°06'41" E	24.50'
XL24	N 88°53'19" E	267.66'
XL25	N 88°53'19" E	202.77'
XL26	N 02°57'54" E	15.50'
XL27	S 84°31'55" E	51.72'
XL28	S 05°26'39" W	0.76'
XL29	N 84°33'21" W	3.60'
XL30	S 85°14'03" E	55.19'
XL31	S 85°38'55" E	12.58'
XL32	N 02°37'54" E	14.52'
XL33	S 89°49'11" E	41.06'
XL34	N 88°53'19" E	173.39'
XL35	N 03°08'13" E	53.53'
XL36	N 18°30'32" E	73.16'
XL37	S 88°53'34" W	252.34'
XL38	S 01°06'41" E	24.50'
XL39	S 88°53'19" W	35.50'
XL40	N 01°06'41" W	75.60'
XL41	S 88°53'19" W	18.00'
XL42	N 01°06'41" W	175.00'
XL43	N 88°53'19" E	18.00'
XL44	N 01°06'41" W	6.44'

LINE DATA FOR  
CENTERLINES OF STREETS

LINE	BEARING	DISTANCE
CL1	N 01°06'41" W	185.03'
CL2	S 01°06'41" W	61.00'
CL3	N 88°53'19" E	298.55'
CL4	N 01°06'41" W	87.08'
CL5	N 88°53'19" E	213.19'
CL6	S 84°31'55" E	51.71'

LINE DATA FOR  
STORMWATER MANAGEMENT EASEMENTS

LINE	BEARING	DISTANCE
ML1	S 69°37'05" E	16.56'
ML2	S 67°04'18" E	5.23'
ML3	N 89°15'34" E	159.62'
ML4	S 00°53'56" E	66.68'
ML5	N 12°37'27" E	11.17'
ML6	N 05°25'05" E	5.62'
ML7	N 89°45'32" W	152.30'
ML8	S 57°09'13" W	16.29'
ML9	S 14°24'37" E	10.11'
ML10	N 77°52'57" E	12.71'
ML11	N 00°26'50" E	117.10'

LINE DATA FOR  
L.C.S.A. SANITARY SEWER EASEMENTS

LINE	BEARING	DISTANCE
SL1	N 01°06'41" W	119.39'
SL2	N 88°53'19" E	265.23'
SL3	N 01°06'41" W	48.15'
SL4	N 05°35'12" E	98.11'
SL5	S 03°41'23" W	30.23'
SL6	S 03°03'25" W	100.06'
SL7	S 88°53'35" W	214.11'
SL8	N 86°27'26" W	130.87'

LINE DATA FOR  
TREE CONSERVATION EASEMENTS

LINE	BEARING	DISTANCE
TL1	N 75°47'40" E	31.69'
TL2	N 01°09'50" E	40.53'

LINE DATA FOR  
L.C.S.A. WATERLINE EASEMENTS

LINE	BEARING	DISTANCE
WL1	N 01°06'41" W	7.95'
WL2	S 79°51'46" E	59.14'
WL3	S 01°06'41" E	123.08'
WL4	S 01°06'41" E	10.00'
WL5	N 88°53'19" E	17.33'
WL6	N 01°06'41" W	23.91'
WL7	N 05°35'12" E	98.57'
WL8	N 03°41'41" E	30.00'

CURVE DATA FOR LOT LINES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
LC1	3003.86'	102.01'	102.00'	S 05°54'29" W	1°56'44.49"	51.01'
LC2	256.50'	35.88'	35.85'	N 02°52'25" E	8°00'52.92"	17.97'
LC3	481.01'	19.39'	19.39'	S 86°35'56" E	2°18'34.51"	9.70'

CURVE DATA FOR BOUNDARY LINES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
BC1	2934.76'	445.44'	445.01'	S 04°53'08" W	8°41'47.00"	223.15'
BC2	18.50'	29.78'	26.67'	N 45°00'53" W	92°14'31.0	

**EXHIBIT "B"**

**PROFFERS**

**Attached**

**LEGI-2023-0042**  
**STONE RIDGE SECTION 40**  
**ZONING MAP AMENDMENT (ZMAP-2022-0019),**  
**ZONING CONCEPT PLAN AMENDMENT (ZCPA-2021-0003), AND**  
**ZONING CONCEPT PLAN AMENDMENT (ZCPA-2022-0006)**

**JULY 27, 2022**  
**MARCH 7, 2023 (Revised)**  
**JUNE 26, 2023 (Revised)**  
**OCTOBER 20, 2023 (Revised)**  
**NOVEMBER 10, 2023 (Revised)**  
**JANUARY 25, 2024 (Revised)**  
**FEBRUARY 26, 2024 (Revised)**  
**MARCH 28, 2024 (Revised)**  
**APRIL 12, 2024 (Revised)**  
**APRIL 19, 2024 (Revised)**

Potomac Conference Corporation of Seventh Day Adventists, a District of Columbia non-profit corporation, is the sole owner of the approximately 4.3897-acre property designated on Loudoun County Tax Maps as #100/C19////1/ and referenced in the Loudoun County Real Estate Parcel Database as parcel identification number (“PIN”) 205-46-9303-000, (“Land Bay F”), the Stone Ridge Association, Inc., a Virginia corporation, is the sole owner of the approximately 2.9020-acre property designated on Loudoun County Tax Maps as #100/C/7////0/ and referenced in the Loudoun County Real Estate Parcel Database as PIN 204-19-3204-000, (“Land Bay O”), Mohammad A. Shah and Zareen A. Shah are the sole owners of the approximately 23.9376-acre property designated on Loudoun County Tax Maps as #100////////43/ and referenced in the Loudoun County Real Estate Parcel Database as PIN 205-18-1614-000 (the “Shah Property”), and Douglas T. Cross is the surviving tenant by the entirety and sole owner of the approximately 2.6461-acre property designated on Loudoun County Tax Maps as # 100////////43B and referenced in the Loudoun County Real Estate Parcel Database as PIN 205-28-4701-000 (the “Cross Property”). The aforesaid Shah Property and Cross Property are collectively referred to as the “Shah/Cross Property”; the Shah/Cross Property, Land Bay F, and Land Bay O are collectively referred to as the “Property”; and the foregoing identified owners are collectively referred to as the “Owners”. The Owners, on behalf of themselves and their successors in interest, hereby voluntarily proffer, pursuant to Section 15.2-2303, Code of Virginia (1950), as amended, and the ZOR Grandfathering Resolution dated December 13, 2023, that, upon approval of ZMAP-2022-0019, ZCPA-2021-0003, ZCPA-2022-0006, ZMOD-2022-0066, ZMOD-2022-0067, SPEX-2023-0012 and SPEX-2023-0034 (the “Applications”), development of the Property shall be in substantial conformance with the terms and conditions prescribed in this Proffer Statement (the “Proffers”).

If the Applications are approved, these Proffers shall supersede and replace all previously approved proffers for the Property. The previously approved proffers shall remain in effect for any applicable land areas that are not subject of the Applications.

As used herein, the term “County” refers to the Board of Supervisors of Loudoun County, Virginia, or to the applicable Loudoun County government department, staff or official, as the context implies.

As used in these Proffers, the term site plan shall include an application for approval of a site plan or site plan amendment and the term construction plans and profiles (“CPAP”) shall include an application for approval of a CPAP or amendment/revision thereto in accordance with applicable County ordinances. All references in these Proffers to subdivision, subdivision plat, or record plat shall be deemed to include condominium or condominium plat or any other document or mechanism that legally divides the Property into separately transferable units of ownership. Any obligation imposed herein that must be performed prior to, in conjunction with, or concurrently with first or other subdivision or record plat approval shall be deemed to be required to be performed prior to the recordation of any such condominium declaration or plat or other similar document that would have the legal effect of dividing the Property into separately transferable units of ownership.

When any plan submission, signal warrant analysis submission, noise or other impact study submission, bonding, dedication, conveyance, construction, completion of construction, opening of a facility or infrastructure to traffic or use, payment of cash, or any other act or activity required in these Proffers is required to be performed, submitted, recorded, paid, and/or completed prior to the issuance of a certificate of occupancy, the said certificate of occupancy shall not be issued until the Owner has provided written documentation from the County Department of Building and Development (“B&D”) or Zoning Administration staff that the said act, or activity has been made or completed, or provided documentation from Zoning Administration staff that the said payment, act, or activity is no longer a prerequisite for issuance of such certificate of occupancy.

The Zoning Administrator may grant an extension to any dates or events provided in these Proffers by which time a commitment must be fulfilled if the Zoning Administrator determines that an extraordinary, unforeseeable event or circumstance beyond the control of the Owner has prevented the fulfillment of its obligations under these Proffers within the stated time period. In the event of such an extension, the Owner shall secure fulfillment of such commitment by providing a bond or other adequate surety deemed satisfactory by the Zoning Administrator and shall fulfill such commitment with the time period set forth in the extension.

#### **A. CONCEPT DEVELOPMENT PLAN**

The development of the Property shall be in substantial conformance with the conditions set forth in these Proffers and the Concept Development Plan hereby defined and identified as Sheets 01, 04, 05, 06, 07, 08, 09, and 21 of the plan set entitled “ZONING MAP AMENDMENT, ZONING CONCEPT PLAN AMENDMENT, SPECIAL EXCEPTION & ZONING MODIFICATIONS, STONE RIDGE SECTION 40, LEGI-2023-0042, ZMAP-2022-0019, ZCPA-2021-0003, ZCPA-2022-0006, ZMOD-2022-0066, ZMOD-2022-0067, SPEX-2023-0012, & SPEX-2023-0034” and dated August 23, 2022 with revisions through April 19, 2024 (the “CDP”) prepared by J2 Engineers, Inc. and incorporated by reference as Exhibit A. The CDP shall control the general layout and configuration of development of the Property. Minor adjustments to the

locations of the proposed roads and improvements shown on the CDP shall be permitted as reasonably necessary to address grading; drainage; environmental, cultural and natural features; development ordinance requirements; and other final engineering considerations; and to accommodate the recommendations of archaeological studies, if any, provided that any such adjustments shall be determined by the Zoning Administrator to be in substantial conformance with the CDP and these Proffers as defined by the Loudoun County Zoning Ordinance (“Zoning Ordinance”).

## **B. PROPOSED LAND USES**

Upon approval of ZMAP-2022-0019 and ZCPA-2022-0006 by the County, the zoning classification of the Shah/Cross Property shown as Land Bays S1, S2, and S3 on Sheet 04 of the CDP is amended from the R-1 Single Family Residential zoning district to the Planned Development-Housing with maximum density of four (4) dwelling units per acre (“PD-H4”) zoning district with development of the Shah/Cross Property administered pursuant to the R-8 Single Family Residential Affordable Dwelling Unit Development (“R-8 ADU”) zoning district as set forth in Section 7-800 of the Revised 1993 Zoning Ordinance.

Upon approval of ZCPA-2021-0003 by the County, the land use designation of Land Bay F as shown on Sheet 05 of the CDP is amended from “CHURCH” under the PD-H4 zoning district to residential under the PD-H4 zoning district with development administered pursuant to the R-8 ADU zoning district as set forth in Section 7-800 of the Revised 1993 Zoning Ordinance.

Upon approval of ZCPA-2022-0006 by the County, the land use designation of Land Bay O as shown on Sheet 05 of the CDP is amended from “HOA OPEN SPACE” to “OPEN SPACE - COMMON” under the PD-H4 zoning district. Permitted uses shall include community amenities set aside for use and enjoyment of members of the homeowners association for the Property and maintenance needs of said homeowners association which could include any one or more of the following: a community building with a maximum gross floor area of 10,000 square feet, swimming pool with a maximum water surface area of 4,000 square feet, tot lot, maximum of four (4) tennis courts, maximum of eight (8) pickleball courts, dog park, and maintenance/storage building with a maximum gross floor area of 1,200 square feet.

1. Residential Building Typologies. The Shah/Cross Property and Land Bay F, collectively, shall be developed with a maximum of 144 single family dwellings units (exclusive of any accessory dwelling units) distributed throughout the community within six distinct building typologies as shown and listed on Sheet 09 of the CDP. The width, depth, and minimum yards as well as garage, driveway, and front door orientation for each building typology is shown on the lot typical for said building typology on Sheet 07 of the CDP and labeled “LOT TYPICALS”. Each applicable record plat, site plan, and CPAP for the Property shall include a tabulation of the number of dwelling units of each building typology shown on said plan as well as the cumulative total number of dwelling units of each building typology shown on previously approved record plats, site plans, and/or CPAPs for the Property to demonstrate compliance with the aforesaid maximum number of dwelling units of each building typology listed on Sheet 09 of the CDP.

2. Residential Architecture. In order to provide a cohesive overall character for the Stone Ridge community, a design concept shall be implemented for the building architecture through a like palette of materials, colors, and architectural vernacular consistent with the existing homes within the Stone Ridge. Slight variations within the facades shall be incorporated to create visually engaging buildings. These can include but are not limited to; variation in wall planes, roof lines, detailing, and addition of architectural elements such as balconies, canopies, gables, dormers, and awnings. All façades of a dwelling shall be consistent with the selected architectural style.

(a) Design Requirements for All Dwelling Units.

(i) All dwellings shall be oriented with the primary front façade facing a public or private road with sidewalks and lead walks to the dwelling. Private roads shall include parallel parking. Front doors shall be painted or stained wood, fiberglass, or steel with raised panel profiles. Transoms and sidelights shall have true divided lights or simulated divided lights with mullions.

(ii) All attached garages shall be integrated into the architectural design and consist of the same quality of material and finish as the principal structure. Attached garage foundation water tables must be of the same material as the main structure. Garage doors shall be wood, fiberglass, or aluminum and shall be painted or stained. Driveways for all garages shall be a minimum of 18 feet in length.

(iii) Exterior building materials may include brick, stone, fiber cement siding, wood siding, vinyl siding, architectural metal panel, and/or cultured stone.

(iv) Brick or stone water table is required on the front of all residential structures constructed on corner and interior lots when the exposed basement wall masonry is greater than 12 inches in height. A brick or stone water table is not required on interior lots between intersecting roads and when it is not visible from the road when screened by landscaping.

(v) Roof styles may include gabled, hip, gambrel, or flat. Roofing materials may include asphalt shingles and/or standing seam metal.

(vi) All paint colors shall be complimentary to one another and to the other building materials.

(vii) All mechanical and electrical equipment associated with each individual house shall be located on the lot for said house between the front of the main mass of the residential house and the rear property line of said lot and shall be screened from view from any public travel way by architectural treatment, landscaping, or both.

(b) Additional Single Family Attached Design Requirements

(i) The front façade of each building containing single family attached (“SFA”) dwelling units (an “SFA Building”) shall be articulated. A minimum articulation of eight inches (8”) shall be required between any two (2) adjoining dwelling units identified as “SFA TYPE D: 24’ FRONT LOAD” or “SFA TYPE F: 20’ REAR LOAD” on Sheet 07 of the CDP to avoid such adjoining units from being flush, or in-line, with each other. A minimum articulation of eight inches (8”) shall be required between a pair of two (2) dwelling units identified as “SFA TYPE E: NO GARAGE” on Sheet 07 of the CDP and another single or pair of two (2) of such dwelling units to avoid such pairs of units from being flush, or in-line, with each other. In addition, a minimum of thirty percent (30%) of the collective total surface area of all SFA Building front facades, excluding fenestrations, shall consist of a building material other than vinyl siding.

(ii) The side facade of each SFA Building shall utilize one or more of the following features as part of the architectural design: indentations, bay or box windows, building articulation, chimneys, and/or a defined water table. Rear elevations may consist of one permitted building material but may include balconies or decks (including rooftop decks) to provide articulation.

The Owner shall submit architectural elevations for such dwelling unit to the Zoning Administrator that specifically identifies the architectural features demonstrating compliance with this Proffer B.2 concurrently with submittal of the zoning permit for each dwelling unit constructed on the Property,

3. Universal Design Elements. The Owner shall include the following universal design features as optional features in all Market-Rate Dwelling Units, ADUs, and WHUs (all as defined below in Proffer C) constructed on the Property and offered for sale to initial home purchasers at the time a purchase agreement has been executed:

- (a) Front entrance doors that are a minimum of 36” wide;
- (b) Rocker light switches, thermostats, and other environmental and security controls (if any) installed in accessible locations and at a maximum height of 48" above finished floor;
- (c) Electrical and multi-media outlets installed at a minimum height of 18" above finished floor;
- (d) Reinforcements provided in the walls of one bathroom, at a minimum, to allow for the installation of grab bars;
- (e) Shower pan in one bathroom, at a minimum, with maximum curb height of 4.5";
- (f) Elevated (comfort height) toilets; and

(g) Lever door handles on all hinged doors.

Concurrently with submittal of the zoning permit for each dwelling unit constructed on the Property, the Owner shall submit architectural elevations and floor plans for such dwelling unit along with documentation demonstrating that the aforesaid Universal Design Features have been, or shall be, offered as optional features to the aforesaid initial home purchaser of said dwelling unit to the Zoning Administrator and specifically identify each of the universal design features listed above to demonstrate compliance with the foregoing proffer.

4. Green Building Practices. All dwelling units to be constructed on the Property shall be designed to meet the certification requirements under one of the following programs, or an alternative third-party program and certification that achieves the substantive intent of the programs identified below, to be selected by the Owner, in consultation with the Zoning Administrator.

(a) ENERGY STAR®. Certification in accordance with the National Green Building Standard using the ENERGY STAR® Qualified Homes path for energy performance, as demonstrated through documentation submitted to the Zoning Administrator prior to approval of the zoning permit for each dwelling unit that the design of the building containing said unit has been completed in a manner to achieve the Energy Star certification and the subsequent submission of documentation to the Zoning Administrator from a home energy rater certified through the Home Innovation Research Labs that demonstrates that each dwelling unit has attained the certification prior to the issuance of the certificate of occupancy for said dwelling unit;

(b) Earth Craft. Certification in accordance with the Earth Craft House Program, as demonstrated through documentation submitted to the Zoning Administrator prior to approval of the zoning permit for each dwelling unit that the design of the building containing said unit has been completed in a manner to achieve the Earth Craft certification and the subsequent submission of the certification to the Zoning Administrator prior to the issuance of the certificate of occupancy for each dwelling unit; or

(c) NAHB National Green Building Program. Certification in accordance with the National Association of Home Builders (NAHB) National Green Building Program, Bronze level, as demonstrated through documentation submitted to the Zoning Administrator prior to approval of the zoning permit for each dwelling unit that the design of the building containing said unit has been completed in a manner to achieve “Green Certification” and the subsequent submission of a copy of the “Green Certificate” issued by NAHB in accordance with its “Green Certificate Program” prior to issuance of the certificate of occupancy for each dwelling unit.

5. Community Green. The Owner shall design and construct a community green (minimum area of 28,000 square feet) within Land Bay S1 in the location shown on Sheet 04 of the CDP and identified as “COMMUNITY GREEN” (the “Community Green”). The limits, location, and specific details of the Community Green shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and completed and available for use no later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1. The community amenities within the Community Green shall include (i) an open play lawn (minimum area of 12,500 square feet), (ii) four (4) benches, and (iii) two (2) short-term bicycle racks installed pursuant to Proffer E.3(c).

6. Community Garden. The Owner shall design and construct a community garden (minimum area of 4,000 square feet) within Land Bay S3 in the location shown on Sheet 04 of the CDP and identified as “COMMUNITY GARDEN” (the “Community Garden”). The limits, location, and specific details of the Community Garden shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S3, bonded for construction prior to approval of such site plan or CPAP, and completed and available for use no later than approval of the 16th cumulative zoning permit for dwelling units constructed within Land Bay S3. The community amenities within the Community Garden shall include (i) one (1) worktable minimum three feet (3') in width and six feet (6') in length with three (3) benches, and (ii) ten (10) raised planting beds minimum four feet (4') in width and eight feet (8') in length.

7. Pollinator Meadow. The Owner shall design and install pollinator plantings (minimum area of 3,500 square feet) within Land Bay S1 in the location shown on Sheet 04 of the CDP and identified as “POLLINATOR MEADOW” (the “Pollinator Meadow”). The limits, location, and specific details of the Pollinator Meadow shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and completed no later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1. Notwithstanding the said timeframe, the Owner may seek an extension to this timeframe in accordance with seasonal constraints for the plantings to the end date of the next available Planting Season. “Planting Season” is defined as either March 1 to May 31 or September 1 to November 30. The Pollinator Meadow shall contain a minimum of three hundred (300) plant units. The number of plant units that a particular plant type shall be calculated as follows:

- (a) Ten (10) plant units per one (1) Large Deciduous Tree
- (b) Six (6) plant units per one (1) Evergreen Tree
- (c) Five (5) plant units per one (1) Small Deciduous Tree

- (d) Two (2) plant units per one (1) Shrub
- (e) One (1) plant unit per one (1) Ornamental Grass
- (f) One quarter (0.25) plant unit per one (1) Perennial

Plant unit species shall be limited to a combination of shrubs, ornamental grasses, and perennials that will provide nectar and/or pollen sources during all four flowering periods (spring, early summer, late summer, fall). The pollinator plant species shall consist of one hundred percent (100%) Virginia native species, with an emphasis on Northern Virginia native species. The pollinator plant species within the Pollinator Meadow shall comply with the following:

- (a) Diversity of plant unit type and species shall be provided such that no single plant type may exceed 50% of the total number of required plant units and a minimum of three (3) different species shall be required for each plant type; and
- (b) All plant material installed shall meet the requirements of the American National Standards Institute, American Standard for Nursery Stock, ANSI Z60.1-2014. The minimum sizes required for each plant type are as follows:
  - (i) All deciduous trees shall have a minimum caliper of 1 inch;
  - (ii) Evergreen trees shall be a minimum of 6 feet in height; and
  - (iii) Shrubs be a minimum size of three-gallon and all perennials and ornamental grasses shall be a minimum size of one-gallon.

8. Design Standards for Community Buildings and Facilities. The design of site plan(s) and architectural plan(s) for all community buildings and facilities to be constructed on Land Bays O and S2 of the Property shall be consistent with the following:

- (a) Building Architecture and Facades. The architectural theme, exterior materials, colors, and architectural treatments of all buildings to be constructed within Land Bays O and S2 shall be compatible and complementary with the architectural theme, exterior materials, colors, and architectural treatments of existing community facilities constructed within Stone Ridge. Prior to approval of any site plan showing buildings to be constructed within Land Bays O and S2, the Owner shall submit to the Zoning Administrator architectural elevations, materials, and color palettes demonstrating compliance with this Proffer B.8.(a) for each building shown on such site plan. Any side or rear building elevations which have the majority of their surface area parallel to, or approximately parallel to, public road frontage, shall have their facades covered generally with the same materials and architectural style as is used for the front of the buildings. All building

facades, particularly in the front of buildings, shall be articulated with a change in elevation or by providing entrance features so that buildings are visually interesting, and entrances are clearly identified.

(b) Loading and Trash Collection Areas. To the extent reasonably feasible, any service and delivery loading docks and loading spaces shall be oriented so as to have minimum visibility from public roads. If such loading docks and spaces are not substantially blocked from view from public roads, they shall be treated with architectural elements or decorative fencing and landscaping to screen such loading docks loading spaces from such public roads. All dumpster pads and other trash collection areas shall be totally enclosed by architectural elements, fencing, and other buffering and screening to minimize negative visual impacts.

(c) Screening of Rooftop Mechanical Units. Any mechanical units placed on the rooftops of buildings in Land Bays O and S2 shall be screened by architectural features compatible with building façade architecture. Screening shall be such as to block such units from view by persons on any public street immediately adjoining Land Bays O and S2.

(d) Pedestrian Circulation. In designing and developing the uses on Land Bays O and S2, the Owner shall provide pedestrian connections among all buildings constructed in Land Bays O and S2 and to the surrounding development outside of Land Bays O and S2. The site design shall provide for dedicated pedestrian walkways to ensure the separation of vehicular traffic and pedestrian movements.

9. Limitation on Approval of Zoning Permits for Dwelling Units. Subject to satisfaction of, and compliance with, all other governmental requirements and the terms and conditions prescribed in these Proffers, zoning permits shall not be approved for more than twenty-six (26) Market-Rate Dwelling Units (as defined below in Proffer C) to be constructed on the Property prior to January 1, 2027, and eighty-six (86) Market-Rate Dwelling Units to be constructed on the Property prior to January 1, 2028. ADUs, AHUs, and WHUs (all as defined below in Proffer C) shall be exempt from the aforesaid limitations on approval of zoning permits for dwelling units constructed on the Property.

## C. ATTAINABLE HOUSING

1. Affordable Dwelling Units. The Owner shall provide a minimum of twelve and one-half percent (12.5%) of the total number of dwelling units constructed on the Property (exclusive of any accessory apartments or dwellings) as affordable dwelling units (the “Required ADUs”) in accordance with the provisions of Article 7 of the Revised 1993 Zoning Ordinance and in accordance with Chapter 1450 of the Codified Ordinances of Loudoun County. As set forth in Article 7 of the Revised 1993 Zoning Ordinance, the Owner may provide affordable housing units (“AHUs”) in lieu of ADUs.

2. Workforce Housing Units. In addition to providing ADUs or, in the alternative, AHUs pursuant to Proffer C.1. above, the Owner shall provide a minimum of four and two tenths percent (4.2%) of the total number of dwelling units constructed on the Property (exclusive of any accessory apartments or dwelling units) as workforce housing units (“WHUs”) offered either for sale or as a rental, at the Owner’s option, to families or individuals with median household incomes equal to, or less than, eighty percent (80%) of the Average Median Household Income (“AMI”) of the Washington, DC Metropolitan Statistical Area (“Washington MSA”) as published by HUD for the applicable year in which the home is first occupied by such family or individual.

(a) Certificates of occupancy for no more than ninety percent (90%) of the total number of dwelling units permitted within the Property shall be issued prior to issuance of certificates of occupancy for 100 percent (100%) of the WHUs to be constructed hereunder.

3. Market-Rate Dwelling Unit Definition. As used herein, the term “Market-Rate Dwelling Unit” includes any dwelling unit constructed on the Property except an ADU, AHU, WHU, or accessory dwelling.

## **D. HOMEOWNERS ASSOCIATION**

1. Homeowners Association. All owners of the dwelling units constructed on the Property shall be members of a homeowners association (“HOA”), either existing or newly established, and shall be subject to the covenants, declarations, and related governance documents established by the HOA which shall include standards for the construction of all improvements and maintenance of landscaping as well as regulations for the use of privately owned land and structures within the Property (together, the “HOA Documents”). All owners of dwelling units to be constructed on the Property shall be subject to the HOA Documents.

2. Establishment of the HOA. Prior to the approval of the first record plat, site plan, or CPAP, whichever is first in time, for development of dwelling units on the Property, draft documents for annexing the Property into an existing HOA or the establishment of a new HOA for the Property shall be prepared and submitted to the County for review and approval. The draft documents shall include the HOA Documents. The new HOA shall be established for the Property, or annexation of the Property into an existing HOA shall be completed, and the HOA Documents as approved by the County shall be recorded in the Land Records prior to, or concurrent with, either (i) the recordation of the first record plat creating residential lots on the Property or (ii) approval of a site plan or CPAP for the Property, whichever is first in time. In addition to any other requirements set forth in these Proffers, the HOA Documents shall provide for the Owner to have the unilateral right, without approval or consent of any other landowner, to record amendments to the HOA Documents as necessary to maintain compliance with these Proffers.

3. General Responsibilities. The HOA shall be responsible for solid waste collection; snow removal from private roads, parking areas, and pedestrian facilities throughout the Property; and maintenance of all landscaping including the Community Green, Community Garden, and Pollinator Meadow referenced in Proffer B. above, all common areas and open space areas, recreational facilities, storm water management facilities, private roads, parking areas, bicycle facilities, fire lane identification along all private and public roads within the Property, lighting within common areas, and all sidewalks and trails within or adjacent to the Property to the extent not otherwise maintained by the County or the Virginia Department of Transportation (“VDOT”).

4. Accessory Dwellings. The HOA Documents shall include language which does not restrict accessory dwellings on single family detached lots within the Property if such accessory dwelling is constructed on the second level of an accessory detached garage.

5. Land Bay S2. The Owner shall transfer ownership of that portion of the Property designated as “LAND BAY S2” on Sheet 04 of the CDP to the HOA prior to issuance of the first certificate of occupancy for a dwelling unit constructed on the Shah/Cross Property.

## E. TRANSPORTATION

1. Regional Transportation Contribution. The Owner shall make a one-time regional road contribution to the County in the amount of \$6,000.00 for each Market-Rate Dwelling Unit constructed on the Property. This per-unit contribution, adjusted on a yearly basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for construction of each Market-Rate Dwelling Unit and shall be payable prior to issuance of the certificate of occupancy for said dwelling unit. The aforesaid contributions are for regional road or transportation improvements within the Dulles Planning Subarea. Notwithstanding the foregoing, upon completion of the Gum Spring Road Offsite Pedestrian Improvements referenced in Proffer E.3(a)(i) below and the Kudo Court Offsite Trail Connection referenced in Proffer E.3(a)(ii) below, and approval of the final accounting of the construction costs for said improvements by the Zoning Administrator (the “Approved Costs”), the Owner shall receive a credit toward the calculation of future residential regional transportation contributions attributable to construction of Market-Rate Dwelling Units within the Property equal to the Approved Costs. Such credit shall be applied on a proportional basis with the numerator being the Approved Costs and the denominator being the number of Market-Rate Dwelling Units remaining to be constructed within the Property for which zoning permits have not been approved. In no event shall the Owner be entitled to reimbursement or refund of contributions paid prior to application of the credit provided in this Proffer E.1.

2. Regional Transit Contribution. The Owner shall make a one-time regional transit contribution to the County in the amount of \$1,000.00 for each Market-Rate Dwelling Unit constructed on the Property. This per-unit contribution, adjusted on a yearly

basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for construction of each Market-Rate Dwelling Unit and shall be payable prior to issuance of the certificate of occupancy for said dwelling unit. The County shall deposit the aforesaid contributions in a Transit/Rideshare related County trust fund or use such contributions to support transit services within the Dulles Planning Subarea or as otherwise designated in the Loudoun County 2019 Countywide Transportation Plan ("CTP").

(a) Bus Stops and Shelters. In addition to the aforesaid regional transit contribution, the Owner shall design, bond, and construct three (3) concrete pads on the Property for future installation of three (3) bus shelters by others, in the approximate locations within Land Bays S1, S3, and F labeled "BUS SHELTER" on sheets 04 and 05 of the CDP. Each bus shelter concrete pad shall be located adjacent to an accessible sidewalk constructed in accordance with the Americans with Disabilities Act ("ADA") guidelines and be a minimum of eight feet (8') in width and fourteen feet (14') in length to accommodate a bus shelter that is six feet (6') in width and twelve feet (12') in length with one foot (1') of clearance on all sides. Each of the aforesaid bus shelter concrete pads shall be located in a public access easement granted to the County, in a form approved by the County Attorney's Office, that is a minimum of ten feet (10') in width and sixteen feet (16') in length to encompass the bus shelter concrete pad and be located one foot (1') outside the perimeter of such pad. An accessible concrete landing pad (minimum of five feet (5') in width) meeting the aforesaid ADA guidelines shall be installed between the sidewalk/shared use path and the street curb for a length of eight feet (8') at each bus shelter concrete pad location (a "Bus Stop Landing Pad"). Each Bus Stop Landing Pad shall be located within the VDOT right-of-way (subject to VDOT approval), or a public access easement granted to the County in a form approved by the County Attorney's Office. Collectively, a bus shelter concrete pad and accompanying Bus Stop Landing Pad is referred to herein as a "Bus Stop." The final location of each Bus Stop shall be determined in consultation with the Transit Services and Operation Division of the Department of General Services ("Transit Services"). The location selection, design, approval, and construction process for each Bus Stop shall be as follows:

(i) The Owner shall meet with Transit Services to coordinate the final location of each of the three (3) Bus Stops prior to submission of the first site plan or CPAP, whichever is first in time, for development of residential lots within the land bay in which each Bus Stop is to be located. Subsequently, the Owner shall include the agreed-upon location of the Bus Stop and details of the Bus Stop design and the required public access easements(s) on each applicable site plan or CPAP and submit to the County and VDOT (if applicable) for review and approval.

(ii) Prior to, or concurrently with, approval of the aforesaid site plan or CPAP, the Owner shall bond the construction of the Bus Stop and grant the

designated public access easement(s). Upon approval of the site plan or CPAP, the Owner shall obtain the applicable construction permits and complete construction of the Bus Stop(s) and accessible sidewalk(s) shown thereon. Each Bus Stop and accessible sidewalk shall be completed by the Owner and be available for installation of a bus shelter by Transit Services prior to issuance of the first certificate of occupancy for a dwelling unit constructed in the land bay in which the respective Bus Stop is located.

(iii) The Owner shall also provide a cash contribution to the County in the total amount of \$75,000 (\$25,000 for each of the proposed bus shelters to be installed by Transit Services on the completed bus stop concrete pads) prior to the issuance of the certificate of occupancy for the first dwelling unit constructed within the Property. The amount of such contribution shall be adjusted on a yearly basis pursuant to Proffer I. below. The aforesaid contribution shall be used to fund the installation of transit amenities or facilities in the Dulles Planning Subarea.

3. Pedestrian and Bicycle Facilities.

(a) Sidewalks/Trails/Shared Use Paths. The Owner shall design, bond, and construct the sidewalks, trails, and shared use paths listed below at no public cost except as otherwise set forth herein.

(i) Gum Spring Road Offsite Pedestrian Improvements. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct (x) an asphalt (or concrete in the event VDOT will not accept asphalt) sidewalk that is, at minimum, six feet (6') in width, within the existing dedicated right-of-way along the west side of Gum Spring Road in the locations shown on Sheets 04 and 21 of the CDP identified as "PROPOSED OFFSITE 6' SIDEWALK WITHIN EXISTING GUM SPRING ROAD RIGHT OF WAY" and consistent with the "GUM SPRING ROAD SIDEWALK" cross-section depicted on Sheet 21 of the CDP; and (y) an asphalt (or concrete in the event VDOT will not accept asphalt) shared use path that is, at minimum, ten feet (10') in width, within the existing dedicated right-of-way along the west side of Gum Spring Road in the location shown on Sheets 04 and 21 of the CDP identified as "PROPOSED 10' OFFSITE SHARED USE PATH WITHIN EXISTING GUM SPRING ROAD RIGHT OF WAY" and consistent with the "GUM SPRING ROAD SHARED USE PATH" cross-section depicted on Sheet 21 of the CDP (collectively, the "Gum Spring Road Offsite Pedestrian Improvements"). The limits, location, and specific details of the Gum Spring Road Offsite Pedestrian Improvements shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such

site plan or CPAP, and completed and available for pedestrian use no later than approval of the 80th cumulative zoning permit for dwelling units constructed within Land Bay S1. All actual costs associated with the design, review, bonding, and construction of the Gum Spring Road Offsite Pedestrian Improvements shall be credited towards the Owner's residential regional transportation contribution as provided in Proffer E.1. above.

(ii) Kudu Court Offsite Trail Connection. The Owner shall design, bond, and construct an asphalt trail that is, at minimum, eight feet (8') in width and located within a public access easement that is, at minimum, ten feet (10') wide in the location shown on Sheets 04 and 21 of the CDP and identified as the "PROPOSED OFFSITE 8' ASPHALT KUDO CT TRAIL" (the "Kudo Court Offsite Trail Connection"), subject to the Westview Estates Homeowners Association ("Westview HOA") granting approval of said trail and their execution of a deed in a form approved by the County Attorney granting said public access easement to the County. The Owner shall make a good faith effort to secure the necessary public access easement from Westview HOA prior to approval of the first site plan or CPAP, whichever is first in time, for development of residential units in Land Bay S1. If the Owner is not able to secure the easement from Westview HOA within this time period, the Owner shall present to the Zoning Administrator evidence demonstrating Owner's good faith effort to acquire the easement. If the Zoning Administrator determines that Owner has demonstrated that it made a good faith effort to acquire the easement, then the Owner will be relieved of any further obligation to design and construct the Kudu Court Offsite Trail Connection under this Proffer E.3(a)(ii). However, if Owner is able to obtain the easement from Westview HOA, then the limits, location, and specific details of the Kudu Court Offsite Trail Connection shall be shown on the first site plan or CPAP, whichever is first in time, submitted to the County following the Owner's receipt of approval from the Westview Estates HOA and their agreement to execute a deed granting said public access easement to the County, bonded for construction prior to approval of such site plan or CPAP, and constructed and available for pedestrian use no later than approval of the 80th cumulative zoning permit for dwelling units constructed within Land Bay S1. All actual costs associated with the design, review, bonding, and construction of the Kudu Court Offsite Trail Connection shall be credited towards the Owner's residential regional transportation contribution as provided in Proffer E.1. above.

(iii) Gum Spring Road Shared Use Path. The Owner shall dedicate at no public cost all necessary right-of-way for the construction of an asphalt (or concrete in the event VDOT will not accept asphalt) shared use path that is, at minimum, ten feet (10') in width, consistent with the

“GUM SPRING ROAD SHARED USE PATH” cross-section depicted on Sheet 21 of the CDP (the “Gum Spring Road Shared Use Path”) in the locations shown on Sheets 04 and 21 of the CDP identified as “PROPOSED 10’ SHARED USE PATH”. The Owner shall grant any related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said shared use path. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct the Gum Spring Road Shared Use Path. The limits, location, and specific details of the Gum Spring Road Shared Use Path shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed within Land Bay S1.

(iv) Offsite Pond Trail. The Owner shall design and construct a natural surface trail that is, at minimum, five feet (5’) in width and located offsite on PIN 205-27-1003 within a public access easement that is, at minimum, ten feet (10’) wide in the location shown on Sheet 04 of the CDP and identified as “PROPOSED OFFSITE POND TRAIL 5’ WIDE, NATURAL SURFACE” (the “Offsite Pond Trail”). The limits, location, and specific details of the Offsite Pond Trail shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed within Land Bay S1. The Offsite Pond Trail is located on that certain parcel identified as PIN 205-27-1003 owned by the Stone Ridge Association, Inc., a Virginia corporation (“Stone Ridge HOA”) that is not subject to the Applications and these Proffers. The Owner shall obtain a public access easement from the Stone Ridge HOA granted to the County, at no cost to the County, in a deed approved to form by the Office of the County Attorney, prior to approval of the site plan or CPAP on which the Offsite Pond Trail is shown.

(v) Onsite Pond Trail. The Owner shall design and construct a natural surface trail that is, at minimum, five feet (5’) in width and located within a public access easement that is, at minimum, ten feet (10’) wide in the location shown on Sheet 04 of the CDP and identified as “PROPOSED ON-SITE POND TRAIL 5’ WIDE, NATURAL SURFACE” (the “Onsite Pond Trail”). The limits, location, and specific details of the Onsite Pond Trail shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for

construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed within Land Bay S1. The public access easement shall be granted to the County, in a deed approved to form by the County Attorneys' Office, prior to approval of the site plan or CPAP on which the Onsite Pond Trail is shown.

(vi) Greenstone Drive Frontage Sidewalk. The Owner shall dedicate at no public cost all necessary right-of-way for the construction of a concrete sidewalk that is, at minimum, six feet (6') in width, consistent with the "GREENSTONE DR" cross-section depicted on Sheet 05 of the CDP (the "Greenstone Drive Frontage Sidewalk") in the location shown on Sheets 05 and 21 of the CDP identified as "PROPOSED 6' CONCRETE SIDEWALK". The Owner shall grant any related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said sidewalk. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct the Greenstone Drive Frontage Sidewalk. The limits, location, and specific details of the Greenstone Drive Frontage Sidewalk shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on Land Bay F, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed on Land Bay F.

(vii) Stone Springs Boulevard Frontage Sidewalk. The Owner shall dedicate at no public cost all necessary right-of-way for the construction of a concrete sidewalk that is, at minimum, six feet (6') in width, consistent with the "STONE SPRINGS BLVD" cross-section depicted on Sheet 05 of the CDP (the "Stone Springs Boulevard Frontage Sidewalk") in the location shown on Sheets 05 and 21 of the CDP identified as "PROPOSED 6' CONCRETE SIDEWALK". The Owner shall grant any related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said sidewalk. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct the Stone Springs Boulevard Frontage Sidewalk. The limits, location, and specific details of the Stone Springs Boulevard Frontage Sidewalk shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on Land Bay F, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of

the first certificate of occupancy for a dwelling unit constructed on Land Bay F.

(viii) Greenstone Drive Offsite Sidewalk. The Owner shall , subject to the approval of the County and VDOT, design, bond, and construct a sidewalk that is, at minimum, six feet (6') in width, consistent with the "GREENSTONE DR" cross-section depicted on Sheet 05 of the CDP in the location shown on Sheets 05 and 21 of the CDP identified as "PROPOSED OFFSITE 6' SIDEWALK WITHIN PROPOSED DEDICATED RIGHT OF WAY" (the "Greenstone Drive Offsite Sidewalk"). The limits, location, and specific details of the Greenstone Drive Offsite Sidewalk shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on Land Bay F, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed on Land Bay F. Construction of the Greenstone Drive Offsite Sidewalk requires the dedication of right-of-way from, and may require the grant of related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said sidewalk on, that certain parcel identified as PIN 205-37-3473 owned by the Stone Ridge HOA that is not subject to the Applications and these Proffers. The Owner shall obtain said right-of-way dedication and the grant of any related easements from the Stone Ridge HOA, at no cost to the County, in a deed approved to form by the Office of the County Attorney, prior to approval of the site plan or CPAP on which the Greenstone Drive Offsite Sidewalk is shown.

(ix) Stone Springs Boulevard Offsite Sidewalk. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct a sidewalk that is, at minimum, six feet (6') in width, consistent with the "STONE SPRINGS BLVD" cross-section depicted on Sheet 05 of the CDP in the location shown on Sheets 05 and 21 of the CDP identified as "PROPOSED OFFSITE 6' SIDEWALK WITHIN PROPOSED DEDICATED RIGHT OF WAY" (the "Stone Springs Boulevard Offsite Sidewalk"). The limits, location, and specific details of the Stone Springs Boulevard Offsite Sidewalk shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on Land Bay F, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed on Land Bay F. Construction of the Greenstone Drive Offsite Sidewalk requires the dedication of right-of-way from, and may require the grant of related

easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said sidewalk on, that certain parcel identified as PIN 205-46-8842 owned by the Stone Ridge HOA that is not subject to the Applications and these Proffers. The Owner shall obtain said right-of-way dedication and the grant of any related easements from the Stone Ridge HOA, at no cost to the County, in a deed approved to form by the Office of the County Attorney, prior to approval of the site plan or CPAP on which the Stone Springs Boulevard Offsite Sidewalk is shown.

(x) Tall Cedars Parkway Shared Use Path. The Owner shall, at no public cost and subject to the approval of the County and VDOT, design and construct an asphalt shared use path that is, at minimum, ten feet (10') in width and located within a public access easement that is, at minimum, fourteen feet (14') wide along the Land Bay O Tall Cedars Parkway frontage in the location shown on Sheets 05 and 21 of the CDP and identified as "PROPOSED TALL CEDARS PARKWAY SHARED USE PATH" (the "Tall Cedars Parkway Shared Use Path"). The limits, location, and specific details of the Tall Cedars Parkway Shared Use Path shall be shown on the first site plan or CPAP, whichever is first in time, for construction of a building on Land Bay O which, when combined with any previously approved site plan or CPAP, results in a cumulative gross floor area exceeding 1,200 square feet for all buildings constructed on Land Bay O. Prior to approval of the site plan or CPAP on which the Tall Cedars Parkway Shared Use Path is shown, the public access easement for said shared use path shall be granted to the County, in a deed approved to form by the County Attorneys' Office, and the improvements bonded for construction. The Tall Cedars Parkway Shared Use Path shall be completed and available for pedestrian use prior to issuance of a certificate of occupancy for any building which results in a cumulative gross floor area of more than 1,200 square feet constructed within Land Bay O. Further, in the event the County requests the Owner grant the aforesaid public access easement prior to approval of a site plan or CPAP, whichever is first in time, for construction of a cumulative gross floor area exceeding 1,200 square feet for all buildings constructed, or to be constructed, on Land Bay O, the Owner shall grant, at no public cost and within thirty (30) days after receipt of a request from the County, a public access easement for construction of the Tall Cedars Parkway Shared Use Path by others. The Owner shall also grant any related easements located outside of said public access easement such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of a shared use path within said easement in the future.

(b) Crosswalk. Prior to, or concurrently with, submission of the first record plat, site plan or CPAP for Land Bay F, whichever is first in time, the Owner shall request in writing that the County prepare a crosswalk warrant study for the installation of a non-signalized pedestrian crosswalk on Greenstone Drive at its intersection with Stone Springs Boulevard in the general location depicted on Sheet 05 of the CDP labeled "PROPOSED CROSSWALK". The Owner shall pay to the County the applicable fee for preparing such crosswalk warrant study concurrently with the aforesaid request.

(i) If the warrant study determines that a non-signalized crosswalk is warranted and approved by the VDOT, the Owner shall design the non-signalized crosswalk and related improvements and submit to VDOT for review and approval. The Owner shall bond the non-signalized crosswalk and related improvements prior to approval of the site plan or CPAP showing said crosswalk and improvements and install the non-signalized crosswalk and related improvements within eighteen (18) months of the warrant study approval or prior to the issuance of the certificate of occupancy for the first dwelling unit constructed within Land Bay F, whichever is later.

(ii) In the event that the proposed non-signalized crosswalk is deemed not warranted, or, if warranted, not approved by VDOT, a cash in lieu of construction contribution in the amount of \$22,850.00 shall be paid by the Owner to the County prior to the approval of the zoning permit for the first dwelling unit to be constructed within Land Bay F. The amount of such cash contribution shall be adjusted on a yearly basis pursuant to Proffer I. below. Upon payment of the cash in lieu of construction contribution, the Owner shall no longer be required to install the crosswalk nor have any further obligations under this Proffer E.3(b). Such contribution shall, at the discretion of the County, be used for the purpose of installing the referenced crosswalk in the future or for any other regional multi-modal transportation or transit improvements in the vicinity of Land Bay F.

(c) Short-Term Bicycle Racks. The Owner shall provide four (4) exterior inverted "U" (or similar) style bicycle racks, each designed to accommodate short-term storage for a minimum of two (2) bicycles. Two bicycle racks shall be located within the Community Green on Land Bay S1 as shown on Sheet 04 of the CDP and identified as "BR" and two bicycle racks shall be located on Land Bay S2. The bicycle racks shall be in a convenient and accessible location with each bicycle rack sited a minimum of twenty-four inches (24") from any adjacent structure and a minimum of thirty-six inches (36") from any other bicycle rack. The location of the two (2) short term bicycle racks to be installed within Land Bay S2 shall be shown on, and bonded prior to or concurrently with, approval of the first site plan or CPAP, whichever is first in time, for Land Bay S2. The two (2)

short term bicycle racks on Land Bay S2 shall be installed concurrently with the adjacent onsite infrastructure shown thereon but in no event later than issuance of the first certificate of occupancy for any building constructed within Land Bay S2. The two (2) short-term bicycle racks to be located within the Community Green on Land Bay S1 shall be shown on, and bonded prior to or concurrently with approval of, the first site plan or CPAP for Land Bay S1, whichever is first in time. The bicycle racks on Land Bay S1 shall be installed and available for use concurrently with the other community amenities to be constructed within the Community Green pursuant to Proffer B.5, but in no event later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1.

4. Gum Spring Road Improvements.

(a) Right Turn Lane. The Owner shall dedicate, at no public cost, right-of-way along existing Gum Spring Road (State Route 659) to accommodate a deceleration and turn lane along the existing southbound lanes of said road at the proposed entrance to the Shah/Cross Property in the location shown on Sheet 04 of the CDP and identified as “APPROXIMATE DEDICATED RIGHT OF WAY – (SEE INSERT) (+/- 0.26 ACRES)” (the “Gum Spring Road Turn Lane”). The Owner shall grant any related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of turn lane improvements therein. The Owner shall design, and, subject to County and VDOT approval, bond and construct the proposed deceleration and turn lane improvements in accordance with County and VDOT standards and requirements. The limits, location, and specific details of the Gum Spring Road Turn Lane shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on the Shah/Cross Property, bonded for construction prior to approval of such site plan or CPAP, and constructed and open to traffic, but not necessarily accepted by VDOT for maintenance, no later than approval of the first certificate of occupancy for dwelling units constructed on the Shah/Cross Property (i.e., Land Bays S1, S2, and S3).

(b) Restricted Left Turn Median. The Owners shall, at no public cost and subject to County and VDOT approval, as applicable, design, bond, and construct a modification to the existing median break and left turn lane on Gum Spring Road (State Route 659) at the proposed entrance to the Shah/Cross Property in the location shown on Sheet 04 of the CDP and identified as “GUM SPRING ROAD RESTRICTED MEDIAN” to only permit left turns into the Shah/Cross Property from northbound Gum Spring Road and not allow left turns exiting from the Shah/Cross Property to northbound Gum Spring Road (the “Gum Spring Road Restricted Median”). The limits, location, and specific details of the Gum Spring Road Restricted Median shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on the Shah/Cross

Property, bonded for construction prior to approval of such site plan or CPAP, and constructed and open to traffic, but not necessarily accepted by VDOT for maintenance, no later than approval of the first certificate of occupancy for dwelling units constructed on the Shah/Cross Property (i.e., Land Bays S1, S2, and S3).

5. Internal Site Circulation (Private). The Owner shall provide internal pedestrian and vehicular site circulation in the form of private streets and sidewalks in the locations as shown on Sheets 04 and 05 of the CDP. The private streets and sidewalks shall be designed, bonded, and constructed in accordance with the "TYPICAL STREET SECTIONS" shown on Sheet 08 of the CDP and the applicable standards in Chapter 4 of the Loudoun County Facilities Standards Manual (the "FSM"). All private streets shall be maintained by the HOA established pursuant to Proffer D. above.

6. Street Trees. The Owner shall install street trees along internal streets in the locations as shown on the "TYPICAL STREET SECTIONS" shown on Sheet 08 of the CDP. Street trees along Greenstone Drive and Stone Springs Boulevard shall be installed in the location shown on the "STONE SPRINGS BLVD" and "GREENSTONE DR" cross-sections shown on Sheet 05 of the CDP.

7. Onsite Landscaping. The Owner shall not plant trees closer than three feet (3.0') from the exterior walls of any building nor the face of curb or edge of asphalt, whichever is closer, located along or within the access aisle(s) and required parking areas located within the Property. Further, to promote the health of trees planted in parking lot islands or trees bordered on three (3) or more sides by curbing or sidewalks which provide for less than five feet (5') of clearance between the tree and the curbing and/or sidewalk, uncompacted soil shall be provided in these planting areas. These planting areas shall have the soil tilled to a minimum depth of eighteen inches (18") and have a minimum of twenty-five percent (25%) of the soil volume amended with topsoil or other soil amendments. The uncompacted soil in these planting areas shall be free of any stones greater than one inch (1") in diameter or length. The details for any such planting areas shall be shown on each site plan and CPAP for the Property.

## F. CAPITAL FACILITIES CONTRIBUTION

1. Single Family Detached Market-Rate Dwelling Units. The Owner shall make a one-time contribution to the County in the amount of \$56,735.70 for the 27th single family detached Market-Rate Dwelling Unit and each subsequent single family detached Market-Rate Dwelling Unit constructed on the Property. No contribution for capital facilities shall be required to be paid to the County for the first twenty-six (26) single family detached Market-Rate Dwelling Units constructed on the Property. This per-unit contribution, adjusted on a yearly basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for each Market-Rate Dwelling Unit to be constructed on the Property and shall be payable prior to issuance of the certificate of occupancy for said Market-Rate Dwelling Unit. The County, at its sole discretion, may use

the aforesaid contributions for capital facility improvements within the Dulles Planning Subarea.

2. Single Family Attached Market-Rate Dwelling Units. The Owner shall make a one-time contribution to the County in the amount of \$40,500.12 for each single family attached Market-Rate Dwelling Unit constructed on the Property. This per-unit contribution, adjusted on a yearly basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for each Market-Rate Dwelling Unit to be constructed on the Property and shall be payable prior to issuance of the certificate of occupancy for said Market-Rate Dwelling Unit. The County, at its sole discretion, may use the aforesaid contributions for capital facility improvements within the Dulles Planning Subarea.

## G. ENVIRONMENTAL

### 1. Gum Spring Road (Route 659) Noise Attenuation.

(a) Noise Impact Study. The Owner shall provide a noise impact study to the County that will determine the need for any additional buffering and noise attenuation measures along Gum Spring Road (Route 659). The noise impact study shall be based upon (i) anticipated traffic volumes for this portion of Gum Spring Road at a time no less than ten (10) years after the road corridor is anticipated to be completed to its ultimate condition and such improvements are open to traffic based upon the most recent applicable forecast available from the Department of Transportation and Capital Infrastructure, (ii) the ultimate road configuration as defined in the CTP, and (iii) the ultimate design speed, existing and proposed topography of the roadway in relation to the existing and proposed topography of the Shah/Cross Property adjacent to such roadway, and the pavement type and lane configuration of the roadway. This noise impact study shall be conducted by a professional engineer and submitted to the County concurrently with the submission of the first record plat, site plan, or CPAP, whichever is first in time, for development of dwelling units on the Shah/Cross Property. The noise impact study shall be prepared using the latest version of the Federal Highway Administration's Traffic Noise Prediction Model or other accepted highway noise model. Noise impacts shall be deemed to occur if predicted highway noise levels substantially exceed the existing noise levels (a ten (10) decibel increase over existing levels) or approach (one decibel less than), meet, or exceed the Noise Abatement Criteria identified in the CTP.

(b) Noise Abatement. The Owner shall submit with all applicable site plans or CPAPs for development of dwelling units on the Shah/Cross Property an affidavit or certificate signed by a professional engineer stating whether noise attenuation measures are required by the noise impact study and, if so, identifying the impacted dwelling units and recommended attenuation measures. In addition, each such site plan or CPAP shall include a note stating whether there are noise

attenuation measures required by the noise impact study being implemented with the plan, and if so, such site plan or CPAP shall show and label the specific noise attenuation measures provided, identify the corresponding dwelling units for which each such measure is required, and include a certification that said plan has been designed to incorporate all noise attenuation measures recommended in the noise impact study. For all dwelling units deemed to be subject to such noise impacts, noise attenuation measures shall be provided along the specified roads, or incorporated into the exterior building walls and/or windows of such impacted dwelling units, sufficient to mitigate the anticipated noise impacts prior to the issuance of any certificates of occupancy for such dwelling units. Noise attenuation measures shall result in noise levels less than impact levels (2 decibels less than the Noise Abatement Criteria) and shall result in a noise reduction of at least five (5) decibels below predicted highway noise levels. Where noise attenuation measures are determined to be required, priority shall be given to (1) onsite passive measures such as increased setbacks between the impacted dwelling units and the adjacent road, construction of earthen berms and/or wooden fences, and the installation of additional vegetation (“Passive Measures”) and (2) incorporation of noise attenuation measures within the building walls and/or windows of impacted dwelling units (“Building Measures”). Onsite structural noise attenuation measures (e.g., noise walls) (“Structural Measures”) shall be used only if adequate noise attenuation cannot otherwise be achieved utilizing Passive Measures and/or Building Measures. In the event Passive Measures and/or Structural Measures are required to be provided on the Shah/Cross Property, the first certificate of occupancy for any dwelling unit constructed on the Shah/Cross Property shall not be issued until the Owner has provided written documentation from B&D staff or the Zoning Administrator that such Passive Measures and/or Structural Measures have been constructed or installed. All such Passive Measures and Structural Measures shall be constructed on the HOA owned property, and the HOA Documents shall clearly state that all such measures shall be maintained by the HOA and shall not be removed without written approval from the County. In the event Building Measures are required to be provided within an impacted dwelling unit, the certificate of occupancy for such dwelling unit shall not be issued until the Owner has provided written documentation from B&D staff or the Zoning Administrator that such Building Measures have been installed within such dwelling unit.

2. Tree Conservation.

(a) Establishment of Tree Conservation Areas. Within the areas designated on Sheets 04 and 05 of the CDP as “APPROXIMATE TREE CONSERVATION AREA” (the “Tree Conservation Areas”), the Owner shall preserve healthy trees provided, however, that trees may be removed to the extent necessary for the construction of any facilities that are required pursuant to these Proffers and/or shown on approved site plans or CPAPs as lying within such Tree

Conservation Areas, and for the construction of utilities necessary for the development of the Property. Notwithstanding the previous sentence, a minimum of 80% of the canopy within the Tree Conservation Areas depicted on Sheets 04 and 05 of the CDP shall be preserved, exclusive of stands of Virginia Pine over 25 years in age. If the 80% canopy threshold cannot be achieved within the designated Tree Conservation Areas, such lost canopy shall be recaptured elsewhere onsite in locations to be designated at the discretion of the Owner in consultation with the County Urban Forester. Boundaries of the Tree Conservation Areas shall be clearly marked in the field prior to land disturbing activities in accordance with the FSM and shall be delineated on each record plat, site plan, or CPAP, containing any portion of the Tree Conservation Areas. The Owner shall provide a Tree Conservation Area tabulation demonstrating that the Property is in conformance with this proffer with the first submission of each record plat, site plan, and CPAP submitted to the County.

(i) Tree Conservation Easement. The boundaries of the Tree Conservation Areas located within Land Bay F of the Property shall be shown on the first site plan or CPAP, whichever is first in time, for such land bay and such Tree Conservation Area shall be protected by a Tree Conservation Easement running to the benefit of the County recorded with the first record plat for Land Bay F. The boundaries of the Tree Conservation Area located within the Shah/Cross Property shall be shown on the first site plan or CPAP, whichever is first in time, for such property and such Tree Conservation Area shall be protected by a Tree Conservation Easement running to the benefit of the County recorded with the first record plat for the Shah/Cross Property. Each Tree Conservation Easement shall include a provision that prohibits removal of trees within the designated Tree Conservation Area(s) without specific permission of the County except as otherwise set forth in these Proffers or as necessary to accommodate Forest Management Techniques, performed by or recommended by a professional forester or certified arborist, that are necessary to protect or enhance the viability of the canopy. Forest Management Techniques may include, without limitation, actions such as pruning and the removal of vines, invasive species, trees uprooted or damaged by extreme weather conditions, and trees or limbs that are diseased, insect-infested, dead, or are considered a hazard to life or property.

(ii) Invasive Species Controls. Subject to the management regulations for existing wetlands as established by the Virginia Department of Environmental Quality (“VDEQ”) and/or the U.S. Army Corps of Engineers, the Owner shall perform invasive species control within each of the Tree Conservation Areas. For each land bay within the Property containing a Tree Conservation Area, such invasive species control within the Tree Conservation Area of said land bay shall include a minimum of

three treatments (one treatment per year over three consecutive years) commencing in the first calendar year following the issuance of the first certificate of occupancy for a dwelling unit constructed within such land bay. These treatments shall first focus on invasive vines, such as Japanese honeysuckle, then other invasive species using mechanical, chemical or a combination of techniques within the context of an Integrated Pest Management Strategy ensuring labels are followed when and if herbicides are applied. The invasive species treatment strategy must be approved by the County Urban Forester, or their designee, prior to approval of the first zoning permit for construction of a dwelling unit within said land bay. Upon completion of the three invasive species treatment with each applicable land bay, the Owner shall provide the Zoning Administrator with documentation detailing the date of completion of the second and third treatments for such land bay.

(iii) Damaged Trees. If, during construction on the Property, it is determined by the Owner's certified arborist and/or the County that any healthy tree located within the boundaries of any of the Tree Conservation Areas described in this proffer has been damaged during construction and will not survive, then, prior to bond release on any portion of the Property containing, or immediately adjacent to, a Tree Conservation Area, the Owner shall remove each such tree and replace each such tree with two (2) one inch (1") caliper Northern Virginia native, non-invasive deciduous trees. The species of such replacement trees shall be determined by the Owner's certified arborist or landscape architect in consultation with the County Urban Forester or Zoning Administrator. The placement of the replacement trees shall be proximate to the area of each such damaged tree so removed, or in another area as requested by the County.

(iv) HOA Responsibilities. The HOA Documents shall include a covenant that prohibits removal of trees in any Tree Conservation Area, as shown on the record plat for each portion of the Property containing a Tree Conservation Area, after construction has been completed by the Owner. However, such covenant may allow removal of trees in a Tree Conservation Area when such removal is necessary to accommodate Forest Management Techniques performed by, or recommended by, a professional forester or certified arborist that is necessary to protect or enhance the viability of the canopy, or when specific permission of the County Urban Forester or Zoning Administrator is obtained in writing. Such Forest Management Techniques may include, but are not limited to, such actions as pruning and the removal of vines, control and/or removal of invasive species, and the cutting and/or removal of trees uprooted or damaged by extreme weather conditions and trees or limbs that are diseased, insect-infested, dead, or are considered a hazard to life or property. The HOA Documents shall clearly

state that such covenants prohibiting tree removal shall not be amended by the Owner or the HOA without written approval of the County's Zoning Administrator. The record plat for each portion of the Property containing a Tree Conservation Area shall contain a note stating that the removal of trees within a Tree Conservation Area is prohibited except in accordance with the HOA Documents and these Proffers.

3. Indigenous Native Trees. The Owner shall use eighty percent (80%) Virginia native species, with emphasis on Northern Virginia native species for all landscaping in areas to be maintained by the HOA, provided that the Owner reserves the right, in consultation with and subject to approval by the County Urban Forester, to modify as part of a site plan or CPAP review and approval, the percentage of native species to be used to meet FSM requirements. The proposed number and type of tree species to be installed shall be selected in accordance with the FSM. If certain plant materials specified on the approved site plan or CPAP are not available or are not available in the quantities required for the project or have been deemed by the County Urban Forester to no longer be appropriate, then the Owner shall consult with the County Urban Forester to select appropriate alternative plant materials.

4. Stormwater Management. The Owner shall provide a minimum of three (3) Low Impact Development ("LID") Best Management Practices to treat stormwater from the Property. A minimum of one (1) LID practice shall be provided within Land Bay F and a minimum of two (2) LID practices shall be provided within the Shah/Cross Property (one practice in Land Bay S1 and one practice in Land Bay S2). Such LID practices may include, but shall not be limited to, water quality swales, bioretention facilities/rain gardens, sheet flow to vegetated buffers, permeable pavement for parking spaces, or any alternative LID practice proposed by the Owner and deemed by B&D to be acceptable. The location of the LID practice to be installed on Land Bay F shall be shown on the first site plan or CPAP, whichever is first in time, for said land bay. The LID practice shall be bonded prior to approval of such site plan or CPAP and installed concurrently with the adjacent onsite infrastructure shown thereon but in no event later than no later than approval of the 20th cumulative zoning permit for dwelling units constructed on Land Bay F. The location of the LID practice to be installed within Land Bay S1 shall be shown on the first site plan or CPAP, whichever is first in time, for said land bay. The LID practice shall be bonded prior to approval of such site plan or CPAP and installed concurrently with the adjacent onsite infrastructure shown thereon but in no event later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1. The location of the LID practice to be installed within Land Bay S2 shall be shown on the first site plan or CPAP, whichever is first in time, for said land bay. The LID practice shall be bonded prior to approval of such site plan or CPAP and installed concurrently with the adjacent onsite infrastructure shown thereon but in no event later than approval of the first certificate of occupancy for a building constructed within Land Bay S2.

5. Blasting. If blasting is required, the Owner shall ensure that blasting is performed in compliance with Loudoun County Fire Marshal requirements and that all

safety recommendations of the Fire Marshal, including, without limitation, the use of blasting mats, shall be implemented. In addition, the Owner shall:

- (a) Retain a professional consultant to contact and notify, in writing, the owners of residential properties located within two hundred fifty feet (250') of the perimeter boundary of any portion of the Property no less than fourteen (14) days prior to any blasting on such portion and offer to complete a pre-blast survey to document the condition of any house or residential building located on their respective properties;
- (b) Assure that the aforesaid professional consultant completes a pre-blast survey of all houses or residential buildings located on residential properties upon receipt of an owner's written request to have such survey completed, received within seven (7) days after delivery of the aforesaid notification;
- (c) Require the blasting contractor to monitor all blasts using appropriate equipment to record seismic and noise measurements and provide such measurements to the County upon their request;
- (d) Require the blasting contractor to maintain necessary liability insurance to cover the costs of repairing any damages to structures that are directly attributable to their blasting activity; and
- (e) Require the blasting contractor to meet, within five (5) days after receipt of any written notice of a claim of alleged damage resulting from their blasting activity, with the property owner(s) at the site of the alleged damaged and review the physical evidence supporting the claim.
- (f) Provide documentation to the County prior to approval of the first zoning permit within each land bay of the Property evidencing compliance with this Proffer G.5 for any blasting within said land bay.

6. River and Stream Corridor Resources. The Owner shall preserve the River and Stream Corridor Resources as defined in the 2019 General Plan ("RSCR") consisting of the existing 100-year minor floodplain and adjacent very steep slopes (slopes in excess of twenty-five percent (25%)) and a fifty-foot (50') wide buffer (the "RSCR Buffer") along said 100-year minor floodplain and adjacent very steep slopes located on the westerly portion of Land Bay S1 as shown on Sheet 04 of the CDP and identified as "MINOR FLOOD PLAIN", "EXISTING VERY STEEP SLOPES", and "50' RSCR BUFFER". The location of the existing 100-year minor floodplain shown on Sheet 04 is based on Community Panel 51107C0370E of the current Flood Insurance Rate Map (the "Current FIRM") for Loudoun County, Virginia, produced by the Federal Emergency Management Agency ("FEMA") with an effective date of February 17, 2017. The exact boundaries of the 100-year minor floodplain and associated RSCR Buffer shall be determined and shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1 (the "Initial Site Plan or CPAP") and shall be delineated on the first

record plat for said land bay. To the extent the elevations and associated boundaries of the 100-year minor floodplain as shown on the Initial Site Plan or CPAP are subsequently altered, relocated and/or updated as a result of a floodplain study or flood plain alteration approved in accordance with the FSM, the RSCR Buffer shall be measured from the altered, relocated, and/or updated boundary of the 100-year minor floodplain. Should the revised RSCR Buffer include improvements constructed on Land Bay S1 pursuant to the approved Initial Site Plan or CPAP which were not within the RSCR Buffer at the time constructed, such improvements shall be deemed a use permitted within the RSCR Buffer in addition to those uses listed under Strategy 2.2, River and Stream Corridor Resources, Loudoun County 2019 General Plan (Chapter 3, Page 19) (collectively, the “Permitted Uses”). Such Permitted Uses include stormwater management facilities and associated stormwater conveyance facilities as shown on Sheet 04 of the CDP, public water and sanitary sewer lines, and utility infrastructure. The Permitted Uses shall be limited to thirty-five percent (35%) of the total RSCR Buffer area, such that a minimum of sixty-five per cent (65%) of the cumulative RSCR Buffer area shall be preserved. In the event the RSCR is impacted by a Permitted Use, the Owner shall replant open areas within or adjacent to the RSCR Buffer in an amount equal to the area of such encroachment into the RSCR (the “Reforestation Plantings”). The Owner shall submit, for review and approval by the County Urban Forester or Zoning Administrator, a plan for such Reforestation Plantings (the “Reforestation Plan”) prior to the approval of each site plan or CPAP which includes the development of any facility or improvement that encroaches into the RSCR. The Reforestation Plan shall be prepared by a Certified Arborist, Urban Forester, or Landscape Architect in conformance with Section 7.305 of the FSM. Each approved Reforestation Plan shall be implemented in accordance with the reforestation standards of the FSM, including the maintenance and restocking provisions, concurrently with the facility or improvement that encroaches into the RSCR but in no event later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1.

7. Enhanced Land Bay S1 Landscaping. The Owner shall provide enhanced landscaping along the southerly boundary of Land Bay S1 in the location shown on Sheet 04 of the CDP and identified as “ENHANCED LANDSCAPING LAND BAY S1: 6’ EVERGREEN TREES AT 20’ ON CENTER ON TOP OF 42” BERM” (the “Enhanced Land Bay S1 Landscaping”). The limits, location, and specific details of the Enhanced Land Bay S1 Landscaping shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and installed concurrently with the site improvements for said adjacent dwelling units, but in no event later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1.

8. Enhanced Land Bay O Landscaping. The Owner shall provide enhanced landscaping along the southerly boundary of Land Bay O of the Property in the location shown on Sheet 05 of the CDP and identified as “50’ WIDE ENHANCED LANDSCAPE AREA (80 PLANT UNITS PER 100 L.F.)” (the “Enhanced Land Bay O Landscaping”). The limits, location, and specific details of the Enhanced Land Bay O Landscaping shall

be shown on the first site plan or CPAP, whichever is first in time, for development of Land Bay O of the Property, bonded for construction prior to approval of such site plan or CPAP, and installed concurrently with the site improvements shown on said plan, but in no event later than issuance of the first certificate of occupancy for a building constructed within Land Bay O of the Property.

## H. EMERGENCY SERVICES

1. Fire and Rescue Contribution. The Owner shall make a one-time contribution of \$157.20 per residential dwelling unit constructed on the Property payable to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of the said contribution payable for each residential dwelling unit, adjusted on a yearly basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for each said dwelling unit and shall be payable prior to issuance of the certificate of occupancy for said dwelling unit. The contributions will be used for capital improvements and apparatus acquisition necessary for fire and rescue operations by volunteer companies. Contributions pursuant to this paragraph shall be divided equally between the fire and rescue companies providing service to the Property. Notwithstanding the foregoing, if at the time of the application for any such zoning permit, the primary servicing fire and rescue company does not utilize, to any significant extent, either volunteer staff or apparatus owned by a volunteer organization, then the Owner may elect to make no contribution. If only one of these services has ceased to utilize volunteer staff and apparatus, then the contribution may be halved and shall be provided to the remaining company.

2. Emergency Vehicle Access. The Owner shall provide all-weather, gravel compacted access for emergency vehicles, acceptable to the Fire Marshall, to all portions of the Property within the time frames established by the Fire Marshal. Such access(es) shall be shown on, and bonded prior to approval of or concurrently with, each site plan or CPAP for development of dwelling units on the Property.

## I. ESCALATION

Unless otherwise specified, all monetary contributions identified in these Proffers shall be adjusted on a yearly basis from the base year of 2024. The first such adjustment shall occur on January 1, 2025, and change effective each January 1 thereafter, in accordance with changes to the Consumer Price Index for all urban consumers, 1982-1984=100 (not seasonally adjusted), as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Washington-Arlington-Alexandria, DC-VA-MD-WV Consolidated Metropolitan Statistical Area (the "CPI").

## J. SEVERABILITY

Any portion of the Property may be the subject of a Zoning Concept Development Plan Amendment, Proffer Amendment, Rezoning, Special Exception, Commission Permit, Zoning Modification, Variance or other zoning application without the joiner and/or consent of the owners of other land areas within the Property, provided that (i) such application is compatible with these

Proffers, (ii) that the approval of such application would have no material, adverse impact upon any other land within the Property or the performance of any of these Proffers by the owners of the other land within the Property, (iii) that such application complies with the relevant zoning ordinance and Virginia Code provisions, (iv) that such application includes a proffer audit outlining the status of each commitment in these Proffers, and (iv) that such application shall not be approved by the County unless the application has been presented and considered at such public meetings or hearings as required by law. Previously approved proffered commitments applicable to a particular portion of the Property which are not the subject of such an application shall remain in full force and effect.

**K. PERFORMANCE OF PROFFERS**

These Proffers shall be binding on the Owner and its, executors, administrators, assigns, and successors in interest of the Property. The undersigned hereby warrants that all of the owners of any legal interest in the Property have signed this Proffer Statement, that no signature from any additional party is necessary for these Proffers to be binding and enforceable in accordance with their terms, that he/she has full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

[SIGNATURE PAGES FOLLOW]

**POTOMAC CONFERENCE CORPORATION OF  
SEVENTH DAY ADVENTISTS**  
a District of Columbia non-stock corporation

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

Name: Daryl Hevener  
Title: Associate Treasurer

STATE OF \_\_\_\_\_ )

) to-wit:

COUNTY/CITY OF \_\_\_\_\_ )

The foregoing Proffer Statement was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**STONE RIDGE ASSOCIATION, INC.,**  
a Virginia corporation

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

Name:

Title:

STATE OF \_\_\_\_\_ )

) to-wit:

COUNTY/CITY OF \_\_\_\_\_ )

The foregoing Proffer Statement was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**MOHAMMED A. SHAH**

---

STATE OF \_\_\_\_\_ )

) to-wit:

COUNTY/CITY OF \_\_\_\_\_ )

The foregoing Proffer Statement was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024, by Mohammed A. Shah.

---

Notary Public

My Commission Expires: \_\_\_\_\_

**ZAREEN A. SHAH**

---

STATE OF \_\_\_\_\_ )

) to-wit:

COUNTY/CITY OF \_\_\_\_\_ )

The foregoing Proffer Statement was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024, by Zareen A. Shah.

---

Notary Public

My Commission Expires: \_\_\_\_\_

**DOUGLAS T. CROSS**

Surviving Tenant by the Entirety and Sole Owner

---

STATE OF \_\_\_\_\_ )

) to-wit:

COUNTY/CITY OF \_\_\_\_\_ )

The foregoing Proffer Statement was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024, by Douglas T. Cross.

---

Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**Concept Development Plan –Property**

**EXHIBIT B****Listing of Revised 1993 Zoning Ordinance Modifications and Special Exception****ZMOD-2022-0066**

**Section 1-205(A):** Lot Access Requirements. No structure requiring a building permit shall be erected upon any lot which does not have frontage on a Class I, Class II, Class III road, or private access easement as specified in the individual district regulations, except as specifically provided for herein and the Land Subdivision and Development Ordinance (LSDO).

**Modification Request:** Permit all dwelling units to be erected on lots with frontage on a private road.

**ZMOD-2022-0067**

**Sec. 3-511(A):** Private Streets. Roads, serving townhouse and multifamily uses only, may be designed and constructed to private street standards set forth in the Facilities Standards Manual.

**Section 7-803(F)(2):** Frontage. Units shall front on a public road, unless the development has received approval for private roads.

**Modification Request:** Permit private streets to serve as frontage in lieu of a public street for all single family detached and single family attached dwelling units, designed and constructed to private street standards set forth in the Facilities Standard Manual.

**SPEX-2023-0012**

**Sec. 7-803(C)(1)(c):** Yards, Single family detached, suburban and traditional, Rear, 25 feet minimum.

**Modification Request:** Reduce the minimum Rear Yard for single family detached, suburban and traditional, to 18 feet minimum.

**SPEX-2023-0034**

**Sec. 7-803(C)(1)(a):** Yards, Single family detached, suburban and traditional, Front, 15 feet minimum.

**Modification Request:** Reduce the minimum Front Yard for Type C single family detached, suburban and traditional, to 12 feet minimum.

### Owner

Name	VAN METRE HOMES AT STONE RIDGE VII LLC
Care Of	
Mailing Address	9900 MAIN ST STE 500
Instrument Number	FAIRFAX VA 22031-3907
Book	202406260026268
Page	

### Parcel

Primary Address	
Tax Map #	100////////43B
State Use Class	Urban Single Family
Total Land Area (Acreage)	2.68
Total Land Area (SQFT)	
Election District	DULLES
Billing District	Dulles District
Billing Split Notes 1	
Billing Split Notes 2	
Special Ad Valorem Tax District	None
Special Project District	
Living Units	
Structure Occupancy	PARENT PARCEL
Garage/PrkgSp Community	NO
Subdivision	
Affordable Dwelling Unit (Y/N)	NO: PROPERTY IS NOT ADU.
Ag District	
Ag District Starting Date	
Ag District End Date	
Deactivation Status	
Solar Exemption?	NO

### Legal Description

Legal Description	OLD ROAD
	871--1602
	200409160100189P

### General Information

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

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

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

### Tax History / Payment

Click on the Parcel ID to view its related document  
[205284701000](#)

### 2025 Values

Fair Market Land	\$1,536,800
Fair Market Building	\$0
Prorated Bldg	\$0
Effective Date	
Fair Market Total	\$1,536,800
Land Use Value	\$0
Total Taxable Value	\$1,536,800
*Deferred Land Use Value	\$0
Tax Exempt Code	TAXABLE
Tax Exempt Land	\$0
Tax Exempt Building	\$0
Tax Exempt Total	\$0
Revitalized Real Estate	

## 2024 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$363,400				\$363,400		\$363,400
Landbook	\$363,400				\$363,400		\$363,400

## 2023 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$299,700				\$299,700		\$299,700
Landbook	\$299,700				\$299,700		\$299,700

## 2022 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$279,700				\$279,700		\$279,700
Landbook	\$279,700				\$279,700		\$279,700

## 2021 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$207,300				\$207,300		\$207,300
Landbook	\$207,300				\$207,300		\$207,300

## 2020 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	\$207,300				\$207,300		\$207,300
Notice	\$207,300				\$207,300		\$207,300

## 2019 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$207,300				\$207,300		\$207,300
Landbook	\$207,300				\$207,300		\$207,300

## 2018 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$187,300				\$187,300		\$187,300
Landbook	\$187,300				\$187,300		\$187,300

## 2017 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$187,300				\$187,300		\$187,300
Landbook	\$187,300				\$187,300		\$187,300

## 2016 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$187,300				\$187,300		\$187,300
Landbook	\$187,300				\$187,300		\$187,300

## 2015 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Landbook	\$187,300				\$187,300		\$187,300
Notice	\$187,300				\$187,300		\$187,300

## 2014 Values

Process Type	FM Land	FM Building	Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$181,100				\$181,100		\$181,100
Landbook	\$181,100				\$181,100		\$181,100

## 2013 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$181,100			\$181,100		\$181,100
Landbook	\$181,100			\$181,100		\$181,100

### 2012 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$181,100			\$181,100		\$181,100
Landbook	\$181,100			\$181,100		\$181,100

### 2011 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$200,200			\$200,200		\$200,200
Landbook	\$200,200			\$200,200		\$200,200

### 2010 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$200,200			\$200,200		\$200,200
Landbook	\$200,200			\$200,200		\$200,200

### 2009 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$255,600			\$255,600		\$255,600
Landbook	\$255,600			\$255,600		\$255,600

### 2008 Values

Process Type	FM Land	FM Building Effective Date	Supp/(Exon)	FM Total	LU Deferred	Taxable Value
Notice	\$298,200			\$298,200		\$298,200
Landbook	\$298,200			\$298,200		\$298,200

### Note

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

### Sales / Transfers

Date	Sale Price	Buyer
06/26/2024	\$800,000	VAN METRE HOMES AT STONE RIDGE VII LLC
09/16/2004	\$18,000	CROSS, DOUGLAS T & MARY L RS

### Sales / Transfers Details

1 of 2

Sale Date	06/26/2024
Sale Price	\$800,000
Seller	CROSS, DOUGLAS T & MARY L RS
Buyer	VAN METRE HOMES AT STONE RIDGE VII LLC
Valuation Code	UNABLE TO VERIFY
Instrument Number	202406260026268
Recordation Date	06/26/2024
Deed Book and Page	-
Multi-Parcel Sale (# of Parcels)	1
Additional Notes	
Note	WRONG PIN ON DEED

### Tax History / Payment

Click on the Parcel ID to view its related document

[205284701000](#)

### Map It

Click on the Parcel ID to view its related document

[205284701000](#)

# **Tab F:**

**RESNET Rater Certification (MANDATORY)**



## Appendix F

### RESNET Rater Certification of Development Plans

I certify that the development's plans and specifications incorporate all items for the required baseline energy performance as indicated in Virginia's Qualified Allocation Plan (QAP).

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

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

In addition, provide HERS rating documentation as specified in the manual.

**New Construction** – EnergyStar Certification

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

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

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

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

Additional Optional Certification

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

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

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

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

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

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

Benjamin Swiernik  
RESNET Rater Signature

Benjamin Swiernik  
Printed Name

6/25/2025  
Date

Performance Point, LLC

RESNET Provider Agency

Samuel Galphin  
Contact Signature

Samuel Galphin

Provider Contact Name

sam@theperformancepoint.com  
Email

(704) 563-1030  
Phone

Digitally signed by Benjamin Swiernik  
DN: C=US, E=ben@theperformancepoint.com,  
CN=Benjamin Swiernik  
Reason: I am the author of this document  
Date: 2025.06.25 15:55:49-04'00'

Digitally signed by Samuel Galphin  
DN: C=US, E=sam@theperformancepoint.com,  
O="Performance Point, LLC", OU="Performance Point,  
LLC", CN=Samuel Galphin  
Date: 2025.06.25 14:54:27-04'00'

# Home Energy Rating Certificate

## Property

42149 Greenstone Dr.  
Aldie, VA 20148

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 6/17/2025  
Registry ID:

Certified Energy Rater: Steve Armstrong  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 59**

## General Information

Conditioned Area	1961 sq. ft.	House Type	Townhouse, end unit
Conditioned Volume	19453 cubic ft.	Foundation	Slab
Bedrooms	4		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 7.5 HSPF2. Clg: 14.3 SEER2.
Water Heating:	Conventional, Electric, 0.95 EF, 50.0 Gal.
Duct Leakage to Outside	78.44 CFM25
Ventilation System	Supply Only: 80 cfm, 53.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-60.0	Slab	R-10.0 Edge, R-10.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	R-49.0	Window Type	U-Value: 0.300, SHGC: 0.200
Above Grade Walls	R-21.0	Infiltration Rate	3.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	90.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	655	Clothes Dryer CEF	3.73
Dishwasher (kWh/yr)	467	Ceiling Fan (cfm/Watt)	0.00

Estimated Annual Energy Cost			
Use	MMBtu	Cost	Percent
Heating	9.3	\$265	20%
Cooling	3.3	\$93	7%
Hot Water	10.3	\$294	22%
Lights/Appliances	18.5	\$529	39%
Photovoltaics	0.0	\$0	0%
Service Charges		\$168	12%
<b>Total</b>	<b>41.4</b>	<b>\$1349</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE

Company

Address

City, State, Zip

Phone #

Fax #

# Home Energy Rating Certificate

## Property

42149 Greenstone Dr.  
Aldie, VA 20148

## HERS

Rating Type: ProjectedWorstCase  
Rating Date: 6/17/2025  
Registry ID:

Certified Energy Rater: Steve Armstrong  
Rating Number:

**Projected Rating: Based on Plans - Field Confirmation Required.**

**HERS Index: 61**

## General Information

Conditioned Area	1961 sq. ft.	House Type	Townhouse, inside unit
Conditioned Volume	19453 cubic ft.	Foundation	Slab
Bedrooms	3		

## Mechanical Systems Features

Air-source heat pump:	Electric, Htg: 7.5 HSPF2. Clg: 14.3 SEER2.
Water Heating:	Conventional, Electric, 0.95 EF, 50.0 Gal.
Duct Leakage to Outside	78.44 CFM25
Ventilation System	Supply Only: 80 cfm, 53.0 watts.
Programmable Thermostat	Heat=Yes; Cool=Yes

## Building Shell Features

Ceiling Flat	R-60.0	Slab	R-10.0 Edge, R-10.0 Under
Sealed Attic	NA	Exposed Floor	NA
Vaulted Ceiling	R-49.0	Window Type	U-Value: 0.300, SHGC: 0.200
Above Grade Walls	R-21.0	Infiltration Rate	3.00 ACH50
Foundation Walls	NA	Method	Blower door

## Lights and Appliance Features

Interior Fluor Lighting (%)	0.0	Range/Oven Fuel	Electric
Interior LED Lighting (%)	90.0	Clothes Dryer Fuel	Electric
Refrigerator (kWh/yr)	655	Clothes Dryer CEF	3.73
Dishwasher (kWh/yr)	467	Ceiling Fan (cfm/Watt)	0.00

Estimated Annual Energy Cost			
Use	MMBtu	Cost	Percent
Heating	7.7	\$218	18%
Cooling	2.3	\$64	5%
Hot Water	8.7	\$248	21%
Lights/Appliances	17.6	\$501	42%
Photovoltaics	0.0	\$0	0%
Service Charges		\$168	14%
<b>Total</b>	<b>36.3</b>	<b>\$1200</b>	<b>100%</b>

## Criteria

This home meets or exceeds the minimum criteria for the following:

TITLE

Company

Address

City, State, Zip

Phone #

Fax #

# **Tab G:**

Zoning Certification Letter (MANDATORY)

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

**General Instructions:**

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

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

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

## Zoning Certification

**DATE:** June 6, 2025

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

**RE:** ZONING CERTIFICATION

Name of Development: Stone Ridge Towns

Name of Owner/Applicant: Stone Ridge Towns VA LLC

Name of Seller/Current Owner: Van Metre Homes at Stone Ridge VII LLC

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

### DEVELOPMENT DESCRIPTION:

#### Development Address:

west side of Gum Spring Road (Rt. 659), approx. 0.20 miles south of Greenstone Drive (Rt. 2628)

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#### Legal Description:

The real property containing approximately 34,804 square feet or 0.79896 acres (the "Property") identified as Lots 1 to 24, inclusively, on that certain plat entitled "RECORD PLAT, SHAH PROPERTY, LANDBAY S3, DULLES ELECTION DISTRICT, LOUDOUN COUNTY, VIRGINIA" and prepared by Urban, Ltd. of Chantilly, Virginia on April 30, 2025, attached hereto

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#### Proposed Improvements:

Construction

New Construction:	# Units	<u>24</u>	# Buildings	<u>4</u>	Total Floor Area	<u>44736</u>
Adaptive Reuse	# Units		# Buildings		Total Floor Area	
Rehabilitation:	# Units		# Buildings		Total Floor Area	

## Zoning Certification, cont'd

Current Zoning: PDH4 (administered as R-8) allowing a density of 8 units per acre, and the following other applicable conditions: \_\_\_\_\_

### Other Descriptive Information:

The Stone Ridge Towns Project is located in Loudoun County, Virginia, within the established Stone Ridge Master-planned community and governed by the Stone Ridge Homeowners Association (HOA). The site is directly adjacent to Mercer Middle School at 42149 Greenstone Drive, Stone Ridge, VA20105, and sits within Census Tract 6118.11

### LOCAL CERTIFICATION:

Check one of the following a appropriate:

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

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

Signature

Brian Martin

Digital signature of Brian Martin  
DN=Brian Martin, C=US, O="Urban, Limited",  
L=US, CN=Brian Martin  
Date: 2025-06-06 13:05:03-04'00'

Printed Name

Senior Associate, Urban, Limited

Title of Local Official or Civil Engineer

(703) 642-2306

Phone

June 6, 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](mailto:taxcreditapps@virginiahousing.com).

## NOTES

- THE PROPERTIES DELINEATED HEREON ARE LOCATED ON LOUDOUN COUNTY TAX MAPS:  
PIN: 205-28-4701-000, CURRENTLY ZONED PDH-4 AND AIRPORT IMPACT OVERLAY DISTRICT UNDER THE LOUDOUN COUNTY ZONING ORDINANCE.  
PIN: 205-18-1614-000, CURRENTLY ZONED PDH-4, FLOODPLAIN OVERLAY DISTRICT, AND AIRPORT IMPACT OVERLAY DISTRICT UNDER THE LOUDOUN COUNTY ZONING ORDINANCE.  
PIN: 205-18-1059-000, CURRENTLY ZONED PDH-4 AND AIRPORT IMPACT OVERLAY DISTRICT UNDER THE LOUDOUN COUNTY ZONING ORDINANCE.
- PIN: 205-28-4701-000 AND PIN: 205-18-1614-000 ARE SUBJECT TO THE REQUIREMENTS OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE (PDH-4, ADMINISTERED AS R-8 ADU), AS SET FORTH IN THE PROFFERS APPROVED FOR LEGI-2023-0042.
- THESE PROPERTIES LIE WITHIN THE AREA OF APPLICABILITY OF THE LAND SUBDIVISION AND DEVELOPMENT ORDINANCE OF LOUDOUN COUNTY AND DO NOT LIE WITHIN THE AREA OF APPLICABILITY OF ANY OTHER SUBDIVISION ORDINANCE.
- THE APPROVAL OF THIS PLAT SHALL IN NO WAY RELIEVE THE DEVELOPER OR HIS AGENT OF ANY LEGAL RESPONSIBILITY WHICH MAY BE REQUIRED BY THE CODE OF VIRGINIA OR ANY OTHER ORDINANCE ENACTED BY THE COUNTY OF LOUDOUN.
- ANY EXISTING STRUCTURES SUBJECT TO ZONING ORDINANCE MINIMUM YARD REQUIREMENTS WHICH ARE NOT SHOWN ON THE PLAT WILL BE REMOVED, UNLESS SATISFACTORY ALTERNATE ARRANGEMENTS HAVE BEEN APPROVED BY THE DIRECTOR.
- PREVIOUSLY APPROVED APPLICATIONS ASSOCIATED WITH THESE PROPERTIES:  
ESMT-2003-0059 APPROVED 07/23/2004  
ESMT-2003-0084 APPROVED 07/13/2007  
LEGI-2023-0042 APPROVED 05/15/2024  
ZMAP-2022-0019 APPROVED 05/15/2024  
ZCPA-2021-0003 APPROVED 05/15/2024  
ZCPA-2022-0006 APPROVED 05/15/2024  
SPEX-2023-0012 APPROVED 05/15/2024  
ZMOD-2022-0066 APPROVED 05/15/2024  
ZMOD-2022-0067 APPROVED 05/15/2024  
ZMOD-2023-0017 APPROVED 05/15/2024  
PLAT-2025-\_\_\_\_ APPROVED \_\_\_\_/\_\_\_\_/\_\_\_\_
- THERE IS FLOODPLAIN ON THE PROPERTY THAT IS THE SUBJECT OF THIS APPLICATION. THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) OF LOUDOUN COUNTY COMMUNITY PANEL NUMBER FOR THE PROPERTY THAT IS THE SUBJECT OF THIS APPLICATION IS 51107C0370E, EFFECTIVE FEBRUARY 17, 2017. THE PORTION OF THE PROPERTY CONTAINING FLOODPLAIN IS NOT DEPICTED HEREON.
- BOUNDARY INFORMATION SHOWN HEREON IS DERIVED FROM ALTA/NSPS LAND TITLE SURVEYS FOR THE PROPERTIES PREPARED BY J2 ENGINEERS AND EXISTING LAND RECORDS.
- STORM DRAINAGE EASEMENTS SHOWN HEREON ARE FOR THE DRAINAGE OF NATURAL AND STORM WATERS. NO USE NOR ANY IMPROVEMENTS SHALL BE MADE WITHIN ANY EASEMENTS WHICH WOULD IN ANY WAY INTERFERE WITH THE NATURAL DRAINAGE.
- STONE RIDGE ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR MAINTENANCE OF STORMWATER MANAGEMENT AND DETENTION AND DRAINAGE FACILITIES AND EASEMENTS TO THE EXTENT SUCH FACILITIES AND EASEMENTS ARE NOT MAINTAINED BY THE COUNTY OR COMMONWEALTH.
- PHASE I ARCHAEOLOGICAL SURVEY REPORTS WERE PREPARED FOR PIN: 205-18-1614-000 AND PIN: 205-28-4701-000 BY THUNDERBIRD ARCHAEOLOGY, WETLAND STUDIES AND SOLUTIONS, INC. IN SEPTEMBER 2005 TITLED PHASE I ARCHAEOLOGICAL INVESTIGATIONS OF THE 27.18 ACRE PROPERTY AT 25277 GUM SPRINGS ROAD, LOUDOUN COUNTY, VIRGINIA AND BY DOVETAIL CULTURAL RESOURCE GROUP IN JUNE 2022 TITLED PHASE 1 ARCHAEOLOGICAL SURVEY OF THE GUM SPRING DEVELOPMENT AREA, LOUDOUN COUNTY, VIRGINIA. THE PHASE I SURVEY IDENTIFIED NO ARCHAEOLOGICAL SITES, CEMETERIES, BURIAL GROUNDS, OR GRAVES WITHIN OR IMMEDIATELY ADJOINING THESE PORTIONS OF THE PROPERTY.
- THE PEDESTRIAN TRAILS, SIDEWALKS, LIGHTING, INGRESS/EGRESS EASEMENTS AND LANDSCAPING WITHIN AND OUTSIDE OF PUBLIC RIGHTS OF WAY SHALL BE MAINTAINED BY STONE RIDGE ASSOCIATION, INC. IF NOT OTHERWISE ACCEPTED FOR MAINTENANCE BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION.
- THE DECLARATION OF ANNEXATION FOR STONE RIDGE ASSOCIATION, INC. WAS RECORDED CONTEMPORANEOUSLY HEREWITHE AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA. STONE RIDGE ASSOCIATION, INC. WAS INCORPORATED ON 08/23/2001.
- THE SUBJECT PROPERTIES LIE WITHIN THE LDN 60-65 AIRPORT NOISE CONTOUR, UNDER THE LOUDOUN COUNTY ZONING ORDINANCE. THE SUBJECT PROPERTIES ARE LOCATED WITHIN AN AREA THAT HAS CLOSE PROXIMITY TO WASHINGTON DULLES INTERNATIONAL AIRPORT AND WILL BE IMPACTED BY AIRCRAFT OVERFLIGHTS AND AIRCRAFT NOISE.
- PIN: 205-18-1614-000 CONTAINS MODERATELY STEEP SLOPES AND IS SUBJECT TO SECTION 6.02 OF THE LOUDOUN COUNTY ZONING ORDINANCE.
- YARD AND SETBACK LINES SHOWN HEREON ARE FOR DEPICTION OF LEGI-2023-0042 ONLY AND MAY BE SUBJECT TO CHANGE.
- CONSTRUCTION OF THE PRIVATE ROAD(S) AND/OR ACCESS EASEMENT(S) SHOWN HEREON SHALL CONFORM TO THE STANDARDS SET FORTH IN THE LOUDOUN COUNTY LAND SUBDIVISION AND DEVELOPMENT ORDINANCE AND CHAPTER 4 OF THE FACILITIES STANDARDS MANUAL.
- THE STREETS IN THIS SUBDIVISION DO NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION OR THE COUNTY AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.
- THE ACCESS SERVING THESE LOTS IS PRIVATE AND ITS MAINTENANCE, INCLUDING SNOW REMOVAL, IS NOT A PUBLIC RESPONSIBILITY. SNOW REMOVAL FROM PRIVATE STREETS SHALL BE THE RESPONSIBILITY OF STONE RIDGE ASSOCIATION, INC., IN ACCORDANCE WITH THE DECLARATION.
- THIS PLAT WAS PREPARED IN REFERENCE TO EPLAN-2025-0019, APPROVED \_\_\_\_/\_\_\_\_/\_\_\_\_.
- THE PROPERTIES SHOWN HEREON SHALL BE SERVED BY LOUDOUN WATER FOR WATER AND SANITARY SEWER AND SHALL BE SUBJECT TO THE RULES, RATES, AND REGULATIONS THEREOF.
- REMOVAL OF TREES WITHIN THE TREE CONSERVATION EASEMENT SHOWN HEREON IS PROHIBITED, EXCEPT IN ACCORDANCE WITH THE HOMEOWNERS ASSOCIATION COVENANTS AND THE PROFFERS ASSOCIATED WITH LEGI-2023-0042.

## AREA TABULATION

LOTS (24)	34,804 S.F. OR 0.79896 ACRES
AREA PARCEL A	61,098 S.F. OR 1.40262 ACRES
AREA PARCEL B	6,392 S.F. OR 0.14675 ACRES
AREA PARCEL D	53,119 S.F. OR 1.21945 ACRES
<b>TOTAL AREA - THIS SUBDIVISION</b>	<b>155,413 S.F. OR 3.56778 ACRES</b>

## RESIDUAL AREA TABULATIONS

BEGINNING AREA - PIN: 205-28-4701-000	113,474 S.F. OR 2.60500 ACRES
-AREA THIS SUBDIVISION	113,474 S.F. OR 2.60500 ACRES
<b>RESIDUAL AREA - PIN: 205-28-4701-000</b>	<b>0 S.F. OR 0.00000 ACRES</b>
BEGINNING AREA - PIN: 205-18-1614-000	1,031,151 S.F. OR 23.67194 ACRES
-AREA THIS SUBDIVISION	41,939 S.F. OR 0.96278 ACRES
<b>RESIDUAL AREA - PIN: 205-18-1614-000</b>	<b>989,212 S.F. OR 22.70916 ACRES</b>

## ACTIVE RECREATION SPACE/CIVIC SPACE TABULATIONS

ACTIVE RECREATION SPACE/CIVIC SPACE REQUIRED (ENTIRE DEVELOPMENT, PER LEGI-2023-0042):	32,000 S.F.
ACTIVE RECREATION SPACE/CIVIC SPACE PROVIDED (THIS PHASE):	4,031 S.F.
REMAINING ACTIVE RECREATION SPACE/CIVIC SPACE TO BE PROVIDED:	27,969 S.F.

## DENSITY TABULATION

MAXIMUM RESIDENTIAL DENSITY PERMITTED:	8.0 DWELLING UNITS PER ACRE
RESIDENTIAL DENSITY PROVIDED:	6.7 DWELLING UNITS PER ACRE (24 DWELLING UNITS/3.56778 ACRES)

## AFFORDABLE HOUSING UNIT (AHU) TABULATION

AHU REQUIRED (ENTIRE DEVELOPMENT, PER LEGI-2023-0042):	24
AHU PROVIDED (THIS PHASE):	24
REMAINING ADU TO BE PROVIDED:	0

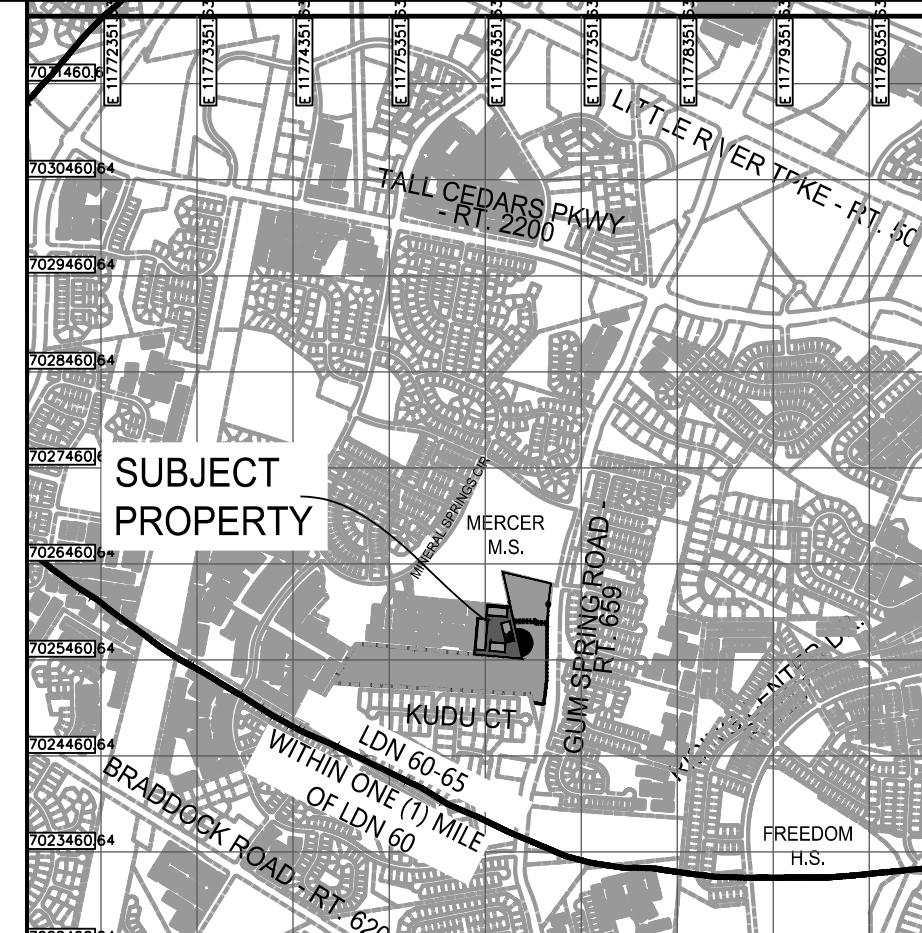
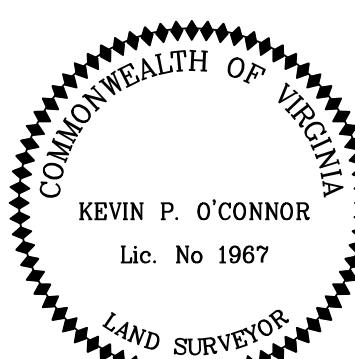
## OPEN SPACE TABULATION

MINIMUM OPEN SPACE REQUIRED:	46,624 S.F. OR 1.07033 ACRES (30%)
OPEN SPACE PROVIDED:	88,597 S.F. OR 2.03392 ACRES*

\*OPEN SPACE PROVIDED CONSISTS OF AREA OF PARCEL A SHOWN HEREON MINUS AREA OF PARCEL A ENCUMBERED BY INGRESS/EGRESS EASEMENTS (A TOTAL OF 29,086 SQUARE FEET OR 0.66772 ACRES), AREA OF PARCEL B, AND AREA OF PARCEL D.

## SURVEYOR'S CERTIFICATE

I, KEVIN P. O'CONNOR, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THE LANDS SHOWN HEREON ARE NOW IN THE NAMES OF VAN METRE HOMES AT STONE RIDGE VII, L.L.C., AS ACQUIRED IN INSTRUMENTS 202406260026268 (PIN: 205-28-4701-000) AND 202504040014529 (PIN: 205-18-1614-000) AND STONE RIDGE ASSOCIATION, INC, AS ACQUIRED IN INSTRUMENT 20041160121874, AS CORRECTED IN INSTRUMENT 200504040034057 (PIN: 205-18-1059-000), ALL AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA.



VICINITY MAP  
SCALE: 1" = 2000'

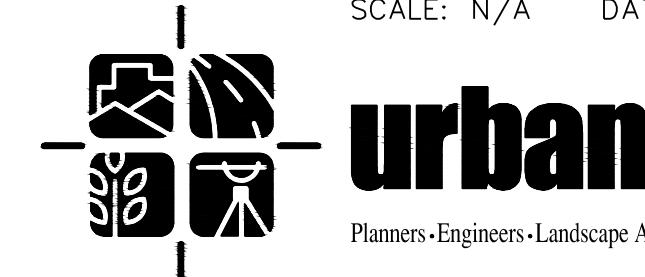
NO.	DATE	REVISIONS

LAND DEVELOPMENT APPLICATION NUMBER PLAT-2025-____	
DIRECTOR DEPARTMENT OF BUILDING & DEVELOPMENT	DATE

## TABLE OF CONTENTS

SHEET 1:	COVER SHEET (NOTES AND TABULATIONS)
SHEETS 2-3:	LOTS, PARCELS, STREET DEDICATION, INGRESS/EGRESS EASEMENTS HEREBY CREATED
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SHEETS 6-7:	L.C.S.A. SANITARY SEWER EASEMENTS AND L.C.S.A. WATER MAIN EASEMENTS HEREBY CREATED
SHEET 8:	INDIVIDUAL LOT AREAS, ZONING REQUIREMENTS, SYMBOL LEGEND
SHEET 9:	LINE AND CURVE DATA

RECORD PLAT  
SHAH PROPERTY  
LANDBAY S3  
DULLES ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA  
SCALE: N/A DATE: APRIL 30, 2025



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VCS 1983 NORTH ZONE

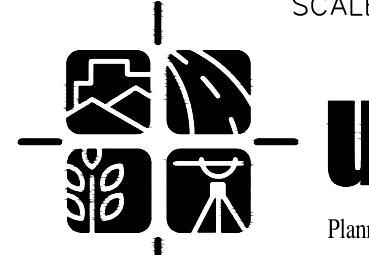
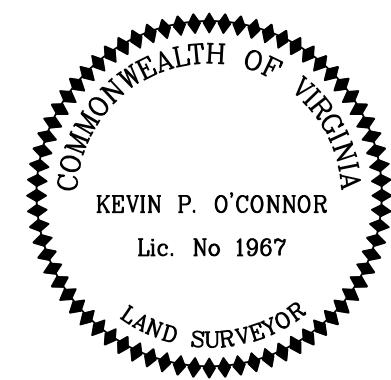
GUM SPRING ROAD - VIRGINIA STATE ROUTE 659  
EX VARIABLE WIDTH RIGHT-OF-WAY  
DB. 342 PC. 292  
INSTR. 200409160100169  
INSTR. 20070717053337

SEE SHEET 3

RECORD PLAT  
SHAH PROPERTY  
LANDBAY S3

DULLES ELECTION DISTRICT  
LOUDOUN COUNTY, VIRGINIA

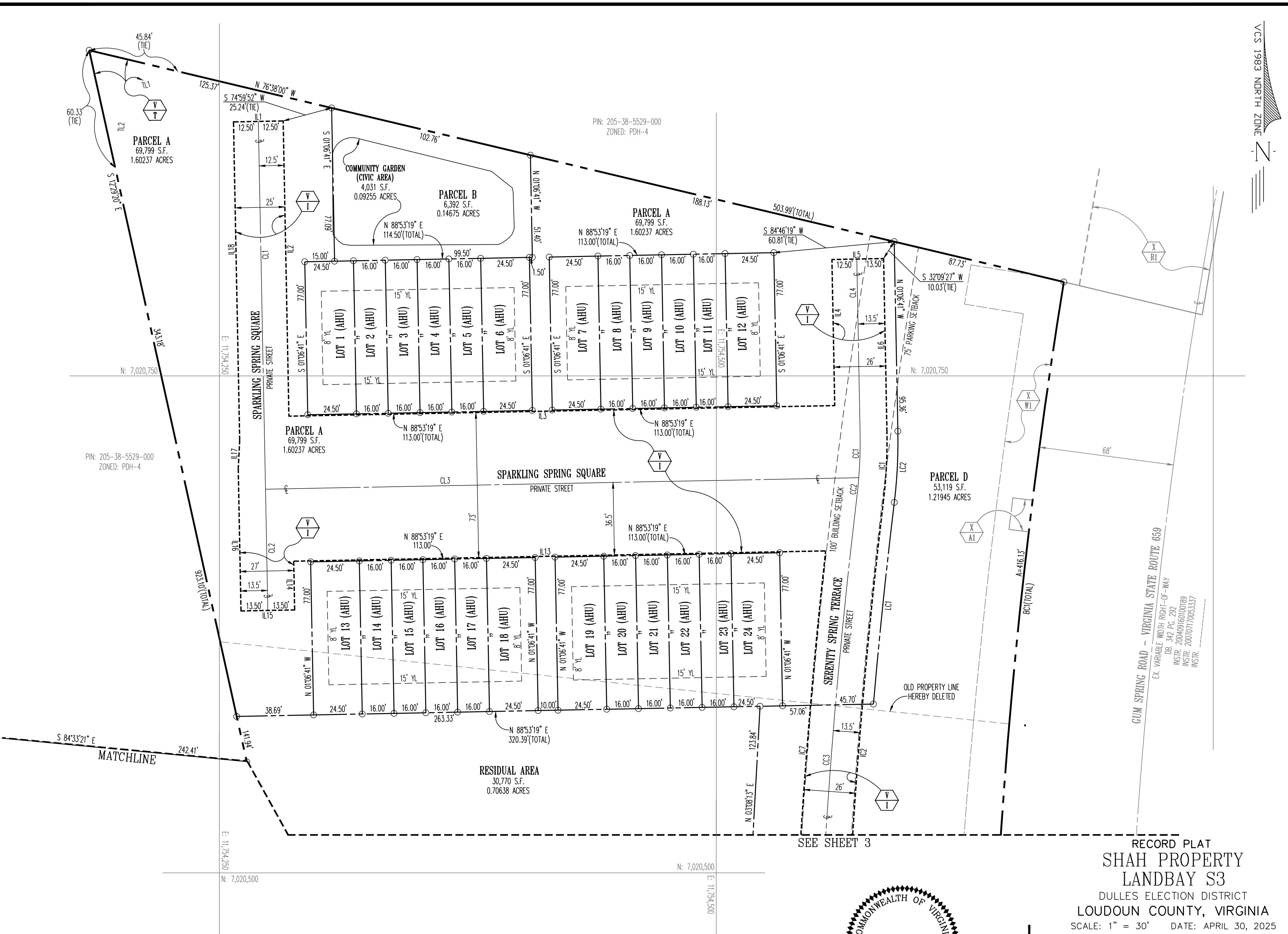
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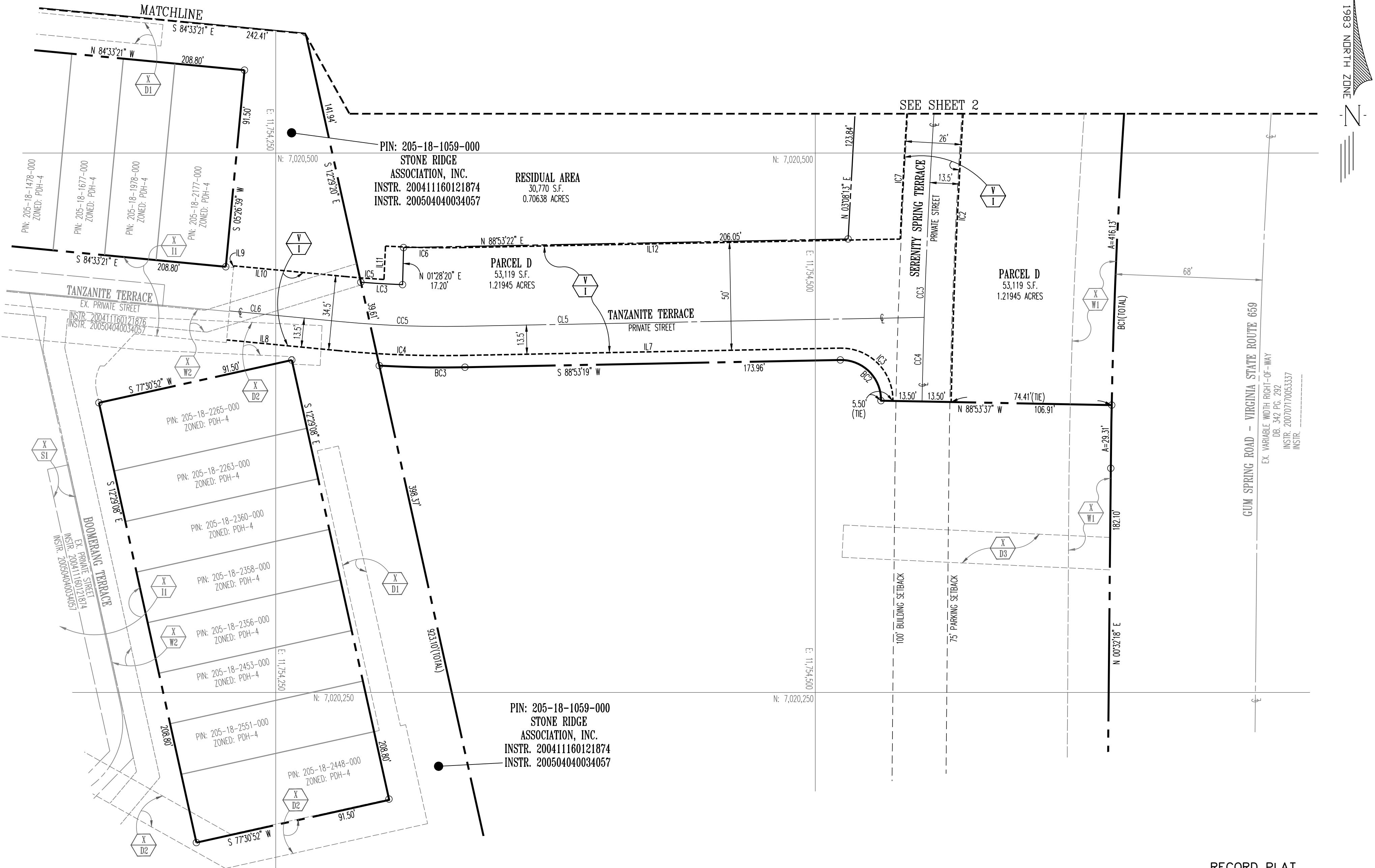


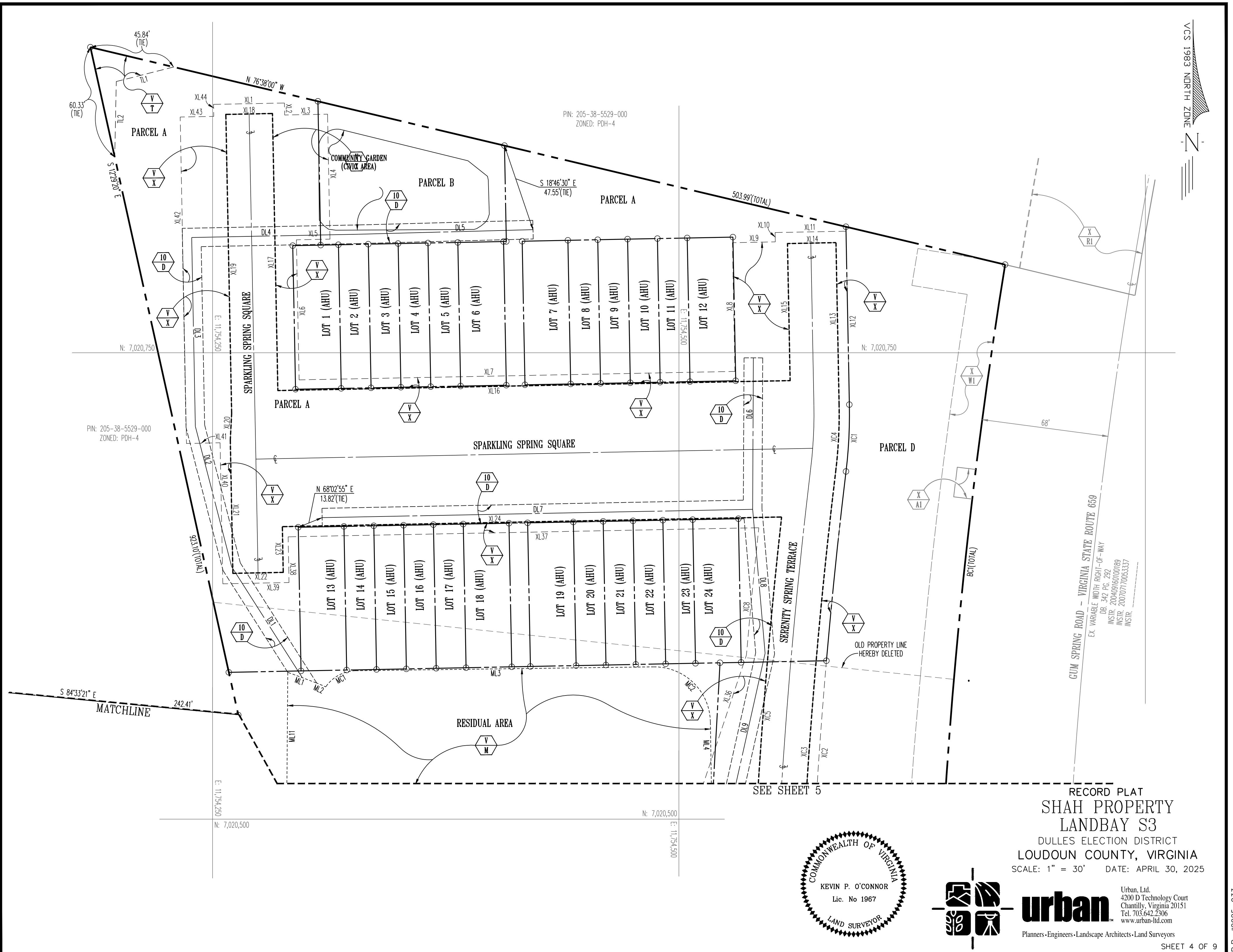
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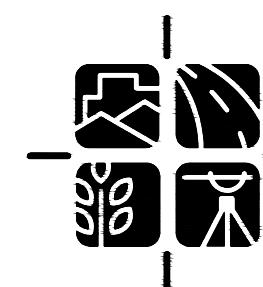
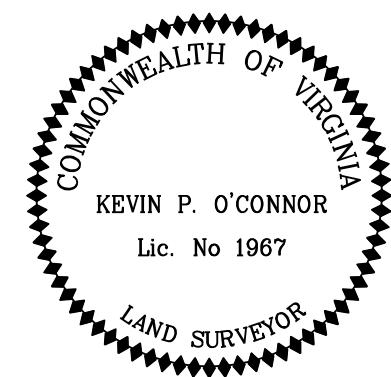
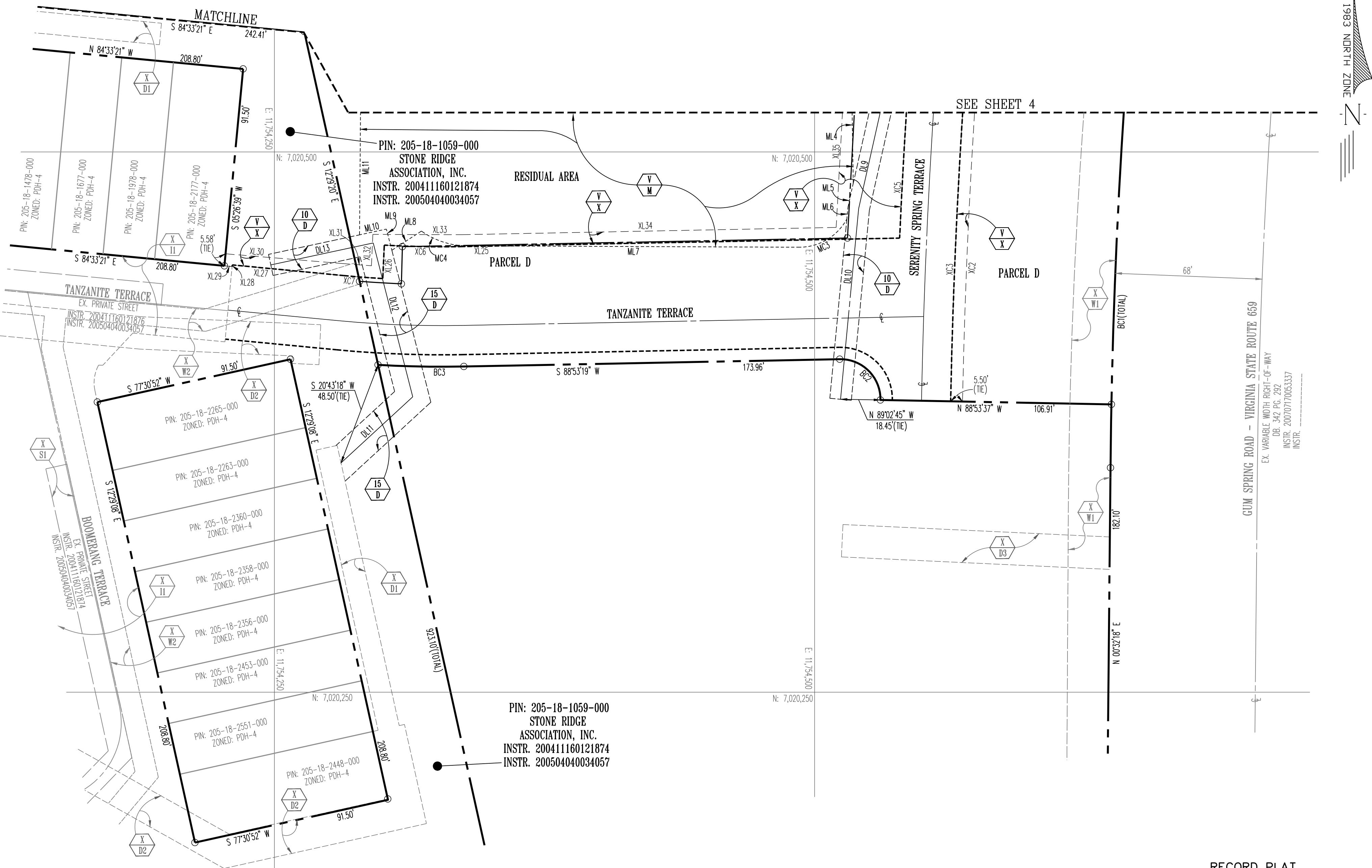
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SHEET 2 OF 9

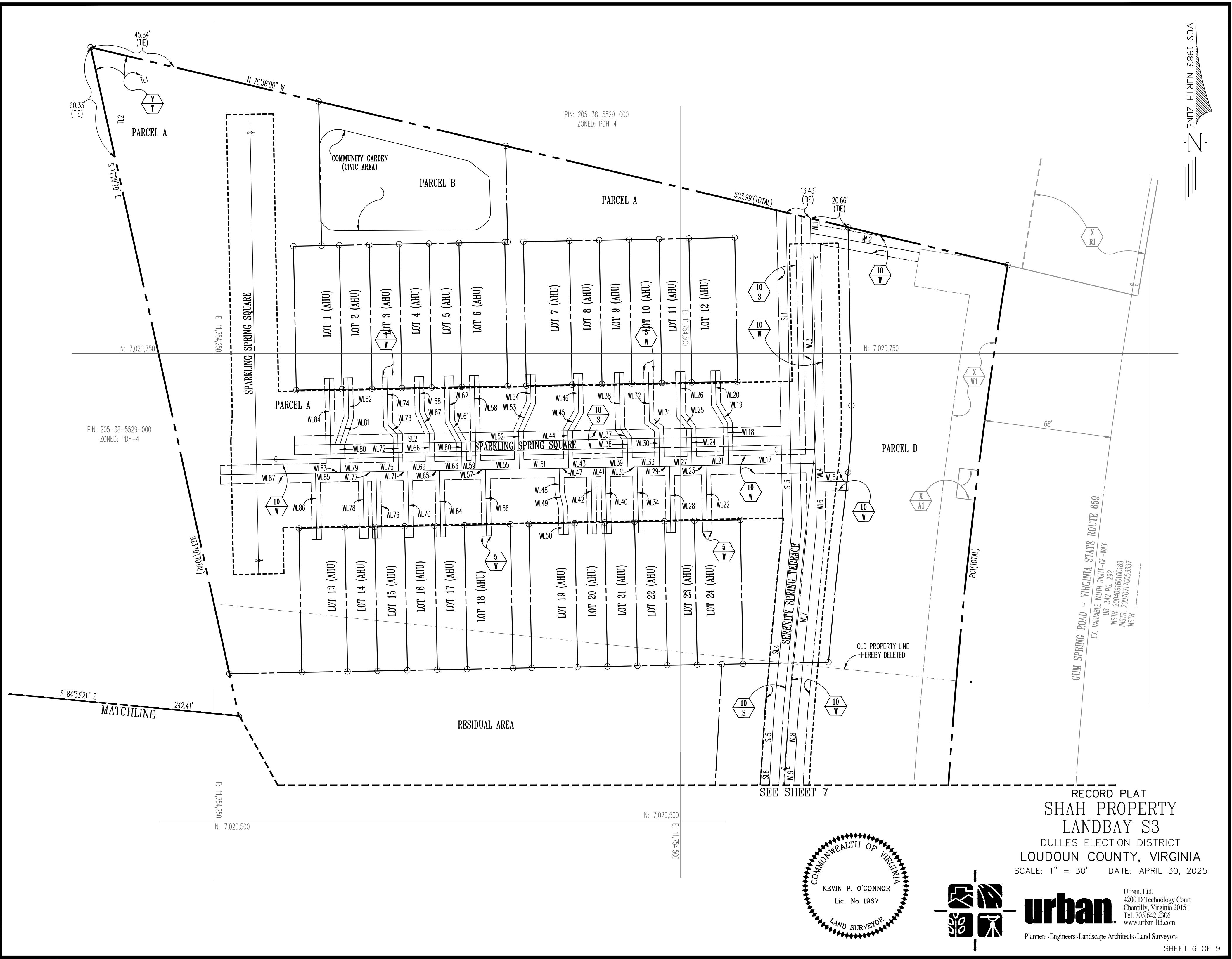




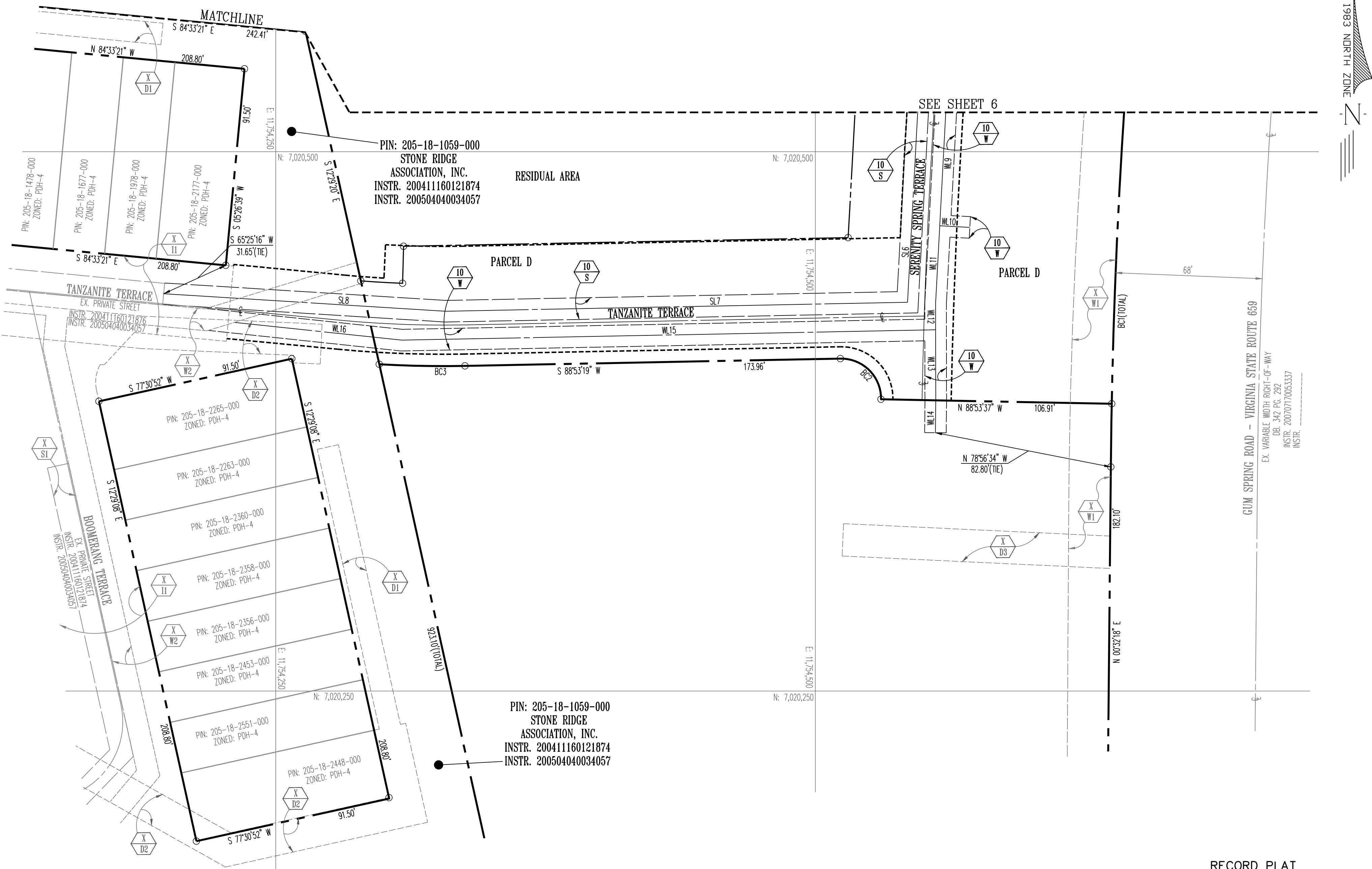




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RP #2025-033



## INDIVIDUAL LOT AREAS

## ZONING REQUIREMENTS

## SYMBOL LEGEND

LOT	S.F.	ACRES
LOT 1 (AHU)	1,886	0.04331
LOT 2 (AHU)	1,232	0.02828
LOT 3 (AHU)	1,232	0.02828
LOT 4 (AHU)	1,232	0.02828
LOT 5 (AHU)	1,232	0.02828
LOT 6 (AHU)	1,886	0.04331
LOT 7 (AHU)	1,887	0.04331
LOT 8 (AHU)	1,232	0.02828
LOT 9 (AHU)	1,232	0.02828
LOT 10 (AHU)	1,232	0.02828
LOT 11 (AHU)	1,232	0.02828
LOT 12 (AHU)	1,886	0.04331
LOT 13 (A1 IU)	1,886	0.04331
LOT 14 (AHU)	1,232	0.02828
LOT 15 (AHU)	1,232	0.02828
LOT 16 (AHU)	1,232	0.02828
LOT 17 (A1 IU)	1,232	0.02828
LOT 18 (AHU)	1,887	0.04331
LOT 19 (AHU)	1,887	0.04331
LOT 20 (AHU)	1,232	0.02828
LOT 21 (AHU)	1,232	0.02828
LOT 22 (AHU)	1,232	0.02828
LOT 23 (AHU)	1,232	0.02828
LOT 24 (AHU)	1,887	0.04331
TOTAL	34,804	0.79896

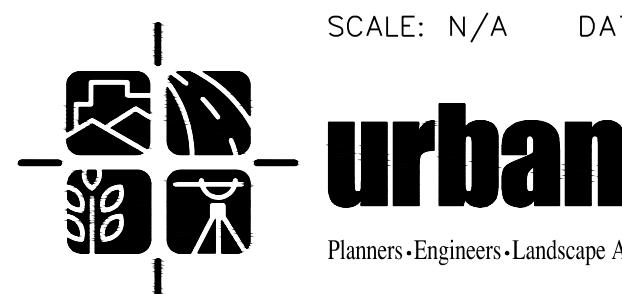
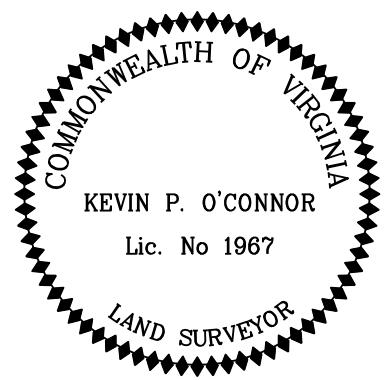
MINIMUM LOT REQUIREMENTS (R-8) <sup>1</sup>		
SFA - SHAH/CROSS RESIDENTIAL		
(REVISED 1993 Z.O. Section 7-800)		
MINIMUM REQUIRED	PROVIDED	
Lot Size	None	
Lot Width	22 feet end unit 14 feet interior unit	22 feet end unit 14 feet interior unit
Front Yard	15 feet	15 feet
Side Yard	8 feet end unit	8 feet end unit
Rear Yard	15 feet	15 feet
Length/Width Ratio	6:1 Maximum	6:1 Maximum
Lot Coverage	75% Maximum	75% Maximum
Maximum Building Height	45 feet Maximum	45 feet Maximum

## NOTES

- 1) Compliance with all applicable R93ZO zoning regulations will be demonstrated at the time of site plan review.
- 2) No one structure shall contain more than (8) dwelling units.

PD-H4 REQUIREMENTS	
[R93ZO Section 4-100]	
District Size	25 Acre Minimum
Maximum Net Residential	4
Floor Area Ratio	0.4 for Service Uses
Open Space	30% Minimum within the District

	5' L.C.S.A. WATER MAIN EASEMENT (TYPICAL) HEREBY CREATED		EX. 20' L.C.S.A. WATERLINE EASEMENT DB. 2100 PG. 2297
	10' L.C.S.A. WATER MAIN EASEMENT HEREBY CREATED		EX. 10' L.C.S.A. WATERLINE EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	VARIABLE WIDTH STORMWATER MANAGEMENT EASEMENT HEREBY CREATED		EX. 10' STORM DRAIN EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	VARIABLE WIDTH LANDSCAPE EASEMENT HEREBY CREATED		EX. 15' STORM DRAIN EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	10' L.C.S.A. SANITARY SEWER EASEMENT HEREBY CREATED		EX. 15' STORM DRAIN EASEMENT INSTR. 200707170053337
	10' STORM DRAIN EASEMENT HEREBY CREATED		EX. PERMANENT STREET RIGHT OF WAY EASEMENT INSTR. 200412100131526
	15' STORM DRAIN EASEMENT HEREBY CREATED		EX. 10' L.C.S.A. SANITARY SEWER EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	VARIABLE WIDTH TREE CONSERVATION EASEMENT HEREBY CREATED		EX. VARIABLE WIDTH INGRESS/EGRESS EASEMENT INSTR. 20041160121874 INSTR. 200504040034057
	VARIABLE WIDTH INGRESS/EGRESS EASEMENT HEREBY CREATED		EX. 16' PUBLIC ACCESS EASEMENT INSTR. -----



RECORD PLAT  
SHAH PROPERTY  
LANDBAY S3  
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LINE DATA FOR  
INGRESS/EGRESS EASEMENTS

LINE	BEARING	DISTANCE
IL1	N 88°53'19" E	25.00'
IL2	S 01°06'41" E	148.53'
IL3	N 88°53'19" E	274.66'
IL4	N 01°06'41" W	73.48'
IL5	N 88°53'19" E	26.00'
IL6	N 01°06'41" W	87.03'
IL7	N 88°53'19" E	173.93'
IL8	S 84°31'55" E	51.68'
IL9	N 05°26'39" E	0.76'
IL10	S 84°31'55" E	51.72'
IL11	N 02°37'54" E	15.50'
IL12	N 88°53'19" E	202.77'
IL13	N 88°53'19" E	267.66'
IL14	S 01°06'41" E	24.50'
IL15	S 88°53'19" W	27.00'
IL16	N 01°06'41" W	71.60'
IL17	N 02°58'27" E	14.04'
IL18	N 01°06'41" W	160.44'

LINE DATA FOR  
STORM DRAIN EASEMENTS

LINE	BEARING	DISTANCE
DL1	S 32°27'40" E	70.50'
DL2	S 14°30'16" E	77.71'
DL3	S 01°06'41" E	101.24'
DL4	N 88°53'19" E	89.40'
DL5	S 88°28'35" W	93.61'
DL6	N 00°16'42" E	81.19'
DL7	S 88°53'19" W	230.81'
DL8	N 04°57'25" W	77.48'
DL9	S 12°37'27" W	118.00'
DL10	S 05°25'05" W	88.62'
DL11	N 47°21'57" E	45.14'
DL12	N 14°24'37" W	73.53'
DL13	S 77°52'57" W	48.49'

LINE DATA FOR  
LANDSCAPE EASEMENTS

LINE	BEARING	DISTANCE
XL1	N 88°53'19" E	38.00'
XL2	S 01°06'41" E	6.44'
XL3	N 88°53'19" E	23.00'
XL4	S 01°06'41" E	67.00'
XL5	S 88°53'19" W	18.00'
XL6	S 01°06'41" E	75.10'
XL7	N 88°53'19" E	233.66'
XL8	N 01°06'41" W	69.00'
XL9	N 88°53'19" E	23.00'
XL10	N 01°06'41" W	5.00'
XL11	N 88°53'19" E	38.00'
XL12	S 01°06'41" E	93.09'
XL13	N 01°06'41" W	87.03'
XL14	N 88°53'19" E	26.00'
XL15	N 01°06'41" W	73.48'
XL16	N 88°53'19" E	274.66'
XL17	S 01°06'41" E	148.53'
XL18	N 88°53'19" E	25.00'
XL19	N 01°06'41" W	160.44'
XL20	N 02°58'27" E	14.04'
XL21	N 01°06'41" W	71.60'
XL22	S 88°53'19" W	27.00'
XL23	S 01°06'41" E	24.50'
XL24	N 88°53'19" E	267.66'
XL25	N 88°53'19" E	202.77'
XL26	N 02°57'54" E	15.50'
XL27	S 84°31'55" E	51.72'
XL28	S 05°26'39" W	0.76'
XL29	N 84°33'21" W	3.60'
XL30	S 85°14'03" E	55.19'
XL31	S 85°38'55" E	12.58'
XL32	N 02°37'54" E	14.52'
XL33	S 89°49'11" E	41.06'
XL34	N 88°53'19" E	173.39'
XL35	N 03°08'13" E	53.53'
XL36	N 18°30'32" E	73.16'
XL37	S 88°53'34" W	252.34'
XL38	S 01°06'41" E	24.50'
XL39	S 88°53'19" W	35.50'
XL40	N 01°06'41" W	75.60'
XL41	S 88°53'19" W	18.00'
XL42	N 01°06'41" W	175.00'
XL43	N 88°53'19" E	18.00'
XL44	N 01°06'41" W	6.44'

LINE DATA FOR  
CENTERLINES OF STREETS

LINE	BEARING	DISTANCE
CL1	N 01°06'41" W	185.03'
CL2	S 01°06'41" W	61.00'
CL3	N 88°53'19" E	298.55'
CL4	N 01°06'41" W	87.08'
CL5	N 88°53'19" E	213.19'
CL6	S 84°31'55" E	51.71'

LINE DATA FOR  
STORMWATER MANAGEMENT EASEMENTS

LINE	BEARING	DISTANCE
ML1	S 69°37'05" E	16.56'
ML2	S 67°04'18" E	5.23'
ML3	N 89°15'34" E	159.62'
ML4	S 00°53'56" E	66.68'
ML5	N 12°37'27" E	11.17'
ML6	N 05°25'05" E	5.62'
ML7	N 89°45'32" W	152.30'
ML8	S 57°09'13" W	16.29'
ML9	S 14°24'37" E	10.11'
ML10	N 77°52'57" E	12.71'
ML11	N 00°26'50" E	117.10'

LINE DATA FOR  
L.C.S.A. SANITARY SEWER EASEMENTS

LINE	BEARING	DISTANCE
SL1	N 01°06'41" W	119.39'
SL2	N 88°53'19" E	265.23'
SL3	N 01°06'41" W	48.15'
SL4	N 05°35'12" E	98.11'
SL5	S 03°41'23" W	30.23'
SL6	S 03°03'25" W	100.06'
SL7	S 88°53'35" W	214.11'
SL8	N 86°27'26" W	130.87'

LINE DATA FOR  
TREE CONSERVATION EASEMENTS

LINE	BEARING	DISTANCE
TL1	N 75°47'40" E	31.69'
TL2	N 01°09'50" E	40.53'

LINE DATA FOR  
L.C.S.A. WATERLINE EASEMENTS

LINE	BEARING	DISTANCE
WL1	N 01°06'41" W	7.95'
WL2	S 79°51'46" E	59.14'
WL3	S 01°06'41" E	123.08'
WL4	S 01°06'41" E	10.00'
WL5	N 88°53'19" E	17.33'
WL6	N 01°06'41" W	23.91'
WL7	N 05°35'12" E	98.57'
WL8	N 03°41'41" E	30.00'
WL9	N 03°03'26" E	63.81'
WL10	N 86°56'34" W	13.96'
WL11	N 03°03'26" E	35.85'
WL12	S 00°06'00" E	12.41'
WL13	S 00°06'00" E	32.50'
WL14	S 00°32'18" W	15.20'
WL15	N 88°53'19" E	247.48'
WL16	S 83°55'29" E	77.91'
WL17	S 88°53'19" W	46.40'
WL18	S 01°06'41" E	22.25'
WL19	S 30°50'01" E	12.09'
WL20	N 01°06'41" W	17.75'
WL21	S 88°53'19" W	12.00'
WL22	N 01°06'41" W	35.50'
WL23	S 88°53'19" W	7.50'
WL24	N 01°06'41" W	20.09'
WL25	N 37°13'30" W	8.97'
WL26	N 01°06'41" W	23.17'
WL27	S 88°53'19" W	12.00'
WL28	N 01°06'41" W	35.50'
WL29	S 88°53'19" W	5.29'
WL30	S 01°06'41" E	20.00'
WL31	S 51°42'34" E	6.47'
WL32	N 01°06'41" W	26.39'
WL33	S 88°53'19" W	12.00'
WL34	N 01°06'41" W	35.50'
WL35	S 88°53'19" W	5.00'
WL36	N 01°25'33" W	15.00'
WL37	N 34°28'39" W	6.60'
WL38	N 01°06'41" W	29.99'
WL39		

# **Tab H:**

Attorney's Opinion (MANDATORY)



# BLANCO TACKABERY

Attorneys and Counsellors at Law

P.O. Drawer 25008  
Winston-Salem, NC 27114-5008  
404 N. Marshall Street  
Winston-Salem, NC 27101-2815  
phone 336.293.9000  
fax 336.293.9030  
[www.blancolaw.com](http://www.blancolaw.com)

June 30, 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 tax-exempt bonds)

Name of Development: Stone Ridge Towns  
Name of Owner: Stone Ridge Towns VA 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 June 25, 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:

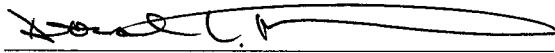
1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) 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.

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.**

BLANCO TACKABERY & MATAMOROS, P.A.

By:   
Deborah L. McKenney, Vice President

**Attorney's Opinion Letter - TAX EXEMPT VERSION**

**(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.**

June 30, 2025

**TO:** **Date** \_\_\_\_\_ **To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

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

Name of Development: Stone Ridge Towns

Name of Owner: Stone Ridge Towns VA 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 June 25, 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

BT:1036616

v1

BT:1036616v1

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.

**OR**

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and~~

~~(b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

**3. [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.
7. [Delete if inapplicable] 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.
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 (<sup>the</sup> Virginia Housing) to issue a reservation of Credits to the Owner. Accordingly, it may be relied upon only by Virginia Housing and may not be relied upon by any other party for any other purpose.

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

**Firm Name** \_\_\_\_\_ **By** \_\_\_\_\_ **Its** \_\_\_\_\_

---

**Title**

BLANCO TACKABERY & MATAMOROS, P.A.

**By:**

Deborah L. McKenney, Vice President

<b>Summary report:</b> <b>Litera Compare for Word 11.9.0.82 Document comparison done on</b> <b>6/30/2025 4:19:34 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
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<b>Changes:</b>	
<u>Add</u>	36
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<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>78</b>

# **Tab I:**

## **Nonprofit Questionnaire (MANDATORY for points or pool)**

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

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

N/A

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

N/A

# **Tab K:**

**Documentation of Development Location:**

N/A

# **Tab K.1**

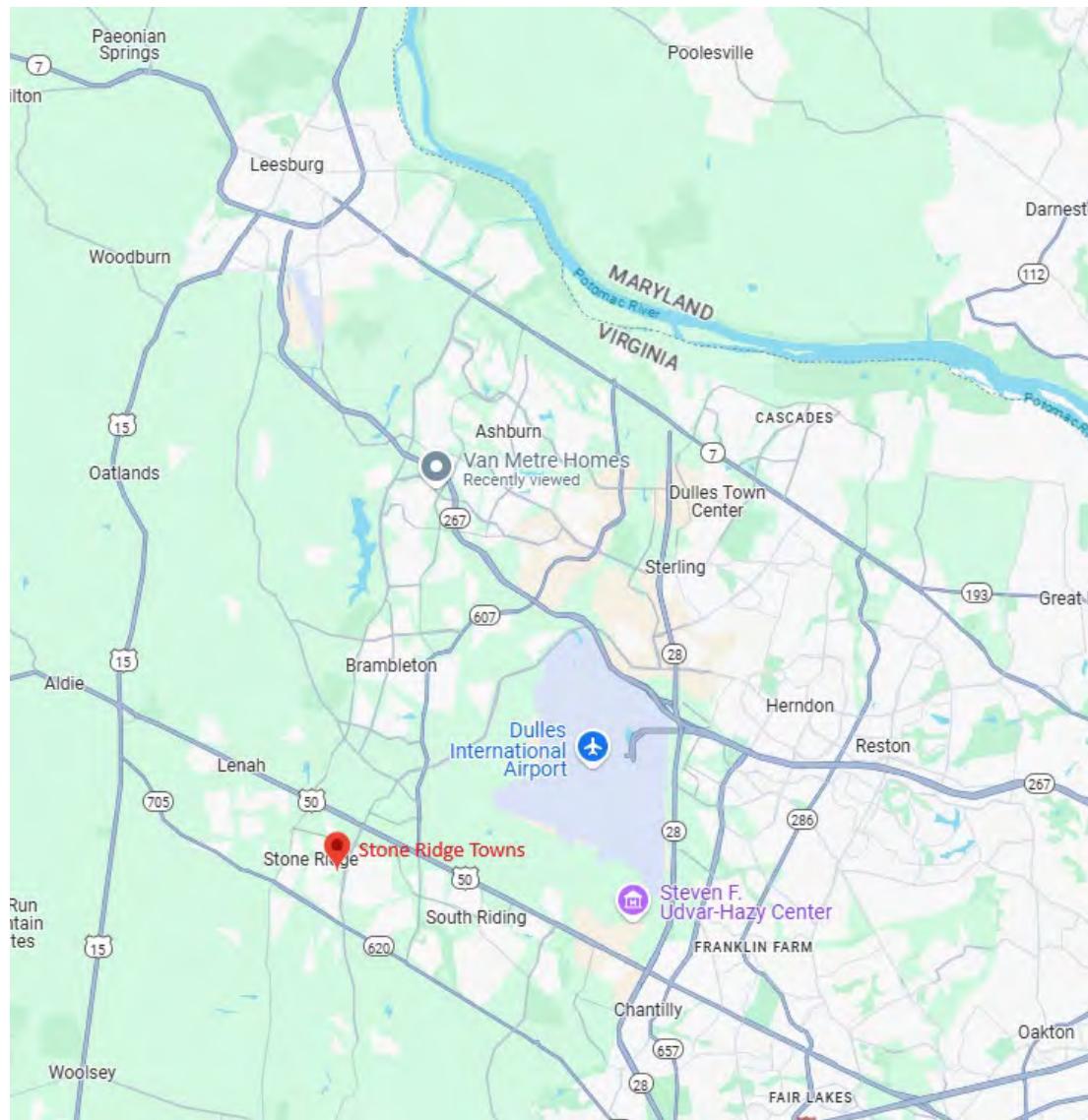
Revitalization Area Certification

**General Instructions**

To qualify for revitalization area points available under the QAP (13 VAC 180-60(E)(2)(c)), select one of the following and provide sufficient supporting documentation:

The development is located in a redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to VA Code §36-1 et seq. Documentation must (a) demonstrate that area exists at the time of application; (b) accurately depict area boundaries; and (c) clearly show that the proposed development lies or will lie within those boundaries.

The location of the planned development is shown on the below map as a dropped pin. The site is south of the city of Leesburg and southwest of Dulles International Airport. As indicated in the attached Resolution and Exhibit A, the site is located within the boundaries of the Revitalization Area.



Date of Meeting: December 5, 2017

# 5

**BOARD OF SUPERVISORS  
BUSINESS MEETING  
ACTION ITEM**

**SUBJECT:** **Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits**

**ELECTION DISTRICT(S):** Countywide

**CRITICAL ACTION DATE:** March 16, 2018

**STAFF CONTACT(S):** Glenda Blake, Department of Family Services  
Sarah Coyle Etro, Department of Family Services  
Leo Rogers, County Attorney's Office

**PURPOSE:** Designation of the Suburban Policy Area and the Leesburg Joint Land Management Area (JLMA) as a revitalization area by resolution to support Low Income Housing Tax Credit (LIHTC) applications in gaining additional points in the competition for tax credits.

**RECOMMENDATION(S):** Staff recommends adoption of the resolution designating the Suburban Policy Area and the Leesburg JLMA as a revitalization area to support LIHTC applications in the competitive tax credit allocation process.

---

**BACKGROUND:** The County can provide support for projects that are the subject of an application for Low Income Housing Tax Credit (LIHTC) allocations by adopting a resolution designating a revitalization area (Attachment 1). The revitalization designation can be based on a determination that the area lacks affordable housing to support the large number of workers and businesses within the designated geographic area of the County.

In the LIHTC competition, with application review based on a point system, an application can receive 10 points for its location in a designated revitalization area. These 10 points may make the difference in winning the LIHTC in the application process leading to the development of an affordable rental project. A resolution is required by Virginia Code Section 36-55.30:2 (Attachment 2) in order for the Board of Supervisors to designate a revitalization area.

The designation is proposed based on criteria included in Virginia Code Section 36-55.30:2 :

1. The commercial, industrial or other economic development of the revitalization area will benefit Loudoun County but the area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments,

community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the area.

2. Private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the revitalization area and will induce other persons and families to live within the area and thereby create a desirable economic mix of residents in the area.

The Board could designate the Suburban Policy Area and the Leesburg JLMA as a revitalization area (Attachment 1; Exhibit A). Properties within this area could be the subject of a LIHTC application and could benefit from the revitalization area designation. This area of the County is the location of the majority of the County's businesses and industry. Affordable housing in this area would house the workforce needed to support those businesses.

Information included in the "Primer on Housing in Loudoun County" presented at the Board of Supervisors' October 16, 2017, Housing Summit identifies that "almost 78,000 workers in Loudoun's workforce are in occupations that earn less than 40% of the Area Median Income (AMI) (2017 AMI is \$110,300; 40% AMI is \$44,120); that's 48.2% of Loudoun's workforce. Additionally, about 55% of the workforce does not earn annual pay greater than 65% AMI (\$71,695). The County works to attract, grow and retain targeted businesses of all sizes. A lack of reasonably-priced housing hinders businesses from attracting and retaining the talent they need, thereby hindering growth and deterring new businesses from moving in. When the workforce can't find or maintain housing expenses, they also explore new options, sometimes driving them away from the community." The Housing Needs Assessment identified an unmet housing need of 8400 rental apartments for households with incomes at 60% AMI and below.

LIHTC applications are required to be submitted to the Virginia Housing Development Authority (VHDA) by March 16, 2018. The Board's adoption of the resolution before the deadline will enable applicants seeking a LIHTC allocation in the upcoming allocation cycle to gain points in the application review competition.

**ISSUES:** Staff has identified no outstanding concerns relative to the adoption of this resolution.

**FISCAL IMPACT:** The possibility of gaining additional LIHTC rental units because of successful applications in the LIHTC competition should strengthen Loudoun's economy by housing the workforce supporting businesses and industry.

**ALTERNATIVES:** The Board could choose not to designate a Revitalization Area to support LIHTC applications or could choose to modify the proposed Revitalization Area boundaries.

**DRAFT MOTIONS:**

1. I move that the Board of Supervisors approve the resolution designating the Suburban Policy Area and the Leesburg Joint Land Management Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Action Item).

OR

2. I move an alternate motion.

**ATTACHMENT(S):**

1. Resolution designating a portion of Loudoun County, Virginia a Revitalization Area
2. Code of Virginia Section 36-55.30:2. Housing revitalization areas

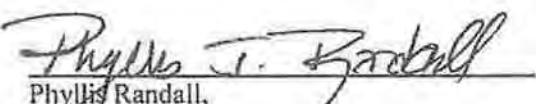
**RESOLUTION  
DESIGNATING A PORTION OF LOUDOUN COUNTY, VIRGINIA  
A REVITALIZATION AREA**

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Loudoun, Virginia, desire to designate the Suburban Policy Area and the Leesburg Joint Land Management Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

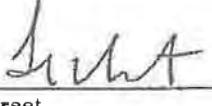
NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

1. the commercial, industrial or other economic development of the Revitalization Area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Revitalization Area; and
2. private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Revitalization Area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in the Revitalization Area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of Loudoun County hereby designates the Suburban Policy Area and the Leesburg Joint Land Management Area as shown on Exhibit A, attached hereto, as a Revitalization Area.

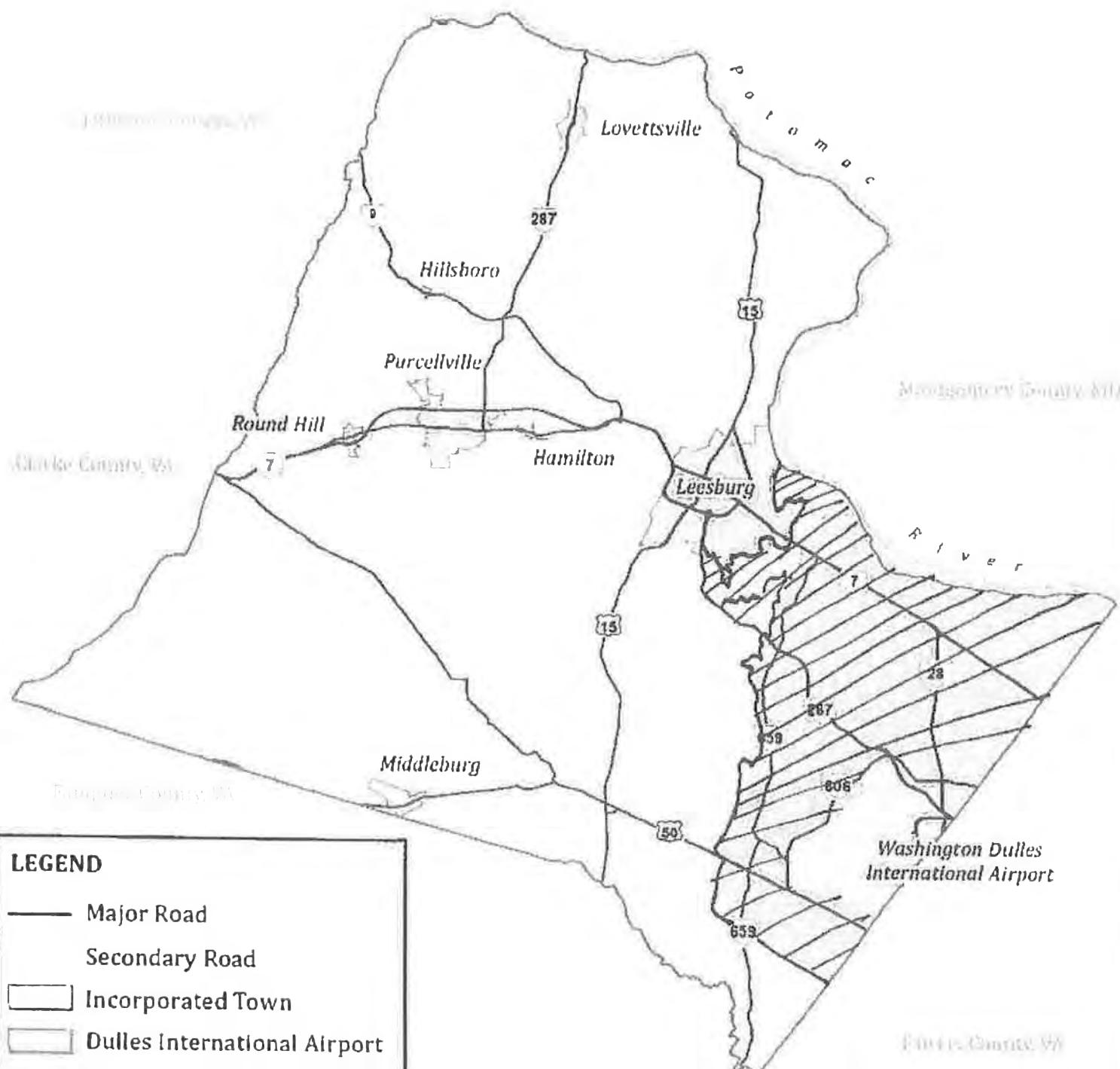
  
\_\_\_\_\_  
Phyllis J. Randall,  
Chairman, Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Tim Hemstreet  
Clerk to the Board

Adopted by the Board of Supervisors of Loudoun, Virginia, this 5 day of December, 2017.

# PROPOSED REVITALIZATION AREA LOUDOUN COUNTY



## LEGEND

- Major Road
- Secondary Road
- Incorporated Town
- Dulles International Airport

**Policy Areas**

- Joint Land Management Area
- Rural Policy Area
- Suburban Policy Area
- Transition Policy Area

Exhibit A



Code of Virginia  
Title 36. Housing  
Chapter 1.2. Virginia Housing Development Authority Act

**§ 36-55.30:2. Housing revitalization areas; economically mixed projects.**

A. For the sole purpose of empowering the HDA to provide financing in accordance with this chapter, the governing body of any city or county may by resolution designate an area within such city or county as a revitalization area if such governing body shall in such resolution make the following determinations with respect to such area: (i) either (a) the area is 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 or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; or (b) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area. Any redevelopment area, conservation area, or rehabilitation area created or designated by the city or county pursuant to Chapter 1 (§ 36-1 et seq.) of this title, any census tract in which 70 percent or more of the families have incomes which are 80 percent or less of the statewide median income as determined by the federal government pursuant to Section 143 of the United States Internal Revenue Code or any successor code provision on the basis of the most recent decennial census for which data are available, and any census tract which is designated by the United States Department of Housing and Urban Development and, for the most recent year for which census data are available on household income in such tract, either in which 50 percent or more of the households have an income which is less than 60 percent of the area median gross income for such year or which has a poverty rate of at least 25 percent shall be deemed to be designated as a revitalization area without adoption of the above described resolution of the city or county. In any revitalization area, the HDA may provide financing for one or more economically mixed projects and, in conjunction therewith, any nonhousing buildings that are incidental to such project or projects or are determined by the governing body of the city or county to be necessary or appropriate for the revitalization of such area or for the industrial, commercial or other economic development thereof.

B. The HDA may finance an economically mixed project that is not within a revitalization area if the governing body of the city or county in which such project is or will be located shall by resolution determine (i) either (a) that the ability to provide residential housing and supporting facilities that serve persons or families of lower or moderate income will be enhanced if a portion of the units therein are occupied or held available for occupancy by persons and families who are not of low and moderate income or (b) that the surrounding area of such project is, or is expected in the future to be, inhabited predominantly by lower income persons and families and will benefit from an economic mix of residents in such project and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

C. In any economically mixed project financed under this section, the percentage of units occupied or held available for occupancy by persons and families who are not of low and moderate income, as determined as of the date of their initial occupancy of such units, shall not exceed 80 percent.

1979, c. 374; 1996, cc. 77, 498; 2004, c. 187; 2006, c. 784.

**Attachment 2**

# **Tab K.2**

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

## Surveyor's Certification of Proximity to Transportation

### General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

Date: June 6, 2025

TO: Virginia Housing

601 South Belvidere Street

Richmond, Virginia 23220 2025 Tax Credit Reservation Request

Name of Development Stone Ridge Towns

Name of Owner Stone Ridge Towns VA LLC

RE:

Stone Ridge Towns VA LLC

Ladies and Gentlemen:

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

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

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway

station; OR

1,320 feet or ¼ mile of the nearest access point to an existing public bus stop or a public bus stop to be built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed proffers with this form.

Firm Name Urban, Limited

By Brian D. Martin, P.E.

Its Senior Associate

Title

**Brian Martin**

Digitally signed by Brian Martin  
DN: G=Brian Martin, C=US  
United States,  
E=bmartin@urban-ltd.com,  
O="Urban, Limited", L=US  
United States, CN=Brian Martin  
Date: 2025.06.16 15:23:49-04'00

**LEGI-2023-0042**  
**STONE RIDGE SECTION 40**  
**ZONING MAP AMENDMENT (ZMAP-2022-0019),**  
**ZONING CONCEPT PLAN AMENDMENT (ZCPA-2021-0003), AND**  
**ZONING CONCEPT PLAN AMENDMENT (ZCPA-2022-0006)**

**JULY 27, 2022**  
**MARCH 7, 2023 (Revised)**  
**JUNE 26, 2023 (Revised)**  
**OCTOBER 20, 2023 (Revised)**  
**NOVEMBER 10, 2023 (Revised)**  
**JANUARY 25, 2024 (Revised)**  
**FEBRUARY 26, 2024 (Revised)**  
**MARCH 28, 2024 (Revised)**  
**APRIL 12, 2024 (Revised)**  
**APRIL 19, 2024 (Revised)**

Potomac Conference Corporation of Seventh Day Adventists, a District of Columbia non-profit corporation, is the sole owner of the approximately 4.3897-acre property designated on Loudoun County Tax Maps as #100/C19//1/ and referenced in the Loudoun County Real Estate Parcel Database as parcel identification number (“PIN”) 205-46-9303-000, (“Land Bay F”), the Stone Ridge Association, Inc., a Virginia corporation, is the sole owner of the approximately 2.9020-acre property designated on Loudoun County Tax Maps as #100/C/7//O/ and referenced in the Loudoun County Real Estate Parcel Database as PIN 204-19-3204-000, (“Land Bay O”), Mohammad A. Shah and Zareen A. Shah are the sole owners of the approximately 23.9376-acre property designated on Loudoun County Tax Maps as #100//43/ and referenced in the Loudoun County Real Estate Parcel Database as PIN 205-18-1614-000 (the “Shah Property”), and Douglas T. Cross is the surviving tenant by the entirety and sole owner of the approximately 2.6461-acre property designated on Loudoun County Tax Maps as # 100//43B and referenced in the Loudoun County Real Estate Parcel Database as PIN 205-28-4701-000 (the “Cross Property”). The aforesaid Shah Property and Cross Property are collectively referred to as the “Shah/Cross Property”; the Shah/Cross Property, Land Bay F, and Land Bay O are collectively referred to as the “Property”; and the foregoing identified owners are collectively referred to as the “Owners”. The Owners, on behalf of themselves and their successors in interest, hereby voluntarily proffer, pursuant to Section 15.2-2303, Code of Virginia (1950), as amended, and the ZOR Grandfathering Resolution dated December 13, 2023, that, upon approval of ZMAP-2022-0019, ZCPA-2021-0003, ZCPA-2022-0006, ZMOD-2022-0066, ZMOD-2022-0067, SPEX-2023-0012 and SPEX-2023-0034 (the “Applications”), development of the Property shall be in substantial conformance with the terms and conditions prescribed in this Proffer Statement (the “Proffers”).

If the Applications are approved, these Proffers shall supersede and replace all previously approved proffers for the Property. The previously approved proffers shall remain in effect for any applicable land areas that are not subject of the Applications.

As used herein, the term “County” refers to the Board of Supervisors of Loudoun County, Virginia, or to the applicable Loudoun County government department, staff or official, as the context implies.

As used in these Proffers, the term site plan shall include an application for approval of a site plan or site plan amendment and the term construction plans and profiles (“CPAP”) shall include an application for approval of a CPAP or amendment/revision thereto in accordance with applicable County ordinances. All references in these Proffers to subdivision, subdivision plat, or record plat shall be deemed to include condominium or condominium plat or any other document or mechanism that legally divides the Property into separately transferable units of ownership. Any obligation imposed herein that must be performed prior to, in conjunction with, or concurrently with first or other subdivision or record plat approval shall be deemed to be required to be performed prior to the recordation of any such condominium declaration or plat or other similar document that would have the legal effect of dividing the Property into separately transferable units of ownership.

When any plan submission, signal warrant analysis submission, noise or other impact study submission, bonding, dedication, conveyance, construction, completion of construction, opening of a facility or infrastructure to traffic or use, payment of cash, or any other act or activity required in these Proffers is required to be performed, submitted, recorded, paid, and/or completed prior to the issuance of a certificate of occupancy, the said certificate of occupancy shall not be issued until the Owner has provided written documentation from the County Department of Building and Development (“B&D”) or Zoning Administration staff that the said act, or activity has been made or completed, or provided documentation from Zoning Administration staff that the said payment, act, or activity is no longer a prerequisite for issuance of such certificate of occupancy.

The Zoning Administrator may grant an extension to any dates or events provided in these Proffers by which time a commitment must be fulfilled if the Zoning Administrator determines that an extraordinary, unforeseeable event or circumstance beyond the control of the Owner has prevented the fulfillment of its obligations under these Proffers within the stated time period. In the event of such an extension, the Owner shall secure fulfillment of such commitment by providing a bond or other adequate surety deemed satisfactory by the Zoning Administrator and shall fulfill such commitment with the time period set forth in the extension.

## **A. CONCEPT DEVELOPMENT PLAN**

The development of the Property shall be in substantial conformance with the conditions set forth in these Proffers and the Concept Development Plan hereby defined and identified as Sheets 01, 04, 05, 06, 07, 08, 09, and 21 of the plan set entitled “ZONING MAP AMENDMENT, ZONING CONCEPT PLAN AMENDMENT, SPECIAL EXCEPTION & ZONING MODIFICATIONS, STONE RIDGE SECTION 40, LEGI-2023-0042, ZMAP-2022-0019, ZCPA-2021-0003, ZCPA-2022-0006, ZMOD-2022-0066, ZMOD-2022-0067, SPEX-2023-0012, & SPEX-2023-0034” and dated August 23, 2022 with revisions through April 19, 2024 (the “CDP”) prepared by J2 Engineers, Inc. and incorporated by reference as Exhibit A. The CDP shall control the general layout and configuration of development of the Property. Minor adjustments to the

locations of the proposed roads and improvements shown on the CDP shall be permitted as reasonably necessary to address grading; drainage; environmental, cultural and natural features; development ordinance requirements; and other final engineering considerations; and to accommodate the recommendations of archaeological studies, if any, provided that any such adjustments shall be determined by the Zoning Administrator to be in substantial conformance with the CDP and these Proffers as defined by the Loudoun County Zoning Ordinance (“Zoning Ordinance”).

## B. PROPOSED LAND USES

Upon approval of ZMAP-2022-0019 and ZCPA-2022-0006 by the County, the zoning classification of the Shah/Cross Property shown as Land Bays S1, S2, and S3 on Sheet 04 of the CDP is amended from the R-1 Single Family Residential zoning district to the Planned Development-Housing with maximum density of four (4) dwelling units per acre (“PD-H4”) zoning district with development of the Shah/Cross Property administered pursuant to the R-8 Single Family Residential Affordable Dwelling Unit Development (“R-8 ADU”) zoning district as set forth in Section 7-800 of the Revised 1993 Zoning Ordinance.

Upon approval of ZCPA-2021-0003 by the County, the land use designation of Land Bay F as shown on Sheet 05 of the CDP is amended from “CHURCH” under the PD-H4 zoning district to residential under the PD-H4 zoning district with development administered pursuant to the R-8 ADU zoning district as set forth in Section 7-800 of the Revised 1993 Zoning Ordinance.

Upon approval of ZCPA-2022-0006 by the County, the land use designation of Land Bay O as shown on Sheet 05 of the CDP is amended from “HOA OPEN SPACE” to “OPEN SPACE - COMMON” under the PD-H4 zoning district. Permitted uses shall include community amenities set aside for use and enjoyment of members of the homeowners association for the Property and maintenance needs of said homeowners association which could include any one or more of the following: a community building with a maximum gross floor area of 10,000 square feet, swimming pool with a maximum water surface area of 4,000 square feet, tot lot, maximum of four (4) tennis courts, maximum of eight (8) pickleball courts, dog park, and maintenance/storage building with a maximum gross floor area of 1,200 square feet.

1. Residential Building Typologies. The Shah/Cross Property and Land Bay F, collectively, shall be developed with a maximum of 144 single family dwellings units (exclusive of any accessory dwelling units) distributed throughout the community within six distinct building typologies as shown and listed on Sheet 09 of the CDP. The width, depth, and minimum yards as well as garage, driveway, and front door orientation for each building typology is shown on the lot typical for said building typology on Sheet 07 of the CDP and labeled “LOT TYPICALS”. Each applicable record plat, site plan, and CPAP for the Property shall include a tabulation of the number of dwelling units of each building typology shown on said plan as well as the cumulative total number of dwelling units of each building typology shown on previously approved record plats, site plans, and/or CPAPs for the Property to demonstrate compliance with the aforesaid maximum number of dwelling units of each building typology listed on Sheet 09 of the CDP.

2. Residential Architecture. In order to provide a cohesive overall character for the Stone Ridge community, a design concept shall be implemented for the building architecture through a like palette of materials, colors, and architectural vernacular consistent with the existing homes within the Stone Ridge. Slight variations within the facades shall be incorporated to create visually engaging buildings. These can include but are not limited to; variation in wall planes, roof lines, detailing, and addition of architectural elements such as balconies, canopies, gables, dormers, and awnings. All façades of a dwelling shall be consistent with the selected architectural style.

(a) Design Requirements for All Dwelling Units.

(i) All dwellings shall be oriented with the primary front façade facing a public or private road with sidewalks and lead walks to the dwelling. Private roads shall include parallel parking. Front doors shall be painted or stained wood, fiberglass, or steel with raised panel profiles. Transoms and sidelights shall have true divided lights or simulated divided lights with mullions.

(ii) All attached garages shall be integrated into the architectural design and consist of the same quality of material and finish as the principal structure. Attached garage foundation water tables must be of the same material as the main structure. Garage doors shall be wood, fiberglass, or aluminum and shall be painted or stained. Driveways for all garages shall be a minimum of 18 feet in length.

(iii) Exterior building materials may include brick, stone, fiber cement siding, wood siding, vinyl siding, architectural metal panel, and/or cultured stone.

(iv) Brick or stone water table is required on the front of all residential structures constructed on corner and interior lots when the exposed basement wall masonry is greater than 12 inches in height. A brick or stone water table is not required on interior lots between intersecting roads and when it is not visible from the road when screened by landscaping.

(v) Roof styles may include gabled, hip, gambrel, or flat. Roofing materials may include asphalt shingles and/or standing seam metal.

(vi) All paint colors shall be complimentary to one another and to the other building materials.

(vii) All mechanical and electrical equipment associated with each individual house shall be located on the lot for said house between the front of the main mass of the residential house and the rear property line of said lot and shall be screened from view from any public travel way by architectural treatment, landscaping, or both.

(b) Additional Single Family Attached Design Requirements

(i) The front façade of each building containing single family attached (“SFA”) dwelling units (an “SFA Building”) shall be articulated. A minimum articulation of eight inches (8”) shall be required between any two (2) adjoining dwelling units identified as “SFA TYPE D: 24’ FRONT LOAD” or “SFA TYPE F: 20’ REAR LOAD” on Sheet 07 of the CDP to avoid such adjoining units from being flush, or in-line, with each other. A minimum articulation of eight inches (8”) shall be required between a pair of two (2) dwelling units identified as “SFA TYPE E: NO GARAGE” on Sheet 07 of the CDP and another single or pair of two (2) of such dwelling units to avoid such pairs of units from being flush, or in-line, with each other. In addition, a minimum of thirty percent (30%) of the collective total surface area of all SFA Building front facades, excluding fenestrations, shall consist of a building material other than vinyl siding.

(ii) The side facade of each SFA Building shall utilize one or more of the following features as part of the architectural design: indentations, bay or box windows, building articulation, chimneys, and/or a defined water table. Rear elevations may consist of one permitted building material but may include balconies or decks (including rooftop decks) to provide articulation.

The Owner shall submit architectural elevations for such dwelling unit to the Zoning Administrator that specifically identifies the architectural features demonstrating compliance with this Proffer B.2 concurrently with submittal of the zoning permit for each dwelling unit constructed on the Property,

3. Universal Design Elements. The Owner shall include the following universal design features as optional features in all Market-Rate Dwelling Units, ADUs, and WHUs (all as defined below in Proffer C) constructed on the Property and offered for sale to initial home purchasers at the time a purchase agreement has been executed:

- (a) Front entrance doors that are a minimum of 36” wide;
- (b) Rocker light switches, thermostats, and other environmental and security controls (if any) installed in accessible locations and at a maximum height of 48" above finished floor;
- (c) Electrical and multi-media outlets installed at a minimum height of 18" above finished floor;
- (d) Reinforcements provided in the walls of one bathroom, at a minimum, to allow for the installation of grab bars;
- (e) Shower pan in one bathroom, at a minimum, with maximum curb height of 4.5";
- (f) Elevated (comfort height) toilets; and

## (g) Lever door handles on all hinged doors.

Concurrently with submittal of the zoning permit for each dwelling unit constructed on the Property, the Owner shall submit architectural elevations and floor plans for such dwelling unit along with documentation demonstrating that the aforesaid Universal Design Features have been, or shall be, offered as optional features to the aforesaid initial home purchaser of said dwelling unit to the Zoning Administrator and specifically identify each of the universal design features listed above to demonstrate compliance with the foregoing proffer.

4. Green Building Practices. All dwelling units to be constructed on the Property shall be designed to meet the certification requirements under one of the following programs, or an alternative third-party program and certification that achieves the substantive intent of the programs identified below, to be selected by the Owner, in consultation with the Zoning Administrator.

(a) ENERGY STAR®. Certification in accordance with the National Green Building Standard using the ENERGY STAR® Qualified Homes path for energy performance, as demonstrated through documentation submitted to the Zoning Administrator prior to approval of the zoning permit for each dwelling unit that the design of the building containing said unit has been completed in a manner to achieve the Energy Star certification and the subsequent submission of documentation to the Zoning Administrator from a home energy rater certified through the Home Innovation Research Labs that demonstrates that each dwelling unit has attained the certification prior to the issuance of the certificate of occupancy for said dwelling unit;

(b) Earth Craft. Certification in accordance with the Earth Craft House Program, as demonstrated through documentation submitted to the Zoning Administrator prior to approval of the zoning permit for each dwelling unit that the design of the building containing said unit has been completed in a manner to achieve the Earth Craft certification and the subsequent submission of the certification to the Zoning Administrator prior to the issuance of the certificate of occupancy for each dwelling unit; or

(c) NAHB National Green Building Program. Certification in accordance with the National Association of Home Builders (NAHB) National Green Building Program, Bronze level, as demonstrated through documentation submitted to the Zoning Administrator prior to approval of the zoning permit for each dwelling unit that the design of the building containing said unit has been completed in a manner to achieve “Green Certification” and the subsequent submission of a copy of the “Green Certificate” issued by NAHB in accordance with its “Green Certificate Program” prior to issuance of the certificate of occupancy for each dwelling unit.

5. Community Green. The Owner shall design and construct a community green (minimum area of 28,000 square feet) within Land Bay S1 in the location shown on Sheet 04 of the CDP and identified as “COMMUNITY GREEN” (the “Community Green”). The limits, location, and specific details of the Community Green shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and completed and available for use no later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1. The community amenities within the Community Green shall include (i) an open play lawn (minimum area of 12,500 square feet), (ii) four (4) benches, and (iii) two (2) short-term bicycle racks installed pursuant to Proffer E.3(c).

6. Community Garden. The Owner shall design and construct a community garden (minimum area of 4,000 square feet) within Land Bay S3 in the location shown on Sheet 04 of the CDP and identified as “COMMUNITY GARDEN” (the “Community Garden”). The limits, location, and specific details of the Community Garden shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S3, bonded for construction prior to approval of such site plan or CPAP, and completed and available for use no later than approval of the 16th cumulative zoning permit for dwelling units constructed within Land Bay S3. The community amenities within the Community Garden shall include (i) one (1) worktable minimum three feet (3') in width and six feet (6') in length with three (3) benches, and (ii) ten (10) raised planting beds minimum four feet (4') in width and eight feet (8') in length.

7. Pollinator Meadow. The Owner shall design and install pollinator plantings (minimum area of 3,500 square feet) within Land Bay S1 in the location shown on Sheet 04 of the CDP and identified as “POLLINATOR MEADOW” (the “Pollinator Meadow”). The limits, location, and specific details of the Pollinator Meadow shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and completed no later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1. Notwithstanding the said timeframe, the Owner may seek an extension to this timeframe in accordance with seasonal constraints for the plantings to the end date of the next available Planting Season. “Planting Season” is defined as either March 1 to May 31 or September 1 to November 30. The Pollinator Meadow shall contain a minimum of three hundred (300) plant units. The number of plant units that a particular plant type shall be calculated as follows:

- (a) Ten (10) plant units per one (1) Large Deciduous Tree
- (b) Six (6) plant units per one (1) Evergreen Tree
- (c) Five (5) plant units per one (1) Small Deciduous Tree

- (d) Two (2) plant units per one (1) Shrub
- (e) One (1) plant unit per one (1) Ornamental Grass
- (f) One quarter (0.25) plant unit per one (1) Perennial

Plant unit species shall be limited to a combination of shrubs, ornamental grasses, and perennials that will provide nectar and/or pollen sources during all four flowering periods (spring, early summer, late summer, fall). The pollinator plant species shall consist of one hundred percent (100%) Virginia native species, with an emphasis on Northern Virginia native species. The pollinator plant species within the Pollinator Meadow shall comply with the following:

- (a) Diversity of plant unit type and species shall be provided such that no single plant type may exceed 50% of the total number of required plant units and a minimum of three (3) different species shall be required for each plant type; and
- (b) All plant material installed shall meet the requirements of the American National Standards Institute, American Standard for Nursery Stock, ANSI Z60.1-2014. The minimum sizes required for each plant type are as follows:

- (i) All deciduous trees shall have a minimum caliper of 1 inch;
- (ii) Evergreen trees shall be a minimum of 6 feet in height; and
- (iii) Shrubs be a minimum size of three-gallon and all perennials and ornamental grasses shall be a minimum size of one-gallon.

8. Design Standards for Community Buildings and Facilities. The design of site plan(s) and architectural plan(s) for all community buildings and facilities to be constructed on Land Bays O and S2 of the Property shall be consistent with the following:

- (a) Building Architecture and Facades. The architectural theme, exterior materials, colors, and architectural treatments of all buildings to be constructed within Land Bays O and S2 shall be compatible and complementary with the architectural theme, exterior materials, colors, and architectural treatments of existing community facilities constructed within Stone Ridge. Prior to approval of any site plan showing buildings to be constructed within Land Bays O and S2, the Owner shall submit to the Zoning Administrator architectural elevations, materials, and color palettes demonstrating compliance with this Proffer B.8.(a) for each building shown on such site plan. Any side or rear building elevations which have the majority of their surface area parallel to, or approximately parallel to, public road frontage, shall have their facades covered generally with the same materials and architectural style as is used for the front of the buildings. All building

facades, particularly in the front of buildings, shall be articulated with a change in elevation or by providing entrance features so that buildings are visually interesting, and entrances are clearly identified.

(b) Loading and Trash Collection Areas. To the extent reasonably feasible, any service and delivery loading docks and loading spaces shall be oriented so as to have minimum visibility from public roads. If such loading docks and spaces are not substantially blocked from view from public roads, they shall be treated with architectural elements or decorative fencing and landscaping to screen such loading docks loading spaces from such public roads. All dumpster pads and other trash collection areas shall be totally enclosed by architectural elements, fencing, and other buffering and screening to minimize negative visual impacts.

(c) Screening of Rooftop Mechanical Units. Any mechanical units placed on the rooftops of buildings in Land Bays O and S2 shall be screened by architectural features compatible with building façade architecture. Screening shall be such as to block such units from view by persons on any public street immediately adjoining Land Bays O and S2.

(d) Pedestrian Circulation. In designing and developing the uses on Land Bays O and S2, the Owner shall provide pedestrian connections among all buildings constructed in Land Bays O and S2 and to the surrounding development outside of Land Bays O and S2. The site design shall provide for dedicated pedestrian walkways to ensure the separation of vehicular traffic and pedestrian movements.

9. Limitation on Approval of Zoning Permits for Dwelling Units. Subject to satisfaction of, and compliance with, all other governmental requirements and the terms and conditions prescribed in these Proffers, zoning permits shall not be approved for more than twenty-six (26) Market-Rate Dwelling Units (as defined below in Proffer C) to be constructed on the Property prior to January 1, 2027, and eighty-six (86) Market-Rate Dwelling Units to be constructed on the Property prior to January 1, 2028. ADUs, AHUs, and WHUs (all as defined below in Proffer C) shall be exempt from the aforesaid limitations on approval of zoning permits for dwelling units constructed on the Property.

## C. ATTAINABLE HOUSING

1. Affordable Dwelling Units. The Owner shall provide a minimum of twelve and one-half percent (12.5%) of the total number of dwelling units constructed on the Property (exclusive of any accessory apartments or dwellings) as affordable dwelling units (the “Required ADUs”) in accordance with the provisions of Article 7 of the Revised 1993 Zoning Ordinance and in accordance with Chapter 1450 of the Codified Ordinances of Loudoun County. As set forth in Article 7 of the Revised 1993 Zoning Ordinance, the Owner may provide affordable housing units (“AHUs”) in lieu of ADUs.

2. Workforce Housing Units. In addition to providing ADUs or, in the alternative, AHUs pursuant to Proffer C.1. above, the Owner shall provide a minimum of four and two tenths percent (4.2%) of the total number of dwelling units constructed on the Property (exclusive of any accessory apartments or dwelling units) as workforce housing units (“WHUs”) offered either for sale or as a rental, at the Owner’s option, to families or individuals with median household incomes equal to, or less than, eighty percent (80%) of the Average Median Household Income (“AMI”) of the Washington, DC Metropolitan Statistical Area (“Washington MSA”) as published by HUD for the applicable year in which the home is first occupied by such family or individual.

(a) Certificates of occupancy for no more than ninety percent (90%) of the total number of dwelling units permitted within the Property shall be issued prior to issuance of certificates of occupancy for 100 percent (100%) of the WHUs to be constructed hereunder.

3. Market-Rate Dwelling Unit Definition. As used herein, the term “Market-Rate Dwelling Unit” includes any dwelling unit constructed on the Property except an ADU, AHU, WHU, or accessory dwelling.

#### D. HOMEOWNERS ASSOCIATION

1. Homeowners Association. All owners of the dwelling units constructed on the Property shall be members of a homeowners association (“HOA”), either existing or newly established, and shall be subject to the covenants, declarations, and related governance documents established by the HOA which shall include standards for the construction of all improvements and maintenance of landscaping as well as regulations for the use of privately owned land and structures within the Property (together, the “HOA Documents”). All owners of dwelling units to be constructed on the Property shall be subject to the HOA Documents.

2. Establishment of the HOA. Prior to the approval of the first record plat, site plan, or CPAP, whichever is first in time, for development of dwelling units on the Property, draft documents for annexing the Property into an existing HOA or the establishment of a new HOA for the Property shall be prepared and submitted to the County for review and approval. The draft documents shall include the HOA Documents. The new HOA shall be established for the Property, or annexation of the Property into an existing HOA shall be completed, and the HOA Documents as approved by the County shall be recorded in the Land Records prior to, or concurrent with, either (i) the recordation of the first record plat creating residential lots on the Property or (ii) approval of a site plan or CPAP for the Property, whichever is first in time. In addition to any other requirements set forth in these Proffers, the HOA Documents shall provide for the Owner to have the unilateral right, without approval or consent of any other landowner, to record amendments to the HOA Documents as necessary to maintain compliance with these Proffers.

3. General Responsibilities. The HOA shall be responsible for solid waste collection; snow removal from private roads, parking areas, and pedestrian facilities throughout the Property; and maintenance of all landscaping including the Community Green, Community Garden, and Pollinator Meadow referenced in Proffer B. above, all common areas and open space areas, recreational facilities, storm water management facilities, private roads, parking areas, bicycle facilities, fire lane identification along all private and public roads within the Property, lighting within common areas, and all sidewalks and trails within or adjacent to the Property to the extent not otherwise maintained by the County or the Virginia Department of Transportation (“VDOT”).

4. Accessory Dwellings. The HOA Documents shall include language which does not restrict accessory dwellings on single family detached lots within the Property if such accessory dwelling is constructed on the second level of an accessory detached garage.

5. Land Bay S2. The Owner shall transfer ownership of that portion of the Property designated as “LAND BAY S2” on Sheet 04 of the CDP to the HOA prior to issuance of the first certificate of occupancy for a dwelling unit constructed on the Shah/Cross Property.

## E. TRANSPORTATION

1. Regional Transportation Contribution. The Owner shall make a one-time regional road contribution to the County in the amount of \$6,000.00 for each Market-Rate Dwelling Unit constructed on the Property. This per-unit contribution, adjusted on a yearly basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for construction of each Market-Rate Dwelling Unit and shall be payable prior to issuance of the certificate of occupancy for said dwelling unit. The aforesaid contributions are for regional road or transportation improvements within the Dulles Planning Subarea. Notwithstanding the foregoing, upon completion of the Gum Spring Road Offsite Pedestrian Improvements referenced in Proffer E.3(a)(i) below and the Kudo Court Offsite Trail Connection referenced in Proffer E.3(a)(ii) below, and approval of the final accounting of the construction costs for said improvements by the Zoning Administrator (the “Approved Costs”), the Owner shall receive a credit toward the calculation of future residential regional transportation contributions attributable to construction of Market-Rate Dwelling Units within the Property equal to the Approved Costs. Such credit shall be applied on a proportional basis with the numerator being the Approved Costs and the denominator being the number of Market-Rate Dwelling Units remaining to be constructed within the Property for which zoning permits have not been approved. In no event shall the Owner be entitled to reimbursement or refund of contributions paid prior to application of the credit provided in this Proffer E.1.

2. Regional Transit Contribution. The Owner shall make a one-time regional transit contribution to the County in the amount of \$1,000.00 for each Market-Rate Dwelling Unit constructed on the Property. This per-unit contribution, adjusted on a yearly

basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for construction of each Market-Rate Dwelling Unit and shall be payable prior to issuance of the certificate of occupancy for said dwelling unit. The County shall deposit the aforesaid contributions in a Transit/Rideshare related County trust fund or use such contributions to support transit services within the Dulles Planning Subarea or as otherwise designated in the Loudoun County 2019 Countywide Transportation Plan ("CTP").

(a) Bus Stops and Shelters. In addition to the aforesaid regional transit contribution, the Owner shall design, bond, and construct three (3) concrete pads on the Property for future installation of three (3) bus shelters by others, in the approximate locations within Land Bays S1, S3, and F labeled "BUS SHELTER" on sheets 04 and 05 of the CDP. Each bus shelter concrete pad shall be located adjacent to an accessible sidewalk constructed in accordance with the Americans with Disabilities Act ("ADA") guidelines and be a minimum of eight feet (8') in width and fourteen feet (14') in length to accommodate a bus shelter that is six feet (6') in width and twelve feet (12') in length with one foot (1') of clearance on all sides. Each of the aforesaid bus shelter concrete pads shall be located in a public access easement granted to the County, in a form approved by the County Attorney's Office, that is a minimum of ten feet (10') in width and sixteen feet (16') in length to encompass the bus shelter concrete pad and be located one foot (1') outside the perimeter of such pad. An accessible concrete landing pad (minimum of five feet (5') in width) meeting the aforesaid ADA guidelines shall be installed between the sidewalk/shared use path and the street curb for a length of eight feet (8') at each bus shelter concrete pad location (a "Bus Stop Landing Pad"). Each Bus Stop Landing Pad shall be located within the VDOT right-of-way (subject to VDOT approval), or a public access easement granted to the County in a form approved by the County Attorney's Office. Collectively, a bus shelter concrete pad and accompanying Bus Stop Landing Pad is referred to herein as a "Bus Stop." The final location of each Bus Stop shall be determined in consultation with the Transit Services and Operation Division of the Department of General Services ("Transit Services"). The location selection, design, approval, and construction process for each Bus Stop shall be as follows:

(i) The Owner shall meet with Transit Services to coordinate the final location of each of the three (3) Bus Stops prior to submission of the first site plan or CPAP, whichever is first in time, for development of residential lots within the land bay in which each Bus Stop is to be located. Subsequently, the Owner shall include the agreed-upon location of the Bus Stop and details of the Bus Stop design and the required public access easements(s) on each applicable site plan or CPAP and submit to the County and VDOT (if applicable) for review and approval.

(ii) Prior to, or concurrently with, approval of the aforesaid site plan or CPAP, the Owner shall bond the construction of the Bus Stop and grant the

designated public access easement(s). Upon approval of the site plan or CPAP, the Owner shall obtain the applicable construction permits and complete construction of the Bus Stop(s) and accessible sidewalk(s) shown thereon. Each Bus Stop and accessible sidewalk shall be completed by the Owner and be available for installation of a bus shelter by Transit Services prior to issuance of the first certificate of occupancy for a dwelling unit constructed in the land bay in which the respective Bus Stop is located.

(iii) The Owner shall also provide a cash contribution to the County in the total amount of \$75,000 (\$25,000 for each of the proposed bus shelters to be installed by Transit Services on the completed bus stop concrete pads) prior to the issuance of the certificate of occupancy for the first dwelling unit constructed within the Property. The amount of such contribution shall be adjusted on a yearly basis pursuant to Proffer I. below. The aforesaid contribution shall be used to fund the installation of transit amenities or facilities in the Dulles Planning Subarea.

### 3. Pedestrian and Bicycle Facilities.

(a) Sidewalks/Trails/Shared Use Paths. The Owner shall design, bond, and construct the sidewalks, trails, and shared use paths listed below at no public cost except as otherwise set forth herein.

(i) Gum Spring Road Offsite Pedestrian Improvements. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct (x) an asphalt (or concrete in the event VDOT will not accept asphalt) sidewalk that is, at minimum, six feet (6') in width, within the existing dedicated right-of-way along the west side of Gum Spring Road in the locations shown on Sheets 04 and 21 of the CDP identified as "PROPOSED OFFSITE 6' SIDEWALK WITHIN EXISTING GUM SPRING ROAD RIGHT OF WAY" and consistent with the "GUM SPRING ROAD SIDEWALK" cross-section depicted on Sheet 21 of the CDP; and (y) an asphalt (or concrete in the event VDOT will not accept asphalt) shared use path that is, at minimum, ten feet (10') in width, within the existing dedicated right-of-way along the west side of Gum Spring Road in the location shown on Sheets 04 and 21 of the CDP identified as "PROPOSED 10' OFFSITE SHARED USE PATH WITHIN EXISTING GUM SPRING ROAD RIGHT OF WAY" and consistent with the "GUM SPRING ROAD SHARED USE PATH" cross-section depicted on Sheet 21 of the CDP (collectively, the "Gum Spring Road Offsite Pedestrian Improvements"). The limits, location, and specific details of the Gum Spring Road Offsite Pedestrian Improvements shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such

site plan or CPAP, and completed and available for pedestrian use no later than approval of the 80th cumulative zoning permit for dwelling units constructed within Land Bay S1. All actual costs associated with the design, review, bonding, and construction of the Gum Spring Road Offsite Pedestrian Improvements shall be credited towards the Owner's residential regional transportation contribution as provided in Proffer E.1. above.

(ii) Kudu Court Offsite Trail Connection. The Owner shall design, bond, and construct an asphalt trail that is, at minimum, eight feet (8') in width and located within a public access easement that is, at minimum, ten feet (10') wide in the location shown on Sheets 04 and 21 of the CDP and identified as the "PROPOSED OFFSITE 8' ASPHALT KUDO CT TRAIL" (the "Kudu Court Offsite Trail Connection"), subject to the Westview Estates Homeowners Association ("Westview HOA") granting approval of said trail and their execution of a deed in a form approved by the County Attorney granting said public access easement to the County. The Owner shall make a good faith effort to secure the necessary public access easement from Westview HOA prior to approval of the first site plan or CPAP, whichever is first in time, for development of residential units in Land Bay S1. If the Owner is not able to secure the easement from Westview HOA within this time period, the Owner shall present to the Zoning Administrator evidence demonstrating Owner's good faith effort to acquire the easement. If the Zoning Administrator determines that Owner has demonstrated that it made a good faith effort to acquire the easement, then the Owner will be relieved of any further obligation to design and construct the Kudu Court Offsite Trail Connection under this Proffer E.3(a)(ii). However, if Owner is able to obtain the easement from Westview HOA, then the limits, location, and specific details of the Kudu Court Offsite Trail Connection shall be shown on the first site plan or CPAP, whichever is first in time, submitted to the County following the Owner's receipt of approval from the Westview Estates HOA and their agreement to execute a deed granting said public access easement to the County, bonded for construction prior to approval of such site plan or CPAP, and constructed and available for pedestrian use no later than approval of the 80th cumulative zoning permit for dwelling units constructed within Land Bay S1. All actual costs associated with the design, review, bonding, and construction of the Kudu Court Offsite Trail Connection shall be credited towards the Owner's residential regional transportation contribution as provided in Proffer E.1. above.

(iii) Gum Spring Road Shared Use Path. The Owner shall dedicate at no public cost all necessary right-of-way for the construction of an asphalt (or concrete in the event VDOT will not accept asphalt) shared use path that is, at minimum, ten feet (10') in width, consistent with the

“GUM SPRING ROAD SHARED USE PATH” cross-section depicted on Sheet 21 of the CDP (the “Gum Spring Road Shared Use Path”) in the locations shown on Sheets 04 and 21 of the CDP identified as “PROPOSED 10’ SHARED USE PATH”. The Owner shall grant any related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said shared use path. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct the Gum Spring Road Shared Use Path. The limits, location, and specific details of the Gum Spring Road Shared Use Path shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed within Land Bay S1.

(iv) Offsite Pond Trail. The Owner shall design and construct a natural surface trail that is, at minimum, five feet (5’) in width and located offsite on PIN 205-27-1003 within a public access easement that is, at minimum, ten feet (10’) wide in the location shown on Sheet 04 of the CDP and identified as “PROPOSED OFFSITE POND TRAIL 5’ WIDE, NATURAL SURFACE” (the “Offsite Pond Trail”). The limits, location, and specific details of the Offsite Pond Trail shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed within Land Bay S1. The Offsite Pond Trail is located on that certain parcel identified as PIN 205-27-1003 owned by the Stone Ridge Association, Inc., a Virginia corporation (“Stone Ridge HOA”) that is not subject to the Applications and these Proffers. The Owner shall obtain a public access easement from the Stone Ridge HOA granted to the County, at no cost to the County, in a deed approved to form by the Office of the County Attorney, prior to approval of the site plan or CPAP on which the Offsite Pond Trail is shown.

(v) Onsite Pond Trail. The Owner shall design and construct a natural surface trail that is, at minimum, five feet (5’) in width and located within a public access easement that is, at minimum, ten feet (10’) wide in the location shown on Sheet 04 of the CDP and identified as “PROPOSED ON-SITE POND TRAIL 5’ WIDE, NATURAL SURFACE” (the “Onsite Pond Trail”). The limits, location, and specific details of the Onsite Pond Trail shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for

construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed within Land Bay S1. The public access easement shall be granted to the County, in a deed approved to form by the County Attorneys' Office, prior to approval of the site plan or CPAP on which the Onsite Pond Trail is shown.

(vi) Greenstone Drive Frontage Sidewalk. The Owner shall dedicate at no public cost all necessary right-of-way for the construction of a concrete sidewalk that is, at minimum, six feet (6') in width, consistent with the "GREENSTONE DR" cross-section depicted on Sheet 05 of the CDP (the "Greenstone Drive Frontage Sidewalk") in the location shown on Sheets 05 and 21 of the CDP identified as "PROPOSED 6' CONCRETE SIDEWALK". The Owner shall grant any related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said sidewalk. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct the Greenstone Drive Frontage Sidewalk. The limits, location, and specific details of the Greenstone Drive Frontage Sidewalk shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on Land Bay F, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed on Land Bay F.

(vii) Stone Springs Boulevard Frontage Sidewalk. The Owner shall dedicate at no public cost all necessary right-of-way for the construction of a concrete sidewalk that is, at minimum, six feet (6') in width, consistent with the "STONE SPRINGS BLVD" cross-section depicted on Sheet 05 of the CDP (the "Stone Springs Boulevard Frontage Sidewalk") in the location shown on Sheets 05 and 21 of the CDP identified as "PROPOSED 6' CONCRETE SIDEWALK". The Owner shall grant any related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said sidewalk. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct the Stone Springs Boulevard Frontage Sidewalk. The limits, location, and specific details of the Stone Springs Boulevard Frontage Sidewalk shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on Land Bay F, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of

the first certificate of occupancy for a dwelling unit constructed on Land Bay F.

(viii) Greenstone Drive Offsite Sidewalk. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct a sidewalk that is, at minimum, six feet (6') in width, consistent with the "GREENSTONE DR" cross-section depicted on Sheet 05 of the CDP in the location shown on Sheets 05 and 21 of the CDP identified as "PROPOSED OFFSITE 6' SIDEWALK WITHIN PROPOSED DEDICATED RIGHT OF WAY" (the "Greenstone Drive Offsite Sidewalk"). The limits, location, and specific details of the Greenstone Drive Offsite Sidewalk shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on Land Bay F, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed on Land Bay F. Construction of the Greenstone Drive Offsite Sidewalk requires the dedication of right-of-way from, and may require the grant of related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said sidewalk on, that certain parcel identified as PIN 205-37-3473 owned by the Stone Ridge HOA that is not subject to the Applications and these Proffers. The Owner shall obtain said right-of-way dedication and the grant of any related easements from the Stone Ridge HOA, at no cost to the County, in a deed approved to form by the Office of the County Attorney, prior to approval of the site plan or CPAP on which the Greenstone Drive Offsite Sidewalk is shown.

(ix) Stone Springs Boulevard Offsite Sidewalk. The Owner shall, subject to the approval of the County and VDOT, design, bond, and construct a sidewalk that is, at minimum, six feet (6') in width, consistent with the "STONE SPRINGS BLVD" cross-section depicted on Sheet 05 of the CDP in the location shown on Sheets 05 and 21 of the CDP identified as "PROPOSED OFFSITE 6' SIDEWALK WITHIN PROPOSED DEDICATED RIGHT OF WAY" (the "Stone Springs Boulevard Offsite Sidewalk"). The limits, location, and specific details of the Stone Springs Boulevard Offsite Sidewalk shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units on Land Bay F, bonded for construction prior to approval of such site plan or CPAP, and completed and available for pedestrian use prior to issuance of the first certificate of occupancy for a dwelling unit constructed on Land Bay F. Construction of the Greenstone Drive Offsite Sidewalk requires the dedication of right-of-way from, and may require the grant of related

easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of said sidewalk on, that certain parcel identified as PIN 205-46-8842 owned by the Stone Ridge HOA that is not subject to the Applications and these Proffers. The Owner shall obtain said right-of-way dedication and the grant of any related easements from the Stone Ridge HOA, at no cost to the County, in a deed approved to form by the Office of the County Attorney, prior to approval of the site plan or CPAP on which the Stone Springs Boulevard Offsite Sidewalk is shown.

(x) Tall Cedars Parkway Shared Use Path. The Owner shall, at no public cost and subject to the approval of the County and VDOT, design and construct an asphalt shared use path that is, at minimum, ten feet (10') in width and located within a public access easement that is, at minimum, fourteen feet (14') wide along the Land Bay O Tall Cedars Parkway frontage in the location shown on Sheets 05 and 21 of the CDP and identified as "PROPOSED TALL CEDARS PARKWAY SHARED USE PATH" (the "Tall Cedars Parkway Shared Use Path"). The limits, location, and specific details of the Tall Cedars Parkway Shared Use Path shall be shown on the first site plan or CPAP, whichever is first in time, for construction of a building on Land Bay O which, when combined with any previously approved site plan or CPAP, results in a cumulative gross floor area exceeding 1,200 square feet for all buildings constructed on Land Bay O. Prior to approval of the site plan or CPAP on which the Tall Cedars Parkway Shared Use Path is shown, the public access easement for said shared use path shall be granted to the County, in a deed approved to form by the County Attorneys' Office, and the improvements bonded for construction. The Tall Cedars Parkway Shared Use Path shall be completed and available for pedestrian use prior to issuance of a certificate of occupancy for any building which results in a cumulative gross floor area of more than 1,200 square feet constructed within Land Bay O. Further, in the event the County requests the Owner grant the aforesaid public access easement prior to approval of a site plan or CPAP, whichever is first in time, for construction of a cumulative gross floor area exceeding 1,200 square feet for all buildings constructed, or to be constructed, on Land Bay O, the Owner shall grant, at no public cost and within thirty (30) days after receipt of a request from the County, a public access easement for construction of the Tall Cedars Parkway Shared Use Path by others. The Owner shall also grant any related easements located outside of said public access easement such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of a shared use path within said easement in the future.

(b) Crosswalk. Prior to, or concurrently with, submission of the first record plat, site plan or CPAP for Land Bay F, whichever is first in time, the Owner shall request in writing that the County prepare a crosswalk warrant study for the installation of a non-signalized pedestrian crosswalk on Greenstone Drive at its intersection with Stone Springs Boulevard in the general location depicted on Sheet 05 of the CDP labeled “PROPOSED CROSSWALK”. The Owner shall pay to the County the applicable fee for preparing such crosswalk warrant study concurrently with the aforesaid request.

(i) If the warrant study determines that a non-signalized crosswalk is warranted and approved by the VDOT, the Owner shall design the non-signalized crosswalk and related improvements and submit to VDOT for review and approval. The Owner shall bond the non-signalized crosswalk and related improvements prior to approval of the site plan or CPAP showing said crosswalk and improvements and install the non-signalized crosswalk and related improvements within eighteen (18) months of the warrant study approval or prior to the issuance of the certificate of occupancy for the first dwelling unit constructed within Land Bay F, whichever is later.

(ii) In the event that the proposed non-signalized crosswalk is deemed not warranted, or, if warranted, not approved by VDOT, a cash in lieu of construction contribution in the amount of \$22,850.00 shall be paid by the Owner to the County prior to the approval of the zoning permit for the first dwelling unit to be constructed within Land Bay F. The amount of such cash contribution shall be adjusted on a yearly basis pursuant to Proffer I. below. Upon payment of the cash in lieu of construction contribution, the Owner shall no longer be required to install the crosswalk nor have any further obligations under this Proffer E.3(b). Such contribution shall, at the discretion of the County, be used for the purpose of installing the referenced crosswalk in the future or for any other regional multi-modal transportation or transit improvements in the vicinity of Land Bay F.

(c) Short-Term Bicycle Racks. The Owner shall provide four (4) exterior inverted “U” (or similar) style bicycle racks, each designed to accommodate short-term storage for a minimum of two (2) bicycles. Two bicycle racks shall be located within the Community Green on Land Bay S1 as shown on Sheet 04 of the CDP and identified as “BR” and two bicycle racks shall be located on Land Bay S2. The bicycle racks shall be in a convenient and accessible location with each bicycle rack sited a minimum of twenty-four inches (24”) from any adjacent structure and a minimum of thirty-six inches (36”) from any other bicycle rack. The location of the two (2) short term bicycle racks to be installed within Land Bay S2 shall be shown on, and bonded prior to or concurrently with, approval of the first site plan or CPAP, whichever is first in time, for Land Bay S2. The two (2)

short term bicycle racks on Land Bay S2 shall be installed concurrently with the adjacent onsite infrastructure shown thereon but in no event later than issuance of the first certificate of occupancy for any building constructed within Land Bay S2. The two (2) short-term bicycle racks to be located within the Community Green on Land Bay S1 shall be shown on, and bonded prior to or concurrently with approval of, the first site plan or CPAP for Land Bay S1, whichever is first in time. The bicycle racks on Land Bay S1 shall be installed and available for use concurrently with the other community amenities to be constructed within the Community Green pursuant to Proffer B.5, but in no event later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1.

4. Gum Spring Road Improvements.

(a) Right Turn Lane. The Owner shall dedicate, at no public cost, right-of-way along existing Gum Spring Road (State Route 659) to accommodate a deceleration and turn lane along the existing southbound lanes of said road at the proposed entrance to the Shah/Cross Property in the location shown on Sheet 04 of the CDP and identified as “APPROXIMATE DEDICATED RIGHT OF WAY – (SEE INSERT) (+/- 0.26 ACRES)” (the “Gum Spring Road Turn Lane”). The Owner shall grant any related easements located outside of the dedicated right-of-way, such as slope maintenance, storm drainage, temporary construction, and utility relocation easements that are needed for the construction and maintenance of turn lane improvements therein. The Owner shall design, and, subject to County and VDOT approval, bond and construct the proposed deceleration and turn lane improvements in accordance with County and VDOT standards and requirements. The limits, location, and specific details of the Gum Spring Road Turn Lane shall be shown on the first site plan or CPAP, whichever is first in time,, for development of dwelling units on the Shah/Cross Property, bonded for construction prior to approval of such site plan or CPAP, and constructed and open to traffic, but not necessarily accepted by VDOT for maintenance, no later than approval of the first certificate of occupancy for dwelling units constructed on the Shah/Cross Property (i.e., Land Bays S1, S2, and S3).

(b) Restricted Left Turn Median. The Owners shall, at no public cost and subject to County and VDOT approval, as applicable, design, bond, and construct a modification to the existing median break and left turn lane on Gum Spring Road (State Route 659) Gum at the proposed entrance to the Shah/Cross Property in the location shown on Sheet 04 of the CDP and identified as “GUM SPRING ROAD RESTRICTED MEDIAN” to only permit left turns into the Shah/Cross Property from northbound Gum Spring Road and not allow left turns exiting from the Shah/Cross Property to northbound Gum Spring Road (the “Gum Spring Road Restricted Median”). The limits, location, and specific details of the Gum Spring Road Restricted Median shall be shown on the first site plan or CPAP, whichever is first in time,, for development of dwelling units on the Shah/Cross

Property, bonded for construction prior to approval of such site plan or CPAP, and constructed and open to traffic, but not necessarily accepted by VDOT for maintenance, no later than approval of the first certificate of occupancy for dwelling units constructed on the Shah/Cross Property (i.e., Land Bays S1, S2, and S3).

5. Internal Site Circulation (Private). The Owner shall provide internal pedestrian and vehicular site circulation in the form of private streets and sidewalks in the locations as shown on Sheets 04 and 05 of the CDP. The private streets and sidewalks shall be designed, bonded, and constructed in accordance with the "TYPICAL STREET SECTIONS" shown on Sheet 08 of the CDP and the applicable standards in Chapter 4 of the Loudoun County Facilities Standards Manual (the "FSM"). All private streets shall be maintained by the HOA established pursuant to Proffer D. above.

6. Street Trees. The Owner shall install street trees along internal streets in the locations as shown on the "TYPICAL STREET SECTIONS" shown on Sheet 08 of the CDP. Street trees along Greenstone Drive and Stone Springs Boulevard shall be installed in the location shown on the "STONE SPRINGS BLVD" and "GREENSTONE DR" cross-sections shown on Sheet 05 of the CDP.

7. Onsite Landscaping. The Owner shall not plant trees closer than three feet (3.0') from the exterior walls of any building nor the face of curb or edge of asphalt, whichever is closer, located along or within the access aisle(s) and required parking areas located within the Property. Further, to promote the health of trees planted in parking lot islands or trees bordered on three (3) or more sides by curbing or sidewalks which provide for less than five feet (5') of clearance between the tree and the curbing and/or sidewalk, uncompacted soil shall be provided in these planting areas. These planting areas shall have the soil tilled to a minimum depth of eighteen inches (18") and have a minimum of twenty-five percent (25%) of the soil volume amended with topsoil or other soil amendments. The uncompacted soil in these planting areas shall be free of any stones greater than one inch (1") in diameter or length. The details for any such planting areas shall be shown on each site plan and CPAP for the Property.

## F. CAPITAL FACILITIES CONTRIBUTION

1. Single Family Detached Market-Rate Dwelling Units. The Owner shall make a one-time contribution to the County in the amount of \$56,735.70 for the 27th single family detached Market-Rate Dwelling Unit and each subsequent single family detached Market-Rate Dwelling Unit constructed on the Property. No contribution for capital facilities shall be required to be paid to the County for the first twenty-six (26) single family detached Market-Rate Dwelling Units constructed on the Property. This per-unit contribution, adjusted on a yearly basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for each Market-Rate Dwelling Unit to be constructed on the Property and shall be payable prior to issuance of the certificate of occupancy for said Market-Rate Dwelling Unit. The County, at its sole discretion, may use

the aforesaid contributions for capital facility improvements within the Dulles Planning Subarea.

2. Single Family Attached Market-Rate Dwelling Units. The Owner shall make a one-time contribution to the County in the amount of \$40,500.12 for each single family attached Market-Rate Dwelling Unit constructed on the Property. This per-unit contribution, adjusted on a yearly basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for each Market-Rate Dwelling Unit to be constructed on the Property and shall be payable prior to issuance of the certificate of occupancy for said Market-Rate Dwelling Unit. The County, at its sole discretion, may use the aforesaid contributions for capital facility improvements within the Dulles Planning Subarea.

## G. ENVIRONMENTAL

### 1. Gum Spring Road (Route 659) Noise Attenuation.

(a) Noise Impact Study. The Owner shall provide a noise impact study to the County that will determine the need for any additional buffering and noise attenuation measures along Gum Spring Road (Route 659). The noise impact study shall be based upon (i) anticipated traffic volumes for this portion of Gum Spring Road at a time no less than ten (10) years after the road corridor is anticipated to be completed to its ultimate condition and such improvements are open to traffic based upon the most recent applicable forecast available from the Department of Transportation and Capital Infrastructure, (ii) the ultimate road configuration as defined in the CTP, and (iii) the ultimate design speed, existing and proposed topography of the roadway in relation to the existing and proposed topography of the Shah/Cross Property adjacent to such roadway, and the pavement type and lane configuration of the roadway. This noise impact study shall be conducted by a professional engineer and submitted to the County concurrently with the submission of the first record plat, site plan, or CPAP, whichever is first in time, for development of dwelling units on the Shah/Cross Property. The noise impact study shall be prepared using the latest version of the Federal Highway Administration's Traffic Noise Prediction Model or other accepted highway noise model. Noise impacts shall be deemed to occur if predicted highway noise levels substantially exceed the existing noise levels (a ten (10) decibel increase over existing levels) or approach (one decibel less than), meet, or exceed the Noise Abatement Criteria identified in the CTP.

(b) Noise Abatement. The Owner shall submit with all applicable site plans or CPAPs for development of dwelling units on the Shah/Cross Property an affidavit or certificate signed by a professional engineer stating whether noise attenuation measures are required by the noise impact study and, if so, identifying the impacted dwelling units and recommended attenuation measures. In addition, each such site plan or CPAP shall include a note stating whether there are noise

attenuation measures required by the noise impact study being implemented with the plan, and if so, such site plan or CPAP shall show and label the specific noise attenuation measures provided, identify the corresponding dwelling units for which each such measure is required, and include a certification that said plan has been designed to incorporate all noise attenuation measures recommended in the noise impact study. For all dwelling units deemed to be subject to such noise impacts, noise attenuation measures shall be provided along the specified roads, or incorporated into the exterior building walls and/or windows of such impacted dwelling units, sufficient to mitigate the anticipated noise impacts prior to the issuance of any certificates of occupancy for such dwelling units. Noise attenuation measures shall result in noise levels less than impact levels (2 decibels less than the Noise Abatement Criteria) and shall result in a noise reduction of at least five (5) decibels below predicted highway noise levels. Where noise attenuation measures are determined to be required, priority shall be given to (1) onsite passive measures such as increased setbacks between the impacted dwelling units and the adjacent road, construction of earthen berms and/or wooden fences, and the installation of additional vegetation (“Passive Measures”) and (2) incorporation of noise attenuation measures within the building walls and/or windows of impacted dwelling units (“Building Measures”). Onsite structural noise attenuation measures (e.g., noise walls) (“Structural Measures”) shall be used only if adequate noise attenuation cannot otherwise be achieved utilizing Passive Measures and/or Building Measures. In the event Passive Measures and/or Structural Measures are required to be provided on the Shah/Cross Property, the first certificate of occupancy for any dwelling unit constructed on the Shah/Cross Property shall not be issued until the Owner has provided written documentation from B&D staff or the Zoning Administrator that such Passive Measures and/or Structural Measures have been constructed or installed. All such Passive Measures and Structural Measures shall be constructed on the HOA owned property, and the HOA Documents shall clearly state that all such measures shall be maintained by the HOA and shall not be removed without written approval from the County. In the event Building Measures are required to be provided within an impacted dwelling unit, the certificate of occupancy for such dwelling unit shall not be issued until the Owner has provided written documentation from B&D staff or the Zoning Administrator that such Building Measures have been installed within such dwelling unit.

## 2. Tree Conservation.

(a) Establishment of Tree Conservation Areas. Within the areas designated on Sheets 04 and 05 of the CDP as “APPROXIMATE TREE CONSERVATION AREA” (the “Tree Conservation Areas”), the Owner shall preserve healthy trees provided, however, that trees may be removed to the extent necessary for the construction of any facilities that are required pursuant to these Proffers and/or shown on approved site plans or CPAPs as lying within such Tree

Conservation Areas, and for the construction of utilities necessary for the development of the Property. Notwithstanding the previous sentence, a minimum of 80% of the canopy within the Tree Conservation Areas depicted on Sheets 04 and 05 of the CDP shall be preserved, exclusive of stands of Virginia Pine over 25 years in age. If the 80% canopy threshold cannot be achieved within the designated Tree Conservation Areas, such lost canopy shall be recaptured elsewhere onsite in locations to be designated at the discretion of the Owner in consultation with the County Urban Forester. Boundaries of the Tree Conservation Areas shall be clearly marked in the field prior to land disturbing activities in accordance with the FSM and shall be delineated on each record plat, site plan, or CPAP, containing any portion of the Tree Conservation Areas. The Owner shall provide a Tree Conservation Area tabulation demonstrating that the Property is in conformance with this proffer with the first submission of each record plat, site plan, and CPAP submitted to the County.

(i) Tree Conservation Easement. The boundaries of the Tree Conservation Areas located within Land Bay F of the Property shall be shown on the first site plan or CPAP, whichever is first in time, for such land bay and such Tree Conservation Area shall be protected by a Tree Conservation Easement running to the benefit of the County recorded with the first record plat for Land Bay F. The boundaries of the Tree Conservation Area located within the Shah/Cross Property shall be shown on the first site plan or CPAP, whichever is first in time, for such property and such Tree Conservation Area shall be protected by a Tree Conservation Easement running to the benefit of the County recorded with the first record plat for the Shah/Cross Property. Each Tree Conservation Easement shall include a provision that prohibits removal of trees within the designated Tree Conservation Area(s) without specific permission of the County except as otherwise set forth in these Proffers or as necessary to accommodate Forest Management Techniques, performed by or recommended by a professional forester or certified arborist, that are necessary to protect or enhance the viability of the canopy. Forest Management Techniques may include, without limitation, actions such as pruning and the removal of vines, invasive species, trees uprooted or damaged by extreme weather conditions, and trees or limbs that are diseased, insect-infested, dead, or are considered a hazard to life or property.

(ii) Invasive Species Controls. Subject to the management regulations for existing wetlands as established by the Virginia Department of Environmental Quality (“VDEQ”) and/or the U.S. Army Corps of Engineers, the Owner shall perform invasive species control within each of the Tree Conservation Areas. For each land bay within the Property containing a Tree Conservation Area, such invasive species control within the Tree Conservation Area of said land bay shall include a minimum of

three treatments (one treatment per year over three consecutive years) commencing in the first calendar year following the issuance of the first certificate of occupancy for a dwelling unit constructed within such land bay. These treatments shall first focus on invasive vines, such as Japanese honeysuckle, then other invasive species using mechanical, chemical or a combination of techniques within the context of an Integrated Pest Management Strategy ensuring labels are followed when and if herbicides are applied. The invasive species treatment strategy must be approved by the County Urban Forester, or their designee, prior to approval of the first zoning permit for construction of a dwelling unit within said land bay. Upon completion of the three invasive species treatment with each applicable land bay, the Owner shall provide the Zoning Administrator with documentation detailing the date of completion of the second and third treatments for such land bay.

(iii) Damaged Trees. If, during construction on the Property, it is determined by the Owner's certified arborist and/or the County that any healthy tree located within the boundaries of any of the Tree Conservation Areas described in this proffer has been damaged during construction and will not survive, then, prior to bond release on any portion of the Property containing, or immediately adjacent to, a Tree Conservation Area, the Owner shall remove each such tree and replace each such tree with two (2) one inch (1") caliper Northern Virginia native, non-invasive deciduous trees. The species of such replacement trees shall be determined by the Owner's certified arborist or landscape architect in consultation with the County Urban Forester or Zoning Administrator. The placement of the replacement trees shall be proximate to the area of each such damaged tree so removed, or in another area as requested by the County.

(iv) HOA Responsibilities. The HOA Documents shall include a covenant that prohibits removal of trees in any Tree Conservation Area, as shown on the record plat for each portion of the Property containing a Tree Conservation Area, after construction has been completed by the Owner. However, such covenant may allow removal of trees in a Tree Conservation Area when such removal is necessary to accommodate Forest Management Techniques performed by, or recommended by, a professional forester or certified arborist that is necessary to protect or enhance the viability of the canopy, or when specific permission of the County Urban Forester or Zoning Administrator is obtained in writing. Such Forest Management Techniques may include, but are not limited to, such actions as pruning and the removal of vines, control and/or removal of invasive species, and the cutting and/or removal of trees uprooted or damaged by extreme weather conditions and trees or limbs that are diseased, insect-infested, dead, or are considered a hazard to life or property. The HOA Documents shall clearly

state that such covenants prohibiting tree removal shall not be amended by the Owner or the HOA without written approval of the County's Zoning Administrator. The record plat for each portion of the Property containing a Tree Conservation Area shall contain a note stating that the removal of trees within a Tree Conservation Area is prohibited except in accordance with the HOA Documents and these Proffers.

3. Indigenous Native Trees. The Owner shall use eighty percent (80%) Virginia native species, with emphasis on Northern Virginia native species for all landscaping in areas to be maintained by the HOA, provided that the Owner reserves the right, in consultation with and subject to approval by the County Urban Forester, to modify as part of a site plan or CPAP review and approval, the percentage of native species to be used to meet FSM requirements. The proposed number and type of tree species to be installed shall be selected in accordance with the FSM. If certain plant materials specified on the approved site plan or CPAP are not available or are not available in the quantities required for the project or have been deemed by the County Urban Forester to no longer be appropriate, then the Owner shall consult with the County Urban Forester to select appropriate alternative plant materials.

4. Stormwater Management. The Owner shall provide a minimum of three (3) Low Impact Development ("LID") Best Management Practices to treat stormwater from the Property. A minimum of one (1) LID practice shall be provided within Land Bay F and a minimum of two (2) LID practices shall be provided within the Shah/Cross Property (one practice in Land Bay S1 and one practice in Land Bay S2). Such LID practices may include, but shall not be limited to, water quality swales, bioretention facilities/rain gardens, sheet flow to vegetated buffers, permeable pavement for parking spaces, or any alternative LID practice proposed by the Owner and deemed by B&D to be acceptable. The location of the LID practice to be installed on Land Bay F shall be shown on the first site plan or CPAP, whichever is first in time, for said land bay. The LID practice shall be bonded prior to approval of such site plan or CPAP and installed concurrently with the adjacent onsite infrastructure shown thereon but in no event later than no later than approval of the 20th cumulative zoning permit for dwelling units constructed on Land Bay F. The location of the LID practice to be installed within Land Bay S1 shall be shown on the first site plan or CPAP, whichever is first in time, for said land bay. The LID practice shall be bonded prior to approval of such site plan or CPAP and installed concurrently with the adjacent onsite infrastructure shown thereon but in no event later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1. The location of the LID practice to be installed within Land Bay S2 shall be shown on the first site plan or CPAP, whichever is first in time, for said land bay. The LID practice shall be bonded prior to approval of such site plan or CPAP and installed concurrently with the adjacent onsite infrastructure shown thereon but in no event later than approval of the first certificate of occupancy for a building constructed within Land Bay S2.

5. Blasting. If blasting is required, the Owner shall ensure that blasting is performed in compliance with Loudoun County Fire Marshal requirements and that all

safety recommendations of the Fire Marshal, including, without limitation, the use of blasting mats, shall be implemented. In addition, the Owner shall:

- (a) Retain a professional consultant to contact and notify, in writing, the owners of residential properties located within two hundred fifty feet (250') of the perimeter boundary of any portion of the Property no less than fourteen (14) days prior to any blasting on such portion and offer to complete a pre-blast survey to document the condition of any house or residential building located on their respective properties;
- (b) Assure that the aforesaid professional consultant completes a pre-blast survey of all houses or residential buildings located on residential properties upon receipt of an owner's written request to have such survey completed, received within seven (7) days after delivery of the aforesaid notification;
- (c) Require the blasting contractor to monitor all blasts using appropriate equipment to record seismic and noise measurements and provide such measurements to the County upon their request;
- (d) Require the blasting contractor to maintain necessary liability insurance to cover the costs of repairing any damages to structures that are directly attributable to their blasting activity; and
- (e) Require the blasting contractor to meet, within five (5) days after receipt of any written notice of a claim of alleged damage resulting from their blasting activity, with the property owner(s) at the site of the alleged damaged and review the physical evidence supporting the claim.
- (f) Provide documentation to the County prior to approval of the first zoning permit within each land bay of the Property evidencing compliance with this Proffer G.5 for any blasting within said land bay.

6. River and Stream Corridor Resources. The Owner shall preserve the River and Stream Corridor Resources as defined in the 2019 General Plan ("RSCR") consisting of the existing 100-year minor floodplain and adjacent very steep slopes (slopes in excess of twenty-five percent (25%)) and a fifty-foot (50') wide buffer (the "RSCR Buffer") along said 100-year minor floodplain and adjacent very steep slopes located on the westerly portion of Land Bay S1 as shown on Sheet 04 of the CDP and identified as "MINOR FLOOD PLAIN", "EXISTING VERY STEEP SLOPES", and "50' RSCR BUFFER". The location of the existing 100-year minor floodplain shown on Sheet 04 is based on Community Panel 51107C0370E of the current Flood Insurance Rate Map (the "Current FIRM") for Loudoun County, Virginia, produced by the Federal Emergency Management Agency ("FEMA") with an effective date of February 17, 2017. The exact boundaries of the 100-year minor floodplain and associated RSCR Buffer shall be determined and shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1 (the "Initial Site Plan or CPAP") and shall be delineated on the first

record plat for said land bay. To the extent the elevations and associated boundaries of the 100-year minor floodplain as shown on the Initial Site Plan or CPAP are subsequently altered, relocated and/or updated as a result of a floodplain study or flood plain alteration approved in accordance with the FSM, the RSCR Buffer shall be measured from the altered, relocated, and/or updated boundary of the 100-year minor floodplain. Should the revised RSCR Buffer include improvements constructed on Land Bay S1 pursuant to the approved Initial Site Plan or CPAP which were not within the RSCR Buffer at the time constructed, such improvements shall be deemed a use permitted within the RSCR Buffer in addition to those uses listed under Strategy 2.2, River and Stream Corridor Resources, Loudoun County 2019 General Plan (Chapter 3, Page 19) (collectively, the “Permitted Uses”). Such Permitted Uses include stormwater management facilities and associated stormwater conveyance facilities as shown on Sheet 04 of the CDP, public water and sanitary sewer lines, and utility infrastructure. The Permitted Uses shall be limited to thirty-five percent (35%) of the total RSCR Buffer area, such that a minimum of sixty-five per cent (65%) of the cumulative RSCR Buffer area shall be preserved. In the event the RSCR is impacted by a Permitted Use, the Owner shall replant open areas within or adjacent to the RSCR Buffer in an amount equal to the area of such encroachment into the RSCR (the “Reforestation Plantings”). The Owner shall submit, for review and approval by the County Urban Forester or Zoning Administrator, a plan for such Reforestation Plantings (the “Reforestation Plan”) prior to the approval of each site plan or CPAP which includes the development of any facility or improvement that encroaches into the RSCR. The Reforestation Plan shall be prepared by a Certified Arborist, Urban Forester, or Landscape Architect in conformance with Section 7.305 of the FSM. Each approved Reforestation Plan shall be implemented in accordance with the reforestation standards of the FSM, including the maintenance and restocking provisions, concurrently with the facility or improvement that encroaches into the RSCR but in no event later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1.

7. Enhanced Land Bay S1 Landscaping. The Owner shall provide enhanced landscaping along the southerly boundary of Land Bay S1 in the location shown on Sheet 04 of the CDP and identified as “ENHANCED LANDSCAPING LAND BAY S1: 6’ EVERGREEN TREES AT 20’ ON CENTER ON TOP OF 42” BERM” (the “Enhanced Land Bay S1 Landscaping”). The limits, location, and specific details of the Enhanced Land Bay S1 Landscaping shall be shown on the first site plan or CPAP, whichever is first in time, for development of dwelling units within Land Bay S1, bonded for construction prior to approval of such site plan or CPAP, and installed concurrently with the site improvements for said adjacent dwelling units, but in no event later than approval of the 45th cumulative zoning permit for dwelling units constructed within Land Bay S1.

8. Enhanced Land Bay O Landscaping. The Owner shall provide enhanced landscaping along the southerly boundary of Land Bay O of the Property in the location shown on Sheet 05 of the CDP and identified as “50’ WIDE ENHANCED LANDSCAPE AREA (80 PLANT UNITS PER 100 L.F.)” (the “Enhanced Land Bay O Landscaping”). The limits, location, and specific details of the Enhanced Land Bay O Landscaping shall

be shown on the first site plan or CPAP, whichever is first in time, for development of Land Bay O of the Property, bonded for construction prior to approval of such site plan or CPAP, and installed concurrently with the site improvements shown on said plan, but in no event later than issuance of the first certificate of occupancy for a building constructed within Land Bay O of the Property.

## **H. EMERGENCY SERVICES**

1. Fire and Rescue Contribution. The Owner shall make a one-time contribution of \$157.20 per residential dwelling unit constructed on the Property payable to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of the said contribution payable for each residential dwelling unit, adjusted on a yearly basis pursuant to Proffer I. below, shall be calculated at the time of approval of the zoning permit for each said dwelling unit and shall be payable prior to issuance of the certificate of occupancy for said dwelling unit. The contributions will be used for capital improvements and apparatus acquisition necessary for fire and rescue operations by volunteer companies. Contributions pursuant to this paragraph shall be divided equally between the fire and rescue companies providing service to the Property. Notwithstanding the foregoing, if at the time of the application for any such zoning permit, the primary servicing fire and rescue company does not utilize, to any significant extent, either volunteer staff or apparatus owned by a volunteer organization, then the Owner may elect to make no contribution. If only one of these services has ceased to utilize volunteer staff and apparatus, then the contribution may be halved and shall be provided to the remaining company.

2. Emergency Vehicle Access. The Owner shall provide all-weather, gravel compacted access for emergency vehicles, acceptable to the Fire Marshall, to all portions of the Property within the time frames established by the Fire Marshal. Such access(es) shall be shown on, and bonded prior to approval of or concurrently with, each site plan or CPAP for development of dwelling units on the Property.

## **I. ESCALATION**

Unless otherwise specified, all monetary contributions identified in these Proffers shall be adjusted on a yearly basis from the base year of 2024. The first such adjustment shall occur on January 1, 2025, and change effective each January 1 thereafter, in accordance with changes to the Consumer Price Index for all urban consumers, 1982-1984=100 (not seasonally adjusted), as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Washington-Arlington-Alexandria, DC-VA-MD-WV Consolidated Metropolitan Statistical Area (the "CPI").

## **J. SEVERABILITY**

Any portion of the Property may be the subject of a Zoning Concept Development Plan Amendment, Proffer Amendment, Rezoning, Special Exception, Commission Permit, Zoning Modification, Variance or other zoning application without the joiner and/or consent of the owners of other land areas within the Property, provided that (i) such application is compatible with these

Proffers, (ii) that the approval of such application would have no material, adverse impact upon any other land within the Property or the performance of any of these Proffers by the owners of the other land within the Property, (iii) that such application complies with the relevant zoning ordinance and Virginia Code provisions, (iv) that such application includes a proffer audit outlining the status of each commitment in these Proffers, and (iv) that such application shall not be approved by the County unless the application has been presented and considered at such public meetings or hearings as required by law. Previously approved proffered commitments applicable to a particular portion of the Property which are not the subject of such an application shall remain in full force and effect.

**K. PERFORMANCE OF PROFFERS**

These Proffers shall be binding on the Owner and its, executors, administrators, assigns, and successors in interest of the Property. The undersigned hereby warrants that all of the owners of any legal interest in the Property have signed this Proffer Statement, that no signature from any additional party is necessary for these Proffers to be binding and enforceable in accordance with their terms, that he/she has full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

[SIGNATURE PAGES FOLLOW]

**POTOMAC CONFERENCE CORPORATION OF  
SEVENTH DAY ADVENTISTS**  
a District of Columbia non-stock corporation

By: Daryl Hevener

Name: Daryl Hevener  
Title: Associate Treasurer

STATE OF Virginia )

) to-wit:

COUNTY/CITY OF Staunton )

The foregoing Proffer Statement was acknowledged before me this 2<sup>nd</sup> day of May, 2024, by Daryl Hevener as Associate Treasurer of Potomac Conference.

Denise M. Hevener  
Notary Public

My Commission Expires: 3/31/27



STONE RIDGE ASSOCIATION, INC.,  
a Virginia corporation

By:

Michael D. Rhodes  
PresidentSTATE OF Virginia )

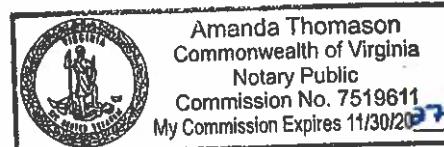
) to-wit:

COUNTY/CITY OF Loudoun )

The foregoing Proffer Statement was acknowledged before me this 15<sup>th</sup> day of  
May, 2024, by Michael Rhoder as Board President of  
Stone Ridge Association



Notary Public

My Commission Expires: 11/30/2027

**PROFFER STATEMENT****LEGI-2023-0042/ZMAP-2022-0019/ZCPA-2021-0003/ZCPA-2022-0006****APRIL 19, 2024****MOHAMMED A. SHAH**Mohammed A. ShahSTATE OF Virginia)

) to-wit:

COUNTY/CITY OF Loudoun)The foregoing Proffer Statement was acknowledged before me this 7 day of  
May, 2024, by Mohammed A. Shah.Ceske  
Notary PublicMy Commission Expires: 5/31/2025**ZAREEN A. SHAH**Zareen A. Shah

YONG JIN KIM NOTARY PUBLIC REGISTRATION # 7555409 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES MAY 31, 2025
--

STATE OF Virginia)

) to-wit:

COUNTY/CITY OF Loudoun)The foregoing Proffer Statement was acknowledged before me this 7<sup>th</sup> day of  
May, 2024, by Zareen A. Shah.Ceske  
Notary PublicMy Commission Expires: 5/31/2025

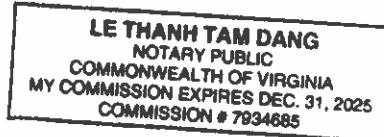
YONG JIN KIM NOTARY PUBLIC REGISTRATION # 7555409 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES MAY 31, 2025
--

**DOUGLAS T. CROSS**

Surviving Tenant by the Entirety and Sole Owner

Douglas T. CrossSTATE OF Virginia)

) to-wit:

COUNTY/CITY OF Pristine KillianThe foregoing Proffer Statement was acknowledged before me this 3 day of  
May, 2024, by Douglas T. Cross.  
Notary PublicMy Commission Expires: Dec, 31, 2025

**EXHIBIT A**

**Concept Development Plan –Property**

**EXHIBIT B**

**Listing of Revised 1993 Zoning Ordinance Modifications and Special Exception**

**ZMOD-2022-0066**

**Section 1-205(A):** Lot Access Requirements. No structure requiring a building permit shall be erected upon any lot which does not have frontage on a Class I, Class II, Class III road, or private access easement as specified in the individual district regulations, except as specifically provided for herein and the Land Subdivision and Development Ordinance (LSDO).

**Modification Request:** Permit all dwelling units to be erected on lots with frontage on a private road.

**ZMOD-2022-0067**

**Sec. 3-511(A):** Private Streets. Roads, serving townhouse and multifamily uses only, may be designed and constructed to private street standards set forth in the Facilities Standards Manual.

**Section 7-803(F)(2):** Frontage. Units shall front on a public road, unless the development has received approval for private roads.

**Modification Request:** Permit private streets to serve as frontage in lieu of a public street for all single family detached and single family attached dwelling units, designed and constructed to private street standards set forth in the Facilities Standard Manual.

**SPEX-2023-0012**

**Sec. 7-803(C)(1)(c):** Yards, Single family detached, suburban and traditional, Rear, 25 feet minimum.

**Modification Request:** Reduce the minimum Rear Yard for single family detached, suburban and traditional, to 18 feet minimum.

**SPEX-2023-0034**

**Sec. 7-803(C)(1)(a):** Yards, Single family detached, suburban and traditional, Front, 15 feet minimum.

**Modification Request:** Reduce the minimum Front Yard for Type C single family detached, suburban and traditional, to 12 feet minimum.

# **Tab L:**

PHA / Section 8 Notification Letter



## PHA or Section 8 Notification Letter

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If you have any questions, please contact the Tax Credit Department at [taxcreditapps@virginiahousing.com](mailto:taxcreditapps@virginiahousing.com).

### General Instructions

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

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

## PHA or Section 8 Notification Letter

**Date:** \_\_\_\_\_

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re:** Proposed Affordable Housing Development

Name of Development: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on \_\_\_\_\_ (date).

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

**Development Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **Proposed improvements:**

New Construction: # Units \_\_\_\_\_ # Buildings \_\_\_\_\_

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

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

### **Proposed Rents:**

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

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

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

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

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

**Other Descriptive Information:**

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**PHA or Section 8 Notification Letter**

We Appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at \_\_\_\_\_.

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

Sincerely yours.

Name \_\_\_\_\_

Title \_\_\_\_\_

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

Seen and acknowledged by: \_\_\_\_\_

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

**From:** [FedEx Tracking](#)  
**To:** [Andrea Gonzalez](#)  
**Subject:** Your shipment was delivered 882277360610  
**Date:** Thursday, June 26, 2025 3:06:11 PM

---



## Your shipment was delivered.

Delivery Date

Wed, 06/25/2025  
10:26am

---

Delivered to

102 Heritage Way NE103, Leesburg, VA 20176

Received by

K.Colkno

[Report missing package](#)

---

### How was your delivery?



---

### Tracking details

Tracking ID

[882277360610](#)

---

From

Fitch Irick Corporation  
1515 Mockingbird Lane  
Suite 1010  
CHARLOTTE, NC, US  
28209

---

To Loudoun County - Family Services  
2 Heritage Way Northeast  
Suite 103  
Leesburg, VA, US  
20176

Ship date Tue 6/24/2025 06:38 PM

Number of pieces

Total shipment weight 1.00 LB

Service FedEx Priority Overnight®

## Reference Stone Ridge Towns

Shipper reference Stone Ridge Towns

## TRACK SHIPMENT



Use a QR code on your phone, instead of a printer at home

Don't worry about printing a shipping label at home—head to Walgreens or another participating retailer. Show your return QR code from a merchant or one you created with the [FedEx® Mobile app](#).

## FIND A PARTICIPATING LOCATION

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 2:05 PM CDT 06/26/2025.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the

selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

ID 1026

# **Tab M:**

Intentionally Blank

N/A

# **Tab N:**

Homeownership Plan

N/A

# **Tab O:**

Plan of Development Certification Letter

N/A

# **Tab P:**

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

N/A

# **Tab Q:**

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

N/A

# **Tab R:**

Documentation of Utility Allowance calculation

**Allowances for  
Tenant-Furnished Utilities  
And Other Services**

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

**Stone Ridge Towns**

Locality: <b>Loudoun County</b>	Unit Type: <b>Duplex/Townhouse</b>	Date: <b>1/1/2025</b>
------------------------------------	---------------------------------------	--------------------------

<b>Utility or Service</b>	<b>Monthly Dollar Allowances</b>					
	<b>0 BR</b>	<b>1 BR</b>	<b>2 BR</b>	<b>3 BR</b>	<b>4 BR</b>	<b>5 BR</b>
<b>Heating</b>	a. Natural Gas	33	41	49	57	69
	b. LPG/Propane	61	86	111	135	180
	c. Oil	55	77	99	121	154
	d. Electric	23	32	41	50	62
<b>Cooking</b>	a. Natural Gas	4	6	8	10	12
	b. LPG/Propane	14	19	25	30	39
	c. Electric	5	7	9	12	15
<b>Other Electric/Lighting</b>	47	52	57	61	69	74
<b>Air Conditioning</b>	6	8	10	12	16	18
<b>Water Heating</b>	a. Natural Gas	9	13	17	21	26
	b. LPG/Propane	29	41	53	65	82
	c. Oil	26	36	46	56	72
	d. Electric	13	18	24	29	37
<b>Water</b> for Towns of:	a. County	19	21	27	35	42
	b. Leesburg	27	34	48	68	89
	c. Purcellville/Middleburg/Hamilton	37	53	83	129	175
	d. Lovettsville/Round Hill	19	28	47	75	103
<b>Sewer</b> for Towns of:	a. County	24	29	39	55	70
	b. Leesburg	26	34	49	72	95
	c. Purcellville/Middleburg/Hamilton	46	65	105	164	224
	d. Lovettsville/Round Hill	29	43	72	115	158
<b>Trash Collection</b>	45	45	45	45	45	45
<b>Range/Microwave</b>	7	7	7	7	7	7
<b>Refrigerator</b>	7	7	7	7	7	7
<b>Other--Specify</b>						
				<b>\$254</b>	<b>\$311</b>	

<b>Actual Family Allowances</b> To be used by the family to compute allowance. Complete below for the actual unit rented.
Name of Family
Address of Unit
Number of Bedrooms

<b>Monthly Cost</b>	
<b>Utility or Service</b>	
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
<b>Total</b>	<b>\$</b>

# **Tab S:**

Supportive House Mandatory  
Certification and Documentation

N/A

# **Tab T:**

Funding Documentation

N/A

# **Tab U:**

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



## Virginia Housing Free Housing Education Acknowledgement

I \_\_\_\_\_, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here [www.virginiahousing.com/renters](http://www.virginiahousing.com/renters).

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: \_\_\_\_\_ Resident

Signature: \_\_\_\_\_ Date:

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

N/A

# **Tab W:**

Internet Safety Plan and Resident Information Form



# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others.

Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



# Malware



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

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

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

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



# Spyware

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

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

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

# Adware

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

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

# Social Media

Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.



Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/12/technology/personaltech>



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger(can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)  
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

**Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.**

**Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.**



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

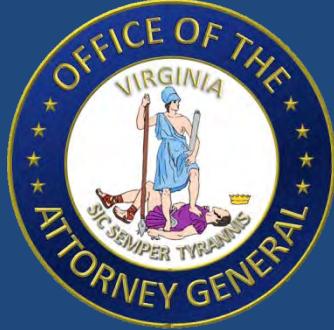
If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. **Don't Do It!**

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



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# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

# ***Stone Ridge Towns***

## ***Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act***

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the "Marketing Plan") has been designed to convey to current and potential residents with disabilities that Stone Ridge Towns will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Stone Ridge Towns. Fitch Irick Property Management, the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, Fitch Irick Property Management will be responsible for the development and management of community and resident services program.

### **I. Affirmative Marketing**

Fitch Irick Property Management is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. Fitch Irick Property Management, its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of Fitch Irick Property Management.

### **II. Marketing and Outreach**

**Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:**

#### **1. Networking**

**Fitch Irick Management will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:**

- **Area Center for Independent Living (703-957-1800)**
- **Virginia Board for People with Disabilities (804-786-0016)**
- **Virginia Department for Aging and Rehabilitative Services (703-722-4775)**

#### **Centers for Independent Living**

**Disability Resource Center (540-373-2559)  
Access Independence, Inc. (540-662-4452)  
Horizon Behavior Health (434-348-0030)**

## **Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth**

- Unless prohibited by and applicable federal subsidy program.
- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

### **2. Internet Search**

Stone Ridge Towns Apartments will also be listed on the following websites:

[www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)  
[www.hud.gov](http://www.hud.gov)  
[www.craigslist.org](http://www.craigslist.org)  
[accessva.org](http://accessva.org)  
[dbhds.virginia.gov](http://dbhds.virginia.gov)

### **3. Print Media**

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments for Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

### **4. Resident Referrals**

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. **Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

### **5. Marketing Materials**

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two-color brochure may be produced at low

cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.

- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the

Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

### **III. Public and Community Relations**

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. Fitch Irick Property Management encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

### **IV. Tenant Selection and Orientation**

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks, and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

### **Tenant Selection Criteria**

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

*Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance*

### **Application Processing**

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit *and* no negative rental history *and* no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
  - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
  - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.

- The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which YOUR Apartments is located. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible for units available on the property.
- Applicants must receive satisfactory referrals from all previous Landlords.
- Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
- Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
- Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
- Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
- Applicants must complete the Application for Lease and all verification forms truthfully.
- Applicants must provide all information required by current Federal regulations and policies.
- Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
- Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
- Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
- Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.
- Held Vacant for 60 Days

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

**NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.**

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

# **Tab Z:**

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

N/A

# **Tab AA:**

Priority Letter from Rural Development

N/A

# **TAB AB:**

**Social Disadvantage Certification or Veteran  
Owned Small Business Certification**

N/A