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# 2023 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

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

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2023 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 2016. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

**An electronic copy of your completed application is a mandatory submission item.**

### Applications For 9% Competitive Credits

Applicants should submit an electronic copy of the application package prior to the application deadline, which is **12:00 PM** Richmond Virginia time on **March 16, 2023**. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

### **Please Note:**

**Applicants should submit all application materials in electronic format only.**

**There should be distinct files which should include the following:**

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

- ▶ **VERY IMPORTANT! : Do not** use the copy/cut/paste functions within this document. Pasting fields will corrupt the application and may result in penalties. You may use links to other cells or other documents but do not paste data from one document or field to another.
- ▶ Some fields provide a dropdown of options to select from, indicated by a down arrow that appears when the cell is selected. Click on the arrow to select a value within the dropdown for these fields.
- ▶ The spreadsheet contains multiple error checks to assist in identifying potential mistakes in the application. These may appear as data is entered but are dependent on values entered later in the application. Do not be concerned with these messages until all data within the 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
JD Bondurant	<a href="mailto:jd.bondurant@virginiahousing.com">jd.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Pamela Freeth	<a href="mailto:pamela.swartzenberg-freeth@virginiahousing.com">pamela.swartzenberg-freeth@virginiahousing.com</a>	(804) 343-5563
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861

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

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

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | \$1,000 Application Fee <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Microsoft Excel Based Application <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Scanned Copy of the <u>Signed</u> Tax Credit Application with Attachments (excluding market study, 8609s and plans & specifications) <b>(MANDATORY)</b>                                  |
| <input checked="" type="checkbox"/> | Electronic Copy of the Market Study <b>(MANDATORY - Application will be disqualified if study is not submitted with application)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Plans and Unit by Unit writeup <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Specifications <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Electronic Copy of the Existing Condition questionnaire <b>(MANDATORY if Rehab)</b>  |
| <input type="checkbox"/>            | Electronic Copy of the Physical Needs Assessment <b>(MANDATORY at reservation for a 4% rehab request)</b>  |
| <input type="checkbox"/>            | Electronic Copy of Appraisal <b>(MANDATORY if acquisition credits requested)</b>   |
| <input type="checkbox"/>            | Electronic Copy of Environmental Site Assessment (Phase I) <b>(MANDATORY if 4% credits requested)</b>  |
| <input checked="" type="checkbox"/> | Tab A: Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b>                            |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab B: Virginia State Corporation Commission Certification <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab C: Principal's Previous Participation Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab D: List of LIHTC Developments (Schedule A) <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab E: Site Control Documentation & Most Recent Real Estate Tax Assessment <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab F: RESNET Rater Certification <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab G: Zoning Certification Letter <b>(MANDATORY)</b>  |
| <input checked="" type="checkbox"/> | Tab H: Attorney's Opinion <b>(MANDATORY)</b>   |
| <input checked="" type="checkbox"/> | Tab I: Nonprofit Questionnaire <b>(MANDATORY for points or pool)</b>   |
|                                     | The following documents need not be submitted unless requested by Virginia Housing:  |
|                                     | -Nonprofit Articles of Incorporation      -IRS Documentation of Nonprofit Status   |
|                                     | -Joint Venture Agreement (if applicable)      -For-profit Consulting Agreement (if applicable)   |
| <input type="checkbox"/>            | Tab J: Relocation Plan and Unit Delivery Schedule <b>(MANDATORY)</b>   |
|                                     | Tab K: Documentation of Development Location:  |
| <input checked="" type="checkbox"/> | K.1 Revitalization Area Certification  |
| <input checked="" type="checkbox"/> | K.2 Location Map   |
| <input checked="" type="checkbox"/> | K.3 Surveyor's Certification of Proximity To Public Transportation   |
| <input checked="" type="checkbox"/> | Tab L: PHA / Section 8 Notification Letter   |
| <input checked="" type="checkbox"/> | Tab M: Locality CEO Response Letter  |
| <input type="checkbox"/>            | Tab N: Homeownership Plan  |
| <input checked="" type="checkbox"/> | Tab O: Plan of Development Certification Letter  |
| <input checked="" type="checkbox"/> | Tab P: Development Experience and Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement <b>(MANDATORY)</b> |
| <input type="checkbox"/>            |  |
| <input checked="" type="checkbox"/> | Tab Q: Documentation of Rental Assistance, Tax Abatement and/or existing RD or HUD Property  |
| <input checked="" type="checkbox"/> | Tab R: Documentation of Operating Budget and Utility Allowances  |
| <input checked="" type="checkbox"/> | Tab S: Supportive Housing Certification and/or Resident Well-being   |
| <input checked="" type="checkbox"/> | Tab T: Funding Documentation   |
| <input checked="" type="checkbox"/> | Tab U: Acknowledgement by Tenant of the availability of Renter Education provided by Virginia Housing  |
| <input checked="" type="checkbox"/> | Tab V: Nonprofit or LHA Purchase Option or Right of First Refusal  |
| <input checked="" type="checkbox"/> | Tab W: Internet Safety Plan and Resident Information Form (if internet amenities selected)   |
| <input checked="" type="checkbox"/> | Tab X: Marketing Plan for units meeting accessibility requirements of HUD section 504  |
| <input type="checkbox"/>            | Tab Y: Inducement Resolution for Tax Exempt Bonds  |
| <input checked="" type="checkbox"/> | Tab Z: Documentation of team member's Diversity, Equity and Inclusion Designation  |
| <input type="checkbox"/>            | Tab AA: Priority Letter from Rural Development   |
| <input type="checkbox"/>            | Tab AB: Social Disadvantage Certification  |

VHDA TRACKING NUMBER

2023-C-16

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/16/2023

1. Development Name: Tranquility at the Lakes II

2. Address (line 1): 5837 Burton Station Road  
 Address (line 2): 5841 Burton Station Road, 1020 Finney Circle,  
 City: Virginia Beach State: VA Zip: 23455

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

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

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

6. Development is located in the census tract of: 402.00

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

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

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

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

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

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

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

Enter only Numeric Values below:

13. Congressional District: 2  
 Planning District: 23  
 State Senate District: 7  
 State House District: 83

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

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

New Construction of a 38 unit senior housing development available to households at 40%, 50%, and 60% of the area median income.

VHDA TRACKING NUMBER

2023-C-16

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/16/2023

16. Local Needs and Support

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

Chief Executive Officer's Name: Patrick A. Duhaney  
 Chief Executive Officer's Title: City Manager Phone: 757-385-4242  
 Street Address: 2401 Courthouse Drive  
 City: Virginia Beach State: VA Zip: 23456

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Karen Prochilo, Housing Development Administrator, City of Virginia Beach

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

Non Profit Pool

or

b. If requesting Tax Exempt Bonds, select development type:

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

**ACTION:** Provide Inducement Resolution at **TAB Y** (if available)

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

Carryforward Allocation

Definitions of types:

a. **Regular Allocation** means all of the buildings in the development are expected to be placed in service this calendar year, 2023.

b. **Carryforward Allocation** means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2023, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2023 credits pursuant to Section 42(h)(1)(E).

**3. Select Building Allocation type:**

New Construction

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

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

If True, additional Credit Request cannot exceed 10% of the prior credit award.

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

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

If true, provide name of companion development: [Redacted]

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

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

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

**6. Extended Use Restriction**

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

**Must Select One:** 30

**Definition of selection:**

Development will be subject to the standard extended use agreement of 15 extended use period (after the mandatory 15-year compliance period.)

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

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: SUL Tranquility Lakes II, LLC

Developer Name: Virginia Beach Community Development Corporation & Seniors Unlimited Lifestyles Inc.

Contact: M/M  Ms.  First: Jessica MI:  Last: Guglielmo

Address: 2400 Potters Road Suite #200

City: Virginia Beach St.  VA  Zip: 23454

Phone: (757) 500-2745 Ext.  Fax: (757) 463-1382

Email address: jguglielmo@vbcdc.org

Federal I.D. No. 920293150 (If not available, obtain prior to Carryover Allocation.)

Select type of entity:  Limited Liability Company Formation State:  VA

Additional Contact: Please Provide Name, Email and Phone number.  
Angela Whitehead, angelaskb4@gmail.com, 757-737-3713

- ACTION:** a. Provide Owner's organizational documents (e.g. Partnership agreements and Developer Fee agreement) **(Mandatory TAB A)**  
 b. Provide Certification from Virginia State Corporation Commission **(Mandatory TAB B)**

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

<u>Names **</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>	
<u>SUL Tranquility Lakes II Manager, LLC</u>	<u>757-500-2745</u>	<u>Managing Member</u>	<u>0.010%</u>	
<u>Virginia Beach Community Development Corporation</u>	<u>757-500-2745</u>	<u>Member of Managing</u>	<u>0.000%</u>	<i>needs</i>
<u>Jessica Guglielmo, President and CEO</u>	<u></u>	<u>President and CEO of</u>	<u>0.000%</u>	<i>needs</i>
<u>Seniors Unlimited Lifestyles, Inc.</u>	<u>757-737-3713</u>	<u>Member of Managing</u>	<u>0.000%</u>	<i>needs</i>
<u>Angela Whitehead, CEO</u>	<u></u>	<u>CEO of SULI</u>	<u>0.000%</u>	<i>needs</i>
<u>Virginia Beach Community Development Corporation</u>	<u>757-500-2745</u>	<u>Investor Member</u>	<u>65.000%</u>	
<u>Jessica Guglielmo, President and CEO</u>	<u></u>	<u></u>	<u>0.000%</u>	<i>needs</i>
<u>Seniors Unlimited Lifestyles, Inc.</u>	<u>757-737-3713</u>	<u>Investor Member</u>	<u>34.990%</u>	
<u>Angela Whitehead, CEO</u>	<u></u>	<u></u>	<u>0.000%</u>	<i>needs</i>
<u></u>	<u></u>	<u></u>	<u>0.000%</u>	
<u></u>	<u></u>	<u></u>	<u>0.000%</u>	
<u></u>	<u></u>	<u></u>	<u>0.000%</u>	

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

**C. OWNERSHIP INFORMATION**

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

**ACTION:**

- a. Provide Principals' Previous Participation Certification (**Mandatory TAB C**)
- b. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (**Mandatory at TABS A/D**)

b. Indicate if at least one principal listed above with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disadvantaged individual as defined in the manual. **FALSE**

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

**3. Developer Experience:**

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

**TRUE** a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.

**Action:** Provide one 8609 from qualifying development. (**Tab P**)

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

**Action:** Provide one 8609 from each qualifying development. (**Tab P**)

**FALSE** c. Applicant is competing in the Local Housing Authority pool and partnering with an experienced sponsor (as defined in the manual), other than a local housing authority.

**Action:** Provide documentation as stated in the manual. (**Tab P**)

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: Purchase Contract

Expiration Date: 12/31/2023

In the Option or Purchase contract - Any contract for the acquisition of a site with an existing residential property may not require an empty building as a condition of such contract, unless relocation assistance is provided to displaced households, if any, at such level required by Virginia Housing. See QAP for further details.

ACTION: Provide documentation and most recent real estate tax assessment - Mandatory TAB E

FALSE ..... There is more than one site for development and more than one form of site control.

(If True, provide documentation for each site specifying number of existing buildings on the site (if any), type of control of each site, and applicable expiration date of stated site control. A site control document is required for each site (Tab E).)

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

a. FALSE ..... Owner already controls site by either deed or long-term lease.

b. TRUE ..... Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/31/2023 .

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: City of Virginia Beach

Address: 2424 Courthouse Drive

City: Virginia Beach St.: VA Zip: 23456

Contact Person: Karen Prochilo Phone: (757) 385-5803

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

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

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

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

**E. DEVELOPMENT TEAM INFORMATION**

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Lauren Nowlin	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600, Richmond, VA 23219		
Email:	lnowlin@williamsmullen.com	Phone:	(804) 420-6585
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Role:	
		Phone:	
4. Management Entity:	Virginia Beach Community Development Corp	This is a Related Entity.	TRUE
Firm Name:		DEI Designation?	FALSE
Address:	2400 Potters Road Virginia Beach, VA 23454		
Email:	jguglielmo@vbcdc.org	Phone:	(757) 500-2745
5. Contractor:	Jimmy Holland	This is a Related Entity.	FALSE
Firm Name:	Peacock Holland Corporation, LLC.	DEI Designation?	FALSE
Address:	301 South Main Street, Suite 105, Blacksburg, VA 24060		
Email:	jimmy@peacockhollandconstruction.com	Phone:	(540) 613-2160
6. Architect:	Colin Arnold	This is a Related Entity.	FALSE
Firm Name:	Arnold Design Studio	DEI Designation?	FALSE
Address:	930 Cambria Street, NE, Christiansburg, VA 24073		
Email:	carnold@arnolddesignstudio.com	Phone:	(540) 239-6271
7. Real Estate Attorney:	Lauren Nowlin	This is a Related Entity.	FALSE
Firm Name:	Williams Mullen	DEI Designation?	FALSE
Address:	200 South 10th Street, Suite 1600, Richmond, VA 23219		
Email:	lnowlin@williamsmullen.com	Phone:	(804) 420-6585
8. Mortgage Banker:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:		Phone:	
9. Other:	Franklin Bowser	This is a Related Entity.	FALSE
Firm Name:	Mark Turner Construction	DEI Designation?	TRUE
Address:	10474 Cobbs Road Glenn Allen, VA 23509		
Email:	fbowser@markturnerconstruction.com	Role:	Owners Representati/Contr
		Phone:	(804) 998-0968

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

- a. Credits are being requested for existing buildings being acquired for development..... **FALSE**  
**Action:** If true, provide an electronic copy of the Existing Condition Questionnaire and Appraisal
- b. This development has received a previous allocation of credits..... **FALSE**  
 If so, when was the most recent year that this development received credits? ..... **0**
- c. The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?..... **FALSE**
- d. This development is an existing RD or HUD S8/236 development..... **FALSE**  
**Action:** (If True, provide required form in **TAB Q**)

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

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

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

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

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

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

**b. Minimum Expenditure Requirements**

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

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

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

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Applicant

Name: Virginia Beach Community Development Corporation

Contact Person: Jessica Guglielmo

Street Address: 2400 Potters Road

City: Virginia Beach State: VA Zip: 23454

Phone: (757) 500-2745 Contact Email: jguglielmo@vbcdc.org

**G. NONPROFIT INVOLVEMENT**

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 65.0%

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

A. TRUE

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

**Action:** Provide Option or Right of First Refusal in Recordable Form meeting Virginia Housing's specifications. **(TAB V)**  
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

**Name of qualified nonprofit:** Seniors Unlimited Lifestyles, Inc.

**or indicate true if Local Housing Authority.....** FALSE

**Name of Local Housing Authority** \_\_\_\_\_

B. FALSE

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

**Action:** Provide Homeownership Plan **(TAB N)**

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	<u>38</u>	bedrooms	<u>44</u>
Total number of <b>rental</b> units in development	<u>38</u>	bedrooms	<u>44</u>
Number of low-income rental units	<u>38</u>	bedrooms	<u>44</u>
Percentage of rental units designated low-income	<u>100.00%</u>		
b. Number of new units:.....	<u>38</u>	bedrooms	<u>44</u>
Number of adaptive reuse units: .....	<u>0</u>	bedrooms	<u>0</u>
Number of rehab units:.....	<u>0</u>	bedrooms	<u>0</u>
c. If any, indicate number of planned exempt units (included in total of all units in development).....	<u>0</u>		
d. Total Floor Area For The Entire Development.....	<u>36,216.44</u> (Sq. ft.)		
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....	<u>3,002.17</u> (Sq. ft.)		
f. Nonresidential Commercial Floor Area (Not eligible for funding).....	<u>0.00</u>		
g. Total Usable Residential Heated Area.....	<u>33,214.27</u> (Sq. ft.)		
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....	<u>100.00%</u>		
i. Exact area of site in acres .....	<u>1.740</u>		
j. Locality has approved a final site plan or plan of development.....	<u>TRUE</u>		
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....	<u>FALSE</u>		

**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):

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	824.53	SF	32	32
2BR Elderly	1138.21	SF	6	6
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			38	38

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

**3. Structures**

- a. Number of Buildings (containing rental units)..... 1
- 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: N/A
- f. Development consists primarily of : **(Only One Option Below Can Be True)**
  - i. Low Rise Building(s) - (1-5 stories with any structural elements made of wood)..... TRUE
  - ii. Mid Rise Building(s) - (5-7 stories with no structural elements made of wood)..... FALSE
  - iii. High Rise Building(s) - (8 or more stories with no structural elements made of wood)..... FALSE

**H. STRUCTURE AND UNITS INFORMATION**

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

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

h. Development contains an elevator(s). TRUE

If true, # of Elevators. 1

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

i. Roof Type	▶	<u>Hip Roof</u>
j. Construction Type	▶	<u>Masonry</u>
k. Primary Exterior Finish	▶	<u>Combination</u>

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

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

i. Describe Community Facilities: Community Room and Lounge

m. Number of Proposed Parking Spaces 43

Parking is shared with another entity FALSE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop. TRUE

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

**H. STRUCTURE AND UNITS INFORMATION**

**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.

**6. Market Study Data: (MANDATORY)**

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

Project Wide Capture Rate - LIHTC Units	2.60%
Project Wide Capture Rate - Market Units	0.00%
Project Wide Capture Rate - All Units	1.70%
Project Wide Absorption Period (Months)	3

**J. ENHANCEMENTS**

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

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

Certification and HERS Index score must be verified by a third-party, independent, non-affiliated, certified RESNET home energy rater.

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

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

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

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

- |               |  |
|---------------|--|
| <b>TRUE</b>   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| <b>50.00%</b> | b1. Percentage of brick covering the exterior walls.   |
| <b>50.00%</b> | 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. |
| <b>TRUE</b>   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| <b>TRUE</b>   | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| <b>FALSE</b>  | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|               | f. <i>Not applicable for 2022 Cycles</i>   |
| <b>FALSE</b>  | g. Each unit is provided free individual high speed internet access.   |
| or            |  |
| <b>TRUE</b>   | h. Each unit is provided free individual WiFi access.  |
| <b>TRUE</b>   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
| or            |  |
| <b>FALSE</b>  | j. Full bath fans are equipped with a humidistat.  |
| <b>TRUE</b>   | k. Cooking surfaces are equipped with fire prevention features   |
| or            |  |
| <b>FALSE</b>  | l. Cooking surfaces are equipped with fire suppression features.   |
| <b>FALSE</b>  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
| or            |  |
| <b>TRUE</b>   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| <b>TRUE</b>   | o. All interior doors within units are solid core.   |
| <b>TRUE</b>   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| <b>TRUE</b>   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| <b>0%</b>     | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system (for the benefit of the tenants)  |

**J. ENHANCEMENTS**

- TRUE** s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

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

- |   |   |
|---|---|
| <b>TRUE</b> Earthcraft Gold or higher certification         | <b>FALSE</b> National Green Building Standard (NGBS) certification of Silver or higher. |
| <b>FALSE</b> U.S. Green Building Council LEED certification | <b>FALSE</b> Enterprise Green Communities (EGC) Certification                           |

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

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

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

- |   |                                      |
|---|--------------------------------------|
| <b>TRUE</b> Zero Energy Ready Home Requirements | <b>FALSE</b> Passive House Standards |
|---|--------------------------------------|

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

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

100% of Total Rental Units

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

If not, please explain: no market rate units

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

**I. UTILITIES**

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	8	10	0	0
Air Conditioning	0	5	7	0	0
Cooking	0	3	5	0	0
Lighting	0	27	32	0	0
Hot Water	0	8	10	0	0
Water	0	21	32	0	0
Sewer	0	27	45	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$99	\$141	\$0	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

**1. Accessibility:** Indicate True for the following point categories, as appropriate.  
**Action:** Provide appropriate documentation (Tab X)

**TRUE**

a. Any development in which (i) the greater of 5 units or 10% of units will be assisted by HUD project-based vouchers (as evidenced by the submission of a letter satisfactory to the Authority from an authorized public housing authority (PHA) that the development meets all prerequisites for such assistance), or another form of documented and binding federal project-based rent subsidies in order to ensure occupancy by extremely low-income persons. Locality project based rental subsidy meets the definition of state project based rental subsidy;

(ii) will conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act; and be actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

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

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

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

**FALSE**

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

**For items a or b, all common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.**


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

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

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

**TRUE** 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)

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

**K. SPECIAL HOUSING NEEDS**

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

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

**3. Leasing Preferences**

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

Organization which holds waiting list: **City of Virginia Beach**

Contact person: **Ruth Hill**

Title: **Director of Housing and Neighborhood Preservation**

Phone Number: **(757) 385-5752**

**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: **0**  
% of total Low Income Units **0%**

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

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

**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 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: **Jessica**

Last Name: **Guglielmo**

Phone Number: **(757) 500-2745**

Email: **jguglielmo@vbcdc.org**

**K. SPECIAL HOUSING NEEDS**

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**K. SPECIAL HOUSING NEEDS**

**5. Resident Well-Being**      **Action:** Provide appropriate documentation for any selection below (**Tab S**)

- TRUE      a. Development has entered into a memorandum of understanding (approved by DBHDS) with a resident service provider for the provision of resident services (as defined in the manual).
- FALSE      b. Development will provide licensed childcare on-site with a preference and discount to residents or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.
- FALSE      c. Development will provide tenants with free on-call, telephonic or virtual healthcare services with a licensed provider.

**6. Rental Assistance**

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

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

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

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

FALSE

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

0

d. Number of units receiving assistance:

20

How many years in rental assistance contract?

15.00

Expiration date of contract:

12/31/2038

There is an Option to Renew.....

TRUE

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

e. How many of the units in this development are already considered Public Housing?

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
19	50.00%	50% Area Median
19	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
38	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
4	10.53%	40% Area Median
15	39.47%	50% Area Median
19	50.00%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
38	100.00%	Total

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

**2. Unit Detail FOR YOUR CONVENIENCE, COPY AND PASTE IS ALLOWED WITHIN UNIT MIX GRID**

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	40% AMI	3	3	510.47	\$1,250.00	\$3,750
Mix 2	1 BR - 1 Bath	40% AMI	1	1	639.01	\$1,250.00	\$1,250
Mix 3	1 BR - 1 Bath	50% AMI	13		510.47	\$1,250.00	\$16,250
Mix 4	1 BR - 1 Bath	60% AMI	12		510.47	\$859.00	\$10,308
Mix 5	1 BR - 1 Bath	60% AMI	3		639.01	\$859.00	\$2,577
Mix 6	2 BR - 1.5 Bath	50% AMI	2	1	831.13	\$1,461.00	\$2,922
Mix 7	2 BR - 1.5 Bath	60% AMI	1		831.13	\$1,461.00	\$1,461
Mix 8	2 BR - 1.5 Bath	60% AMI	3		831.13	\$1,007.00	\$3,021
Mix 9							\$0
Mix 10							\$0
Mix 11							\$0
Mix 12							\$0



**L. UNIT DETAILS**

Mix 70									\$0
Mix 71									\$0
Mix 72									\$0
Mix 73									\$0
Mix 74									\$0
Mix 75									\$0
Mix 76									\$0
Mix 77									\$0
Mix 78									\$0
Mix 79									\$0
Mix 80									\$0
Mix 81									\$0
Mix 82									\$0
Mix 83									\$0
Mix 84									\$0
Mix 85									\$0
Mix 86									\$0
Mix 87									\$0
Mix 88									\$0
Mix 89									\$0
Mix 90									\$0
Mix 91									\$0
Mix 92									\$0
Mix 93									\$0
Mix 94									\$0
Mix 95									\$0
Mix 96									\$0
Mix 97									\$0
Mix 98									\$0
Mix 99									\$0
Mix 100									\$0
<b>TOTALS</b>			<b>38</b>	<b>5</b>					<b>\$41,539</b>

<b>Total Units</b>	<b>38</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>21,835.98</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>21,835.98</b>

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

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$100
2. Office Salaries			\$0
3. Office Supplies			\$1,200
4. Office/Model Apartment	(type _____ )		\$0
5. Management Fee			\$40,000
	8.58% of EGI	\$1,052.63	Per Unit
6. Manager Salaries			\$25,000
7. Staff Unit (s)	(type _____ )		\$0
8. Legal			\$5,000
9. Auditing			\$3,750
10. Bookkeeping/Accounting Fees			\$500
11. Telephone & Answering Service			\$12,671
12. Tax Credit Monitoring Fee			\$1,520
13. Miscellaneous Administrative			\$17,900
<b>Total Administrative</b>			<b>\$107,641</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$10,100
16. Water			\$12,500
17. Gas			\$0
18. Sewer			\$12,500
<b>Total Utility</b>			<b>\$35,100</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$11,400
22. Exterminating			\$3,700
23. Trash Removal			\$3,400
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$4,200
28. Maintenance/Repairs Payroll			\$30,000
29. Repairs/Material			\$3,000
30. Repairs Contract			\$22,800
31. Elevator Maintenance/Contract			\$5,000
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$500
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$23,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$107,000</b>

**M. OPERATING EXPENSES**

<b>Taxes &amp; Insurance</b>	
38. Real Estate Taxes	\$21,250
39. Payroll Taxes	\$3,735
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$10,300
42. Fidelity Bond	\$0
43. Workman's Compensation	\$1,000
44. Health Insurance & Employee Benefits	\$9,600
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$45,885</b>
<b>Total Operating Expense</b>	<b>\$295,626</b>
<b>Total Operating Expenses Per Unit</b>	<b>\$7,780</b>
<b>C. Total Operating Expenses as % of EGI</b>	<b>63.41%</b>
<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$9,500</b>
<b>Total Expenses</b>	<b>\$305,126</b>

**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	3/19/2020	Angela Whitehead
b. Site Acquisition	7/1/2023	Angela Whitehead
c. Zoning Approval	8/26/2020	Angela Whitehead
d. Site Plan Approval	3/15/2021	Jessica Guglielmo
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	5/1/2023	Jessica Guglielmo
ii. Conditional Commitment	7/1/2023	Jessica Guglielmo
iii. Firm Commitment	9/1/2023	Jessica Guglielmo
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	5/1/2023	Jessica Guglielmo
ii. Conditional Commitment	7/1/2023	Jessica Guglielmo
iii. Firm Commitment	8/1/2023	Jessica Guglielmo
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	11/1/2023	Jessica Guglielmo
ii. Conditional Commitment		
iii. Firm Commitment	3/1/2024	Jessica Guglielmo
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	Local Home	Jessica Guglielmo
ii. Application		
iii. Award/Commitment	1/26/21 & 3/14/23	Angela Whitehead
<b>2. Formation of Owner</b>	1/26/2021	Jessica Guglielmo
<b>3. IRS Approval of Nonprofit Status</b>	11/30/2010	Jessica Guglielmo
<b>4. Closing and Transfer of Property to Owner</b>	12/31/2023	Jessica Guglielmo
<b>5. Plans and Specifications, Working Drawings</b>	11/1/2021	Colin Arnold
<b>6. Building Permit Issued by Local Government</b>	7/1/2023	Jessica Guglielmo
<b>7. Start Construction</b>	8/1/2023	Jessica Guglielmo
<b>8. Begin Lease-up</b>	12/31/2024	Jessica Guglielmo
<b>9. Complete Construction</b>	12/31/2024	Jessica Guglielmo
<b>10. Complete Lease-Up</b>	2/1/2025	Jessica Guglielmo
<b>11. Credit Placed in Service Date</b>	2/1/2025	Jessica Guglielmo

**O. PROJECT BUDGET - HARD COSTS**

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

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><u>Must Use Whole Numbers Only!</u></b>				
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	5,443,146	0	0	5,443,146
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	5,443,146	0	0	5,443,146
f. Earthwork	0	0	0	0
g. Site Utilities	100,000	0	0	100,000
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	0	0	0	0
j. Site Improvements	1,450,000	0	0	1,450,000
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	1,550,000	0	0	1,550,000
<b>Total Structure and Land</b>	6,993,146	0	0	6,993,146
r. General Requirements	413,589	0	0	413,589
s. Builder's Overhead	279,726	0	0	279,726
( 4.0% Contract)				
t. Builder's Profit	279,726	0	0	279,726
( 4.0% Contract)				
u. Bonds	86,164	0	0	86,164
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: _____	0	0	0	0
z. Other 2: _____	0	0	0	0
aa. Other 3: _____	0	0	0	0
<b>Contractor Costs</b>	<b>\$8,052,351</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,052,351</b>

**O. PROJECT BUDGET - OWNER COSTS**

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

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	16,500	0	0	16,500
b. Architecture/Engineering Design Fee \$4,605 /Unit)	175,000	0	0	175,000
c. Architecture Supervision Fee \$1,974 /Unit)	75,000	0	0	75,000
d. Tap Fees	120,000	0	0	120,000
e. Environmental	4,000	0	0	4,000
f. Soil Borings	8,000	0	0	8,000
g. Green Building (Earthcraft, LEED, etc.)	25,000	0	0	25,000
h. Appraisal	7,500	0	0	7,500
i. Market Study	13,750	0	0	9,250
j. Site Engineering / Survey	84,050	0	0	84,050
k. Construction/Development Mgt	114,000	0	0	114,000
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	65,000	0	0	65,000
n. Construction Interest ( 0.0% for 0 months)	160,000	0	0	139,000
o. Taxes During Construction	20,000	0	0	20,000
p. Insurance During Construction	42,000	0	0	42,000
q. Permanent Loan Fee ( 0.0% )	15,000	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	12,000	0	0	0
u. Accounting	0	0	0	0
v. Title and Recording	30,000	0	0	20,000
w. Legal Fees for Closing	95,000	0	0	35,000
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	39,885			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	0	0	0	0
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	215,186	0	0	0
ad. Contingency	402,617	0	0	402,617
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify: Lease Up Reserve	30,000	0	0	0
(2) Other* specify: Hard Costs Security System	125,000	0	0	125,000
(3) Other* specify: IT Network Equipment	25,000	0	0	25,000
(4) Other* specify:	0	0	0	0
(5) Other* specify:	0	0	0	0
(6) Other* specify:	0	0	0	0
(7) Other* specify:	0	0	0	0
(8) Other* specify:	0	0	0	0
(9) Other* specify:	0	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$1,919,488</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,511,917</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$9,971,839</b>	<b>\$0</b>	<b>\$0</b>	<b>\$9,564,268</b>
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	<b>900,000</b>	<b>0</b>	<b>0</b>	<b>900,000</b>
<b>4. Owner's Acquisition Costs</b> Land	<b>715,000</b>			
Existing Improvements	<b>0</b>	<b>0</b>		
Subtotal 4:	<b>\$715,000</b>	<b>\$0</b>		
<b>5. Total Development Costs</b> Subtotal 1+2+3+4:	<b>\$11,586,839</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,464,268</b>

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

**Maximum Developer Fee:**

**\$1,284,947**

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

\$300 **Meets Limits**  
\$328

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

\$286,101 **Meets Limits**  
\$315,423

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	11,586,839	0	0	10,464,268

**2. Reductions in Eligible Basis**

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

**3. Total Eligible Basis (1 - 2 above)**

0	0	10,464,268
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**4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)**

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	3,139,280
c. For Green Certification (Eligible Basis x 10%)		0

<b>Total Adjusted Eligible basis</b>	0	13,603,548
--------------------------------------	---	------------

**5. Applicable Fraction**

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

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

0	0	13,603,548
---	---	------------

**7. Applicable Percentage**

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

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

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

\$0	\$0	\$1,224,319
-----	-----	-------------

(Qualified Basis x Applicable Percentage)

(Must be same as BIN total and equal to or less than credit amount allowed)

\$1,224,319	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. TBD				
2.				
3.				
Total Construction Funding:			\$0	

**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.							
2. VH REACH Perm Loan	5/1/2023		\$2,646,208	\$121,323	2.95%	35	35
3. VA Beach HOME Funds	11/1/2020	3/1/2023	\$1,550,000		0.00%	30	30
4. DHCD AHSN Program	10/31/2022	3/10/2023	\$1,142,317	\$11,424	1.00%	1000	30
5. DHCD HIEE Grant	10/31/2022	3/10/2023	\$958,679		0.00%	30	30
6.							
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$6,297,204	\$132,747			

**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. Hampton Roads PDC	1/15/2022	3/9/2022	\$300,000	Shernita Bethea, Housing Programs Administrator
2.				
3.				
4.				
5.				
6.				
Total Permanent Grants:			\$300,000	

**Q. SOURCES OF FUNDS**

**4. Subsidized Funding**

	Source of Funds	Date of Commitment	Amount of Funds
1.	Virginia Beach HOME Funds	3/1/2023	\$1,550,000
2.	Hampton Roads PDC	3/9/2022	\$300,000
3.	DHCD-HOME, NHT,VHT	3/10/2023	\$1,142,317
4.	DHCD- HIEE	3/10/2023	\$958,679
5.			
Total Subsidized Funding			\$3,950,996

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

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

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

Below-Market Loans

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$1,792,317
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$200,000
j.	Virginia Housing Trust Fund	\$700,000
k.	Other:	\$958,679
	DHCD HIEE	
l.	Other:	\$0

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	\$300,000
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

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

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

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

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. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$206,793	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

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

**Equity Total** \$206,793

**2. Equity Gap Calculation**

a. Total Development Cost	\$11,586,839
b. Total of Permanent Funding, Grants and Equity	- <u>\$6,803,997</u>
c. Equity Gap	\$4,782,842
d. Developer Equity	- <u>(\$49,521)</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$4,832,363

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

a. Actual or Anticipated Name of Syndicator:	▶ Virginia Community Development Corporation (VCDC)		
Contact Person:	Steve Bleile	Phone:	804-482-6231
Street Address:	1840 West Broad Street Suite 200		
City:	Richmond	State:	VA
		Zip:	23220

b. Syndication Equity

i. Anticipated Annual Credits	\$555,500.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.870
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$50,000
v. Net credit amount anticipated by user of credits	\$555,444
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	<u>\$4,832,363</u>

c. Syndication:	Private
d. Investors:	Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$4,782,363

**5. Net Equity Factor**

Must be equal to or greater than 85% 86.0997530896%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$11,586,839</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$6,803,997</u>
3. Equals Equity Gap		<u>\$4,782,842</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>86.0997530896%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$5,555,001</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$555,500</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$1,224,319</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$555,500</u>
Credit per LI Units	<u>\$14,618.4211</u>	
Credit per LI Bedroom	<u>\$12,625.0000</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$555,500</b>

9. **Action:** Provide Attorney's Opinion (**Mandatory Tab H**)

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units	\$41,539
Plus Other Income Source (list): <u>Laundry</u>	<u>\$235</u>
Equals Total Monthly Income:	<u>\$41,774</u>
Twelve Months	x12
Equals Annual Gross Potential Income	<u>\$501,288</u>
Less Vacancy Allowance <u>7.0%</u>	<u>\$35,090</u>
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>	<u><u>\$466,198</u></u>

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

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

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

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

a. Annual EGI Low-Income Units	<u>\$466,198</u>
b. Annual EGI Market Units	<u>\$0</u>
c. Total Effective Gross Income	<u>\$466,198</u>
d. Total Expenses	<u>\$305,126</u>
e. Net Operating Income	<u>\$161,072</u>
f. Total Annual Debt Service	<u>\$132,747</u>
g. Cash Flow Available for Distribution	<u>\$28,325</u>

T. CASH FLOW

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

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	466,198	475,522	485,032	494,733	504,628
Less Oper. Expenses	305,126	314,280	323,708	333,419	343,422
Net Income	161,072	161,242	161,324	161,313	161,206
Less Debt Service	132,747	132,747	132,747	132,747	132,747
Cash Flow	28,325	28,495	28,577	28,566	28,459
Debt Coverage Ratio	1.21	1.21	1.22	1.22	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	514,720	525,014	535,515	546,225	557,150
Less Oper. Expenses	353,725	364,336	375,266	386,524	398,120
Net Income	160,995	160,678	160,248	159,701	159,029
Less Debt Service	132,747	132,747	132,747	132,747	132,747
Cash Flow	28,248	27,931	27,501	26,954	26,282
Debt Coverage Ratio	1.21	1.21	1.21	1.20	1.20

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	568,293	579,658	591,252	603,077	615,138
Less Oper. Expenses	410,064	422,366	435,037	448,088	461,530
Net Income	158,229	157,293	156,215	154,989	153,608
Less Debt Service	132,747	132,747	132,747	132,747	132,747
Cash Flow	25,482	24,546	23,468	22,242	20,861
Debt Coverage Ratio	1.19	1.18	1.18	1.17	1.16

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

U. Building-by-Building Information

Must Complete

Number of BINS: 1

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

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS				30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS	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.	38			5837 Burton Station Road		Virginia Beach	VA	23455				\$0				\$0	\$13,603,548	02/01/25	9.00%	\$1,224,319
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
4.												\$0				\$0				\$0
5.												\$0				\$0				\$0
6.												\$0				\$0				\$0
7.												\$0				\$0				\$0
8.												\$0				\$0				\$0
9.												\$0				\$0				\$0
10.												\$0				\$0				\$0
11.												\$0				\$0				\$0
12.												\$0				\$0				\$0
13.												\$0				\$0				\$0
14.												\$0				\$0				\$0
15.												\$0				\$0				\$0
16.												\$0				\$0				\$0
17.												\$0				\$0				\$0
18.												\$0				\$0				\$0
19.												\$0				\$0				\$0
20.												\$0				\$0				\$0
21.												\$0				\$0				\$0
22.												\$0				\$0				\$0
23.												\$0				\$0				\$0
24.												\$0				\$0				\$0
25.												\$0				\$0				\$0
26.												\$0				\$0				\$0
27.												\$0				\$0				\$0
28.												\$0				\$0				\$0
29.												\$0				\$0				\$0
30.												\$0				\$0				\$0
31.												\$0				\$0				\$0
32.												\$0				\$0				\$0
33.												\$0				\$0				\$0
34.												\$0				\$0				\$0
35.												\$0				\$0				\$0

38 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0      \$0      \$13,603,548      \$0      \$1,224,319

Number of BINS: 1

**V. STATEMENT OF OWNER**

The undersigned hereby acknowledges the following:

1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, arising out of, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation request and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection herewith.
3. that points will be assigned only for representations made herein for which satisfactory documentation is submitted herewith and that no revised representations may be made in connection with this application once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all sections herein relative to basis, credit calculations, and determination of the amount of the credit necessary to make the development financially feasible, is provided only for the convenience of Virginia Housing in reviewing reservation requests; that completion hereof in no way guarantees eligibility for the credits or ensures that the amount of credits applied for has been computed in accordance with IRC requirements; and that any notations herein describing IRC requirements are offered only as general guides and not as legal authority.
5. that the undersigned is responsible for ensuring that the proposed development will be comprised of qualified low-income buildings and that it will in all respects satisfy all applicable requirements of federal tax law and any other requirements imposed upon it by Virginia Housing prior to allocation, should one be issued.
6. that the undersigned commits to providing first preference to members of targeted populations having state rental assistance and will not impose any eligibility requirements or lease terms 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: SUL Tranquility Lakes II, LLC  
By: SUL Tranquility Lakes II Manager, LLC, its Managin  
By: Virginia Beach Community Development Corporat

By:   
 Its: President and CEO  
 (Title)

**V. STATEMENT OF ARCHITECT**

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

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

Legal Name of Architect:	<u>Colin M. Arnold</u>
Virginia License#:	<u>11337</u>
Architecture Firm or Company:	<u>Arnold Design Studio, LLC.</u>

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

Its: Principal \_\_\_\_\_  
(Title)

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



3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			89.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	N	0 or 15	0.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y10	0, 10 or 20	10.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
i. Developments with less than 100 low income units	Y	up to 20	20.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			209.00

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$93,500	\$71,300

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	0.00%	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)	10.53%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			60.00

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	N	0 or 15	0.00
c. Developer experience - life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per 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. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
k. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			5.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	182.10
b. Cost per unit		Up to 100	18.60
Total:			200.70

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	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	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			70.00

400 Point Threshold - all 9% Tax Credits

**TOTAL SCORE:** **647.07**

300 Point Threshold - Tax Exempt Bonds

**Enhancements:**

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	4.00
		<u>84.00</u>

All elderly units have:

t. Front-control ranges	1	1.00
u. Independent/suppl. heat source	1	1.00
v. Two eye viewers	1	1.00
w. Shelf or Ledge at entrance within interior hallway	2	2.00
		<u>5.00</u>

**Total amenities: 89.00**

X.

**Development Summary**

**Summary Information**

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

**Deal Name:** Tranquility at the Lakes II

**Cycle Type:** 9% Tax Credits  
**Allocation Type:** New Construction  
**Total Units:** 38  
**Total LI Units:** 38  
**Project Gross Sq Ft:** 36,216.44  
**Green Certified?** TRUE

**Requested Credit Amount:** \$555,500  
**Jurisdiction:** Virginia Beach City  
**Population Target:** Elderly

**Owner Contact:** Jessica Guglielmo

**Total Score**  
**647.07**

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$6,297,204	\$165,716	\$174	\$132,747
Grants	\$300,000	\$7,895		
Subsidized Funding	\$3,950,996	\$103,974		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$6,993,146	\$184,030	\$193	60.35%
General Req/Overhead/Profit	\$973,041	\$25,606	\$27	8.40%
Other Contract Costs	\$86,164	\$2,267	\$2	0.74%
Owner Costs	\$1,919,488	\$50,513	\$53	16.57%
Acquisition	\$715,000	\$18,816	\$20	6.17%
Developer Fee	\$900,000	\$23,684	\$25	7.77%
<b>Total Uses</b>	<b>\$11,586,839</b>	<b>\$304,917</b>		

Total Development Costs	
Total Improvements	\$9,971,839
Land Acquisition	\$715,000
Developer Fee	\$900,000
<b>Total Development Costs</b>	<b>\$11,586,839</b>

**Proposed Cost Limit/Sq Ft:** \$300  
**Applicable Cost Limit/Sq Ft:** \$328  
**Proposed Cost Limit/Unit:** \$286,101  
**Applicable Cost Limit/Unit:** \$315,423

Income	
Gross Potential Income - LI Units	\$501,288
Gross Potential Income - Mkt Units	\$0
Subtotal	\$501,288
Less Vacancy %	7.00%
	\$35,090
<b>Effective Gross Income</b>	<b>\$466,198</b>

**Rental Assistance?** TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	32
# of 2BR	6
# of 3BR	0
# of 4+ BR	0
<b>Total Units</b>	<b>38</b>

Expenses		
Category	Total	Per Unit
Administrative	\$107,641	\$2,833
Utilities	\$35,100	\$924
Operating & Maintenance	\$107,000	\$2,816
Taxes & Insurance	\$45,885	\$1,208
<b>Total Operating Expenses</b>	<b>\$295,626</b>	<b>\$7,780</b>
Replacement Reserves	\$9,500	\$250
<b>Total Expenses</b>	<b>\$305,126</b>	<b>\$8,030</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	4
50% AMI	19	15
60% AMI	19	19
>60% AMI	0	0
Market	0	0

Cash Flow	
EGI	\$466,198
Total Expenses	\$305,126
<b>Net Income</b>	<b>\$161,072</b>
Debt Service	\$132,747
<b>Debt Coverage Ratio (YR1):</b>	<b>1.21</b>

**Income Averaging?** FALSE

**Extended Use Restriction?** 30

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

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

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

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

Combined Max	\$1,224,319
Credit Requested	\$555,500
% of Savings	54.63%
Sliding Scale Points	182.1

**Cost Points:**

If the Applicable Cost by Square foot is \$238 and the deal's Proposed Cost by Square Foot was \$119, you are saving 50% of the applicable cost. This deal would receive all 100 cost points.

For another example, the Applicable Cost by SqFt is \$238 and the deal's Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points 100. In this example,  $(35.7\%/50\%) \times 100$  or 71.40 points.

Total Costs Less Acquisition	\$10,871,839	
Total Square Feet	36,216.44	
Proposed Cost per SqFt	\$300.19	
Applicable Cost Limit per Sq Ft	\$328.00	
% of Savings	8.48%	
Total Units	38	
Proposed Cost per Unit	\$286,101	
Applicable Cost Limit per Unit	\$315,423	
% of Savings	9.30%	
Max % of Savings	9.30% Sliding Scale Points	18.60

# Tab A:

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

**OPERATING AGREEMENT  
OF  
SUL TRANQUILITY LAKES II, LLC**

This Operating Agreement ("Agreement") of **SUL TRANQUILITY LAKES II, LLC**, a Virginia limited liability company (the "Company"), is made and entered into as of March 3, 2021, by and among **SUL Tranquility Lakes II Manager, LLC**, a Virginia limited liability company, as the Managing Member (the "Managing Member"), and **Virginia Beach Community Development Corporation**, a Virginia nonstock corporation ("VBCDC"), and **Seniors Unlimited Lifestyles, Inc.**, a Virginia nonstock corporation ("SULI"), as the Investor Members (collectively, the Managing Member, VBCDC and SULI are the "Initial Members").

**Article I.  
Operating Agreement and Purpose**

A. *Formation.* The Members acknowledge and affirm the formation of this limited liability company on January 26, 2021 and execute and adopt this Agreement pursuant to the Virginia Limited Liability Company Act, Section 13.1-1000 et seq., as amended and in force from time to time (the "Act").

B. *Name.* The name of the limited liability company is **SUL Tranquility Lakes II, LLC** (the "Company").

C. *Purpose.* The primary purpose of the Company is to acquire, finance, develop, own, maintain, improve, operate, lease and, if appropriate or desirable, sell or otherwise dispose of certain interests in real and personal property. The Company may engage in any and all other lawful activities as may be necessary, incidental or convenient to carrying out the business of the Company as contemplated by this Agreement. The Company may also pursue any other lawful activity that is approved by the Members.

D. *Office.* The principal office of the Company shall be located at 2400 Potters Road, Virginia Beach, Virginia 23454-4377, or at such other place as the Manager may from time to time designate. The Company may have other offices at any place of places as may be determined by the Manager.

E. *Term.* The term of the Company commenced on the date of Certification of the Articles of Organization by the Virginia State Corporation Commission, and shall continue for so long as is provided for in the Articles of Organization, unless sooner dissolved and terminated as provided in this Agreement.

F. *Tax Matters Manager.*

1. Designation and Authority of the Tax Matters Manager.

a. Generally. The Manager is designated as the Company's "Tax Matters Manager" (as such term is used herein). The Company and the Members acknowledge and agree that Jessica Guglielmo is authorized by the Tax Matters Manager to act on its behalf with respect to its authority as the Tax Matters Manger of the Company pursuant to this Agreement; provided that the Tax Matters Manager may revoke such authorization at any time and/or authorize other representatives to act on its behalf in its capacity as Tax Matters Manager. The Tax Matters Manager is authorized to represent the Company in connection with all examinations of the Company's affairs by tax authorities or any administrative or judicial tax proceedings with respect to the Company, and to expend Company funds for professional services and costs associated therewith, and the Company will reimburse the Tax Matters

Manager for any such costs or other costs associated with carrying out its role as Tax Matters Manager that it incurs directly. The Tax Matters Manager will have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any tax authority with respect to the Company and whether the Company will make any elections with respect to any tax assessment or proceeding. The Tax Matters Manager shall keep the Members reasonably informed of any material tax proceedings and any material action to be taken by the Company or the Tax Matters Manager on behalf of the Company with respect to any tax proceeding for the Company.

b. New Partnership Audit Procedures. For each taxable year of the Company beginning after December 31, 2017, the Company shall designate, pursuant to Treasury Regulations Section 301.6223-1 (and any successor Treasury Regulations and other applicable guidance) on its United States federal income tax return for each such taxable year of the Company, the Tax Matters Manager as the “partnership representative” for the Company and Jessica Guglielmo or such other individual selected by the Tax Matters Manager as the “designated individual” for the Tax Matters Manager and the Company for purposes of the laws and procedures set forth in Subchapter C of Chapter 63 of Subtitle F of the Internal Revenue Code of 1986, as amended (the “Code”), as modified by Section 1101 of the Bipartisan Budget Act of 2015, Pub. L. No. 114-74, and including any successor statutes thereto or Treasury Regulations promulgated or official guidance issued thereunder (the “New Partnership Audit Procedures”) and shall make such corresponding designations under any corresponding provisions of applicable foreign, state, or local tax law. The Tax Matters Manager, in its capacity as the “partnership representative,” shall (i) determine all matters with respect to any examination of the Company by any taxing authority (including, without limitation, the allocation of any resulting taxes, penalties and interest among the Members and whether to make an election under Section 6226 of the Code (and any similar provision under applicable foreign, state, or local tax law) with respect to any audit or other examination of the Company) and, (ii) notwithstanding anything herein to the contrary, make such elections as it deems appropriate pursuant to the provisions of the New Partnership Audit Procedures.

## 2. Obligations of Members.

a. Generally. Each Member and former Member agrees to cooperate, and to cause its direct and indirect owners to cooperate with the Tax Matters Manager and to do or refrain from doing any or all things reasonably requested by the Tax Matters Manager with respect to the conduct of any tax proceedings, in each case regardless whether then a Member or after ceasing to be a Member. Any deficiency for taxes imposed on any Member or former Member or its direct or indirect owners (including penalties, additions to tax or interest imposed with respect to such taxes) will be paid by such Member or former Member or its direct or indirect owners as applicable, and if required to be paid (and actually paid) by the Company, such Member or former Member shall indemnify and reimburse the Company for such amounts within thirty (30) days of such payment by the Company, in each case regardless of whether then a Member or after ceasing to be a Member.

b. New Partnership Audit Procedures. At the request of the Tax Matters Manager, in connection with an adjustment of any item of income, gain, loss, deduction, or credit of the Company or any subsidiary entity in which the Company has an interest, directly or indirectly, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, promptly file one or more amended tax returns in the manner contemplated by Section 6225(c) of the Code (and any Treasury Regulations or official guidance relating thereto, and, if applicable, any corresponding or similar provisions under state or local law) and pay any tax due with respect to such returns. If the Tax Matters Manager makes an election for the Company pursuant to Section 6226 of the

Code with respect to an imputed underpayment, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, comply with the requirements under such section (and any Treasury Regulations or official guidance relating thereto). At the request of the Tax Matters Manager, each Member and former Member shall, and shall cause its direct and indirect owners, as applicable, to, provide the Tax Matters Manager and the Company with any information available to such Member or former Member (or its direct or indirect owners or representatives) and with such representations, certificates, or forms relating to such Member or former Member (or its direct or indirect owners or representatives) and any other documentation, in each case, that the Tax Matters Manager determines, in its reasonable discretion, are necessary to modify an imputed underpayment under Section 6225(c) of the Code or the Treasury Regulations or other official guidance thereunder. In the event that any imputed underpayment is paid or payable by the Company under Section 6225(a)(1) of the Code, each Member and former Member shall indemnify the Company in an amount equal to such Member's or former Member's share (as determined by the Tax Matters Manager with the advice of the Company's tax counsel) of the imputed underpayment and any associated interest and penalties) paid or payable by the Company; provided, however, that the Tax Matters Manager may determine, in its discretion, to allocate the burden of such amount to such Member without requiring payment by such Member to the Company.

c. Survival of Obligations. Each Member's obligations to comply with the requirements of this Article I.F shall survive the Member's transfer of all or any portion of its interest in the Company, otherwise ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company, to the extent applicable.

3. Exculpation and Indemnification of Tax Matters Managers, Partnership Representatives and Designated Individual. Any Tax Matters Manager or any person acting as a "partnership representative" or "designated individual" pursuant to this Article I.F shall, when acting in such capacity (a "Tax Matters Person"), be deemed to be a manager for purposes of the Act. The liability of any such Tax Matters Person shall be eliminated to the maximum extent the liability of a manager may be eliminated under Section 13.1-1025.B of the Act. In addition, any Tax Matters Person shall be entitled to indemnification under Article V.

G. Registered Office and Registered Agent. The Company's initial registered agent for service of process on the Company shall be Kedron A. Springer, who is a resident of Virginia and a member of the Virginia State Bar, or any successor as appointed by the Members, and the address of such agent shall be 508 Baylor Court, Suite B, Chesapeake, Virginia 23320-3680, or any other address designated from time to time by the Members. The registered office and the registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the State Corporation Commission of Virginia pursuant to the Act.

## **Article II. Capital Contributions**

A. Capital Contributions. The initial capital contributions to the Company by the Initial Members are set forth on Schedule A attached hereto, which is incorporated in this Agreement by this reference. Additional capital contributions shall only be made as agreed upon by all the Members at that time. The initial capital contributions and the additional capital contributions shall be collectively referred to as the "Capital Contributions."

B. *Membership Interests.* The percentage interest of each Member in the Company (“Membership Interest” or “Interest”) is as set forth on Schedule A attached hereto, which is incorporated in this Agreement by this reference.

C. *Member.* The term “Member” or “Members” shall include the Initial Members and any other contributor of capital for a Membership Interest and any assignee, transferee, successor, legatee or disposee of all or any part of a Membership Interest who is admitted to the Company as a Member pursuant to Article VII. The terms “Member” or “Members” shall also include any transferee of a Membership Interest who is not admitted as a Member, but such transferee’s rights and obligations hereunder shall only be as set forth in Article VII.A.

D. *Capital Accounts.* Capital Accounts will be maintained in accordance with Section 704 of the Code and the Treasury Regulations promulgated thereunder. It is the intent of the Members to comply with the purposes of these laws and this Agreement should be construed accordingly. Property contributions will be reflected in these accounts on the basis of fair market value at the time of contribution, even though the tax basis to the Company may be different.

E. *Interest and Return of Capital Contributions.* No Member shall be entitled to interest on its Capital Contribution. No Member shall be entitled to withdraw any part of its Capital Contribution or its Capital Account or to receive any distribution from the Company, and there shall be no obligation to return to any Member or withdrawn Member any part of such Member’s Capital Contributions for so long as the Company continues in existence, except as specifically provided in this Agreement.

F. *Loans.* Loans or advances by any Member to the Company shall not be considered Capital Contributions and shall not increase the Capital Account balance of the lending or advancing Member. No Member shall be required under any circumstances to contribute or lend any money or property to the Company.

### **Article III. Allocation of Profits and Losses**

A. *Profits and Losses.* “Profits” and “Losses” shall mean the taxable income or loss, as the case may be, for a period (or from a transaction) as determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), but computed with the following adjustments:

1. Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss;

2. Any expenditures of the Company as described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss;

3. In the event of any adjustment to the book value of any Company asset as permitted by the Treasury Regulations under Section 704(b) of the Code, the amount of such adjustments shall be taken into account as gain or loss from the disposition of such asset;

4. In the event the book value of any asset has been adjusted, gain or loss resulting from the disposition of such asset shall thereafter be computed by reference to its adjusted book value, which shall reflect depreciation deductions which take into account the adjustments made to the book value thereof, notwithstanding the fact that the adjusted tax basis of such asset may be different; and

5. Notwithstanding any other provisions of this definition, any items which are specially allocated pursuant to Article III.C. shall not be taken into account in computing Profits or Losses.

**B. *Allocation of Profits and Losses.*** After giving effect to the special allocations provided in Article III.C, including any curative allocations as provided therein, the Profits and Losses of the Company for any fiscal year shall be allocated to the Members in proportion to their respective Membership Interests.

**C. *Special and Curative Allocations.***

1. The provisions of the final and temporary Treasury Regulations promulgated under Section 704(b) of the Code relating to the qualified income offset, minimum gain chargeback, minimum gain chargeback with respect to partner nonrecourse debt, the allocation of nonrecourse deductions and the allocation of items of deduction, loss or expenditure relating to partner nonrecourse debt are hereby incorporated in this Agreement by this reference and shall be applied to the allocation of Company items of income, gain, loss or deduction in the manner provided in such Treasury Regulations. However, the Members do not intend that the "deficit restoration obligation" described in Section 1.704-1(b)(2)(ii)(b) or (c) of the Treasury Regulations or any successor provision thereto be incorporated into this Agreement.

2. The foregoing regulatory allocations are intended to comply with certain requirements of the Treasury Regulations. However, it is the intent of the Members that, to the extent possible, all of the regulatory allocations shall be offset either with other regulatory allocations or with special allocations of other items of Company income, gain, loss or deduction. Therefore, notwithstanding any other provision of this Article III (other than the regulatory allocations), the Members shall make such offsetting allocations of Company income, gain, loss or deduction in whatever manner the Member's determine appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the regulatory allocations were not a part of this Agreement and all Company items were allocated pursuant to Article III.B. The Members may take into account future regulatory allocations which, although not yet made, are likely to offset other regulatory allocations made under this Article III.C.

**D. *Other Allocation Rules.***

1. For purposes of determining the profits, losses, or any other items allocable to any period, profits, losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the Members using any permissible method under Section 706 of the Code and the Treasury Regulations thereunder.

2. Except as otherwise provided in this Agreement, all items of the Company's income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

3. Except as otherwise provided in this Agreement, all items of income, gain, loss or deduction for federal income tax purposes shall be allocated to the Members in the same manner as the corresponding book allocations of such items as provided in this Article III.

4. Notwithstanding anything herein to the contrary, in the event that the principles of Section 704(c) of the Code, and the Treasury Regulations promulgated thereunder, require allocations of taxable income or loss of the Company in a manner different than that set forth above, including any instances in which the book value of Company's assets has been adjusted as permitted under the Treasury Regulations, the provisions of Section 704(c) and the regulations thereunder shall control such allocations among the Members.

**E. Distributions.**

1. Except as otherwise provided in Article III.E.2 hereof, all distributions to the Members of cash or other property, except distributions upon the Company's dissolution (which shall be governed by Article X) shall be made solely upon the affirmative vote of Members holding a majority of the Membership Interests. Notwithstanding the foregoing, in the event any distribution is made it shall be in accordance with the Members' respective Membership Interests in the Company. All amounts withheld pursuant to the Code or pursuant to any provisions of federal, state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Article III.E.1. All distributions shall be subject to the terms of the Act and such other governmental restrictions as are now and may hereafter become effective.

2. Notwithstanding anything herein to the contrary, the Company shall make distributions to the Members during, or within ninety (90) days after the close of, each tax year of the Company which, when aggregated with all other distributions paid by the Company during the applicable tax year, are at least equal to the sum necessary to enable the Members to pay their federal and state income tax liabilities attributable to the taxable income allocated to them by the Company for such tax year of the Company. Such amount shall be determined using the maximum income tax rate of any Member.

**F. Tax Year and Accounting Methods.** It is the intent of the Members that this Company be treated as a partnership solely for federal and state tax purposes. The taxable year of the Company shall be the calendar year. The Company books and records shall be maintained on such basis of accounting as may be determined as proper by the certified public accountant regularly employed by the Company at that time (the "Company's Accountant"). The Company's Accountant is authorized to use good judgment in making determinations with respect to the treatment of particular items which are not clearly covered here or which would result in a violation of federal or state income tax laws as they exist from time to time.

**Article IV.**

**Management and Rights of Members**

**A. Managers.** The Company shall be managed under the direction of a Manager. The Manager shall be elected and removed by the Members as provided in Section IV.D. The initial Manager of the Company shall be the Managing Member.

**B. General Powers of the Manager.**

1. Except as otherwise limited in this Operating Agreement, the Manager shall have the exclusive right to manage the Company and to make all decisions regarding the business of the Company. The Manager shall carry out the policies, directions, orders and resolutions of the Members in the manner described in this Operating Agreement and as authorized and directed by the Members from time to time. To the extent not inconsistent with the Act, the Articles or the express provisions of this

Operating Agreement, the Managers shall have the same rights, powers and authority with respect to the Company. The Manager may delegate prescribed functions to any employee, agent or consultant.

2 The Manager is granted the right, power and authority to do in the name of, and on behalf of, the Company all things that, in his sole judgment, are necessary, proper or desirable to carry out the purposes of the Company, including, but not limited to, the right, power and authority to:

a. Enter into, make and perform contracts, agreements and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.

b. Open and maintain bank accounts, investment accounts and other arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements; provided, that Company funds shall not be commingled with funds from other sources and shall be used solely for the benefit of the Company.

c. Collect funds due to the Company.

d. Acquire, utilize for the Company's purposes, maintain and dispose of any assets of the Company.

e. Pay debts and obligations of the Company, to the extent that funds of the Company are available therefor.

f. Borrow money or otherwise commit the credit of the Company for Company activities, and voluntarily prepay or extend any such borrowings.

g. Employ from time to time persons, firms or corporations for the operation and management of the Company, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, supplies, accountants and attorneys, on such terms and for such compensation as the Manager shall determine, notwithstanding the fact that the Manager or any Member may have a financial interest in such firms or corporations.

h. Make elections available to the Company under the Code.

i. Register the Company as a tax shelter with the Internal Revenue Service and furnish to the Internal Revenue Service lists of investors in the Company, if required, pursuant to applicable provisions of the Code.

j. Obtain general liability, property and other insurance for the Company, as the Managers deems proper.

k. Take such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Article IV hereof.

l. Do and perform all such things and execute, acknowledge and deliver any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

m. To own, acquire by lease or purchase, develop, maintain, and provide, grant options with respect to, sell, convey, finance, assign, mortgage, or lease real estate and/or personal property and to cause to have constructed improvements upon any real estate necessary, convenient or incidental to the accomplishment of the purposes of Company.

3. All actions taken by the Manager on behalf of the Company from the date of its organization to the execution of this Agreement are ratified and confirmed.

C. *Tenure.* The Manager shall hold office until his death, resignation, disqualification or removal.

D. *Removal; Vacancy.* A Manager may be removed only for cause, which for these purposes shall mean a Manager's material default in the performance of its duties hereunder and failure to cure such material default within sixty (60) days after receipt of written notice thereof from any Members holding a majority of the Membership Interests entitled to vote. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. Any vacancy created or caused by removal, death, resignation or disqualification shall be filled by the affirmative vote of the Members holding a majority of the Membership Interests entitled to vote.

E. *Compensation.* The compensation, if any, of the Manager shall be fixed from time to time by the Members. The Managers shall be entitled to reimbursement for expenses incurred by them in performing their duties, according to the policies set by the Members from time to time. Any amount paid as compensation to a Manager who is also a Member shall be treated as a guaranteed payment in accordance with Section 707(c) of the Code.

F. *Power of Attorney.*

1. Each Member does hereby irrevocably constitute and appoint the Manager serving in office from time to time, and each of them, as the Company's true and lawful attorney-in-fact, with full power and authority in their or its name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file from time to time any and all of the following:

a. Any certificate or other instrument that may be required to be filed by the Company or the Members under the laws of the Commonwealth of Virginia or under the applicable laws of any other jurisdiction to the extent the Manager deems any such filing to be necessary or desirable;

b. Any instrument or document which may be required to effect the continuation of the Company, the admission of an additional or substitute Member, or the dissolution and termination of the Company pursuant to the provisions of this Operating Agreement; and

c. Any agreement, instrument, lease, deed, deed of trust, promissory note, certificate or other document in the name or on behalf of the Company which is necessary or appropriate to implement, effectuate or otherwise carry out any transaction to which the Company is a party or to which the Company or any of its assets is or may be subject, provided such transaction has been approved by the Manager or the Members, as the case may be, in accordance with the provisions of this Operating Agreement.

2. The appointment by each Member of the Manager of the Company as his attorney-in-fact is irrevocable and shall be deemed to be a power coupled with an interest and shall survive the disability, incompetence, bankruptcy, death or dissolution of any person given such power, except, that in the event of an assignment by a Member of all or any part of his membership interest, this power of attorney shall survive such assignment only until such time, if any, as the successor in interest shall have been admitted to the Company as a substitute member and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

G. *Managers Have No Exclusive Duty to Company.* Unless otherwise expressly provided hereunder or under any other agreement entered into between the Company and such Manager, a Manager shall not be required to manage the Company as his sole and exclusive function, and he may have other business interests and may engage in other activities in addition to those relating to the Company, and neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of such Manager or to the income or proceeds derived therefrom.

H. *Transactions with Managers.* The Managers (a) may appoint, employ, contract or otherwise deal with any person, including the Manager or an affiliate thereof, and with persons that have a financial interest in the Manager or in which the Manager has a financial interest, for transacting the Company's business, including the performance of any and all services or purchases of goods or other property which may at any time be necessary, proper, convenient or advisable in carrying on the business and affairs of the Company or in disposing of some or all of its assets; and (b) may otherwise enter into business transactions (including but not limited to the sale, merger, or other disposition of the Company or all or substantially all of its assets) with any such persons.

I. *Special Meetings.* A meeting of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Member or group of Members holding at least thirty percent (30.0%) of the Membership Interests entitled to vote. The Members will meet for the transaction of Company business at such places and times as are mutually convenient to them. Nothing in this Agreement will be construed as limiting the ability of the Members to transact Company business by unanimous written consent without a formal meeting.

J. *Notice of Meetings.* Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the person or persons calling the meeting, to each Member entitled to vote at such meeting.

K. *Meeting of all Members.* If all of the Members meet at any time and place, either within or outside of the Commonwealth of Virginia, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

L. *Quorum.* Members holding at least a majority of the Membership Interests entitled to vote at a meeting of the Members, represented in person or by proxy, shall constitute a quorum at any meeting of Members.

M. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

N. *Action by Members Without a Meeting.* Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if one or more written consents to such action are signed by each Member entitled to vote and such consent or consents are filed with the minutes of the proceedings of the Members. Action taken under this paragraph is effective when all Members entitled to vote have signed the consent or consents, unless the consent or consents specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

O. *Waiver of Notice.* When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

P. *Majority Vote.* Except as otherwise provided in this Agreement, all decisions made by the Members will be made by an affirmative vote of the Members holding a majority of the Membership Interests entitled to vote. Recipients of a Membership Interest who have not been admitted as a Member shall have no voting rights except as required by law.

Q. *Other Ventures.* The Members may be involved in other business ventures, independently or with others, and neither the Company nor any of the Members shall have any rights by virtue of this Agreement in the independent ventures or the income or profits derived from them.

#### **Article V. Indemnification**

A. *Indemnification of Members and Managers.* The Members acknowledge, agree and desire that the liability of any Member or Manager to the Company or to any of the other Members shall be eliminated, to the maximum extent possible, pursuant to Virginia Code Section 13.1-1025, as amended. The provisions of this Article are in addition to, and not in substitution for, any other right to indemnity to which any person who is or may be indemnified by or pursuant to this Article may otherwise be entitled, and to the powers otherwise accorded by law to the Company to indemnify any such person and to purchase and maintain insurance on behalf of any such person against any liability asserted against or incurred by him in any capacity referred to in this Article or arising from his status as serving or having served in any such capacity (whether or not the Company would have the power to indemnify against such liability).

B. *Effect of Invalid Provisions.* If any provision of this Article shall be adjudicated invalid or unenforceable, such adjudication shall not be deemed to invalidate or otherwise affect any other provision hereof or any power of indemnity which the Company may have under the laws of the Commonwealth of Virginia.

C. *Survival of Indemnification Provisions.* No amendment or repeal of this Section shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal.

D. *No Personal Liability to Members.* Notwithstanding the above, the indemnification provided in this Article or otherwise shall in no event cause the Members to incur any liability beyond their total Capital Contributions plus their share of any undistributed profits of the Company, nor shall it result in any liability of the Members to any third party.

**Article VI.**  
**Transfer of Membership Interest**

A. *No Right to Withdraw.* No Member shall have any right to voluntarily resign or otherwise withdraw from the Company during its term as provided for in the Articles of Organization without the prior written consent of all remaining Members of the Company. Any attempted resignation or withdrawal without the requisite consent shall be null and void and have no legal effect.

B. *Transfer of Interest.* No Member shall, directly or indirectly, transfer, sell, give, encumber, assign, pledge, or otherwise deal with or dispose of all or any part of his Membership Interest now owned or subsequently acquired by him, other than as provided for in this Agreement. Any transfer in violation of and without full compliance with this Agreement shall be void and without legal effect.

C. *Permitted Transfers.*

1. Notwithstanding the above, any Member (the "Transferring Member") may transfer all or any portion of the Member's Interest at any time to any of the following, hereinafter referred to as "Permitted Transferees":

a. Other Members;

b. The children or other descendants of any Member; or

c. A trustee who holds such Membership Interest in trust for the exclusive benefit of any one or more of such persons listed in paragraphs C.1.a. and C.1.b. of this Article IV, except that the spouse of a lineal descendant of the Transferring Member may hold an income interest in such a trust and/or a limited power to appoint the income and/or principal of such trust to a lineal descendant (or a trust for the benefit of a lineal descendant) of the Transferring Member.

2. Notwithstanding the restrictions set forth in paragraphs A. and B. above, any Membership Interest that is held by a custodian for a minor under the laws of the Commonwealth of Virginia or any other state shall be fully transferable and assignable to the minor when the minor reaches the age of termination of such custodianship under applicable law.

D. *Option Events in the Event of Death or Bankruptcy.*

1. A Member (the "Transferring Member") shall be deemed to have offered to sell all of such Member's Interest in the Company to the Company and the other Members (referred to as "Remaining Members"), as provided below, on the date of the occurrence of any of the following events (an "Option Event"):

a. The death of the Member, unless the deceased Member's interest is transferred by will, intestate succession or otherwise to a Permitted Transferee as provided for in Article VI.C.1.

b. The bankruptcy (voluntary or involuntary) as adjudicated by a court, appointment of a receiver, or assignment for the benefit of the creditors of the Member.

The Transferring Member shall deliver written notice of any such event to the Company and each of the Remaining Members within ninety (90) days after the Option Event. If notice is not given within such ninety (90) day period, the Company and Remaining Members may, but shall not be required to, treat such notice as having been given on the 90th day and proceed with their rights to purchase as provided below. Failure to exercise such right shall not be deemed a waiver of such right until actual notice is delivered and the respective option periods have expired. No interest shall accrue on the purchase price for such Interest until the actual Closing Date.

2. *Remaining Member's Right of Refusal.* Within sixty (60) days after receipt of the notice provided for in Article VI.D.1., the Remaining Members shall have the right to purchase all or any part of the Transferring Member's Interest in proportion to their Membership Interest in the Company (excluding the Transferring Member's Interest), or in such proportions as they may otherwise unanimously agree, at the price and upon the terms specified in Articles VIII and IX of this Agreement, respectively. Written notice of acceptance must be mailed or delivered to the Transferring Member within such sixty (60) day period.

3. *Company's Right of Refusal.* If the Remaining Members fail to exercise their options with respect to the Interest of the Transferring Member, the Company, by a majority vote of the Interests of the Remaining Members, shall have the right, for a period of fifteen (15) days after the expiration of the Remaining Members' sixty (60) day option period, to purchase all or any part of the remaining Interest of the Transferring Member at the price and upon the terms specified in Articles VIII and IX of this Agreement, respectively. Written notice of the Company's acceptance must be mailed or delivered to the Transferring Member within such fifteen (15) day period.

4. *Failure to Exercise Options.* If the Company and the Remaining Members fail to acquire all of the Transferring Member's Interest upon such offering, then the Transferring Member may transfer his remaining and unpurchased Interest to whomever he so designates. However, the transferee shall not become a Member unless admitted as such as provided in Article VII of this agreement.

E. *Non-Member's Interest.* For purposes of determining the Remaining Members' proportionate Interest in the Company as provided for in this Article, the Interest of Members who have not been admitted as such shall be ignored.

## **Article VII. Admission of a New Member**

A. *Rights of Transferee.* Except as provided below for Permitted Transferees, any transfer of a Membership Interest as set forth in Article VI shall be effective only to give the transferee the right to receive the share of tax allocations and distributions to which the Transferring Member would otherwise be entitled. A Permitted Transferee, unless the Transferring Member expressly provides otherwise, shall have the right to become a substitute Member, if such Permitted Transferee agrees to be bound by all the terms and conditions of the Agreement as then in effect. No other transferee shall have the right to become a substitute Member unless all of the other Members, in the exercise of their sole and absolute discretion, expressly consent thereto in writing and the transferee agrees to be bound by all the terms and conditions of this Agreement as then in effect. Unless and until a transferee is admitted as a substitute Member, and except as provided above with respect to allocations and distributions, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder.

B. *Admission of New Member.* Additional Membership Interests may be issued by the Company and additional Members may be admitted to the Company only by unanimous agreement of the

Members. The terms applicable to the admission of new Members will be as agreed by all the Members at that time.

C. *Rights of Transferring Member.* A Member who has assigned his Membership Interest shall cease to be a Member upon assignment of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder, but shall, unless otherwise relieved of such obligations by agreement of all of the other Members or by operation of law, remain liable for all obligations arising while he was a Member.

### **Article VIII. Purchase Price**

A. *Value of Interest Being Transferred.* Unless the Company and the Members (Transferring and Remaining) unanimously agree in writing to a different price for the Interest being transferred hereunder, the purchase price for the Transferring Members' Interest offered for sale hereunder shall be determined as of the Valuation Date by an independent appraiser selected by the Company and the Transferring Member. If the Company and the Transferring Member cannot agree upon the selection of an independent appraiser, the Company and the Transferring Member shall each select one independent appraiser, and the two selected independent appraisers shall select a mutually acceptable third independent appraiser. The third independent appraiser shall independently determine the fair market value of the Transferring Member's Interest. The purchase price of the Transferring Member's Interest shall be the average of the three independent appraisers' determination of the fair market value of the Transferring Member's Interest. Any independent appraiser may employ other independent professionals to assist them in such valuation. The determination of value by the independent appraiser shall be final and binding on all parties if made in good faith.

B. *Valuation Date.* The Valuation Date shall be the day on which an Option Event occurs.

C. *Allocation of Costs of Withdrawal.* If withdrawal is other than by reason of death, then \$5,000.00 of the costs of withdrawal incurred, in total, by the Company or any Member (other than the Transferring Member) including legal and accounting fees, will be charged to the Transferring Member and deducted from the value of the Transferring Member's Interest to the extent the Transferring Member does not pay the amounts before settlement. All additional costs and expenses above this amount shall be borne by the party that incurs the costs; provided however, all fees relating to the appraisal shall be borne one-half by the seller and one-half by the buyers (after taking into account the Transferring Member's obligation to paying the first \$5,000.00 of costs as provided, above).

### **Article IX. Settlement**

A. *Settlement of Purchase.* The settlement of any purchase of an Interest under this Agreement shall be made on the Closing Date at the principal office of the Company, or if agreed to by the parties, the offices of the Company's legal counsel. The Closing Date shall be the date that is one hundred twenty (120) days after the date of receipt of the Transferring Member's written notice as required under Article VI, or such other date as agreed upon by the Transferring Member and those of the Company and Remaining Members who are purchasing any Interest.

1. *Payment.* Each purchaser of any Interest of a Transferring Member shall have the option of making payment of their portion of the respective purchase price (i) in cash or by certified check, (ii) by a promissory note, or (iii) partly in cash and partly by a promissory note.

2. *Interest Rate and Term.* The promissory note shall be executed by the appropriate purchaser or purchasers payable to the order of the Transferring Member, bearing simple interest on the unpaid principal balance at an annual rate equal to the applicable federal rate under Section 1274 of the Code, as amended, determined as of the Closing Date, compounded monthly. The note shall provide for payment of both principal and accrued interest, in sixty (60) equal monthly installments. The first installment shall be payable on the date that is one (1) month after the Closing Date. The remaining installments shall be payable thereafter on the same day of each successive month until paid in full, provided, however, the entire indebtedness shall be paid in full on the date that is five (5) years from the date of the Closing Date.

3. *Option to Prepay.* The purchaser or purchasers shall have the unrestricted right to prepay the note in whole or in part, at any time and from time to time without penalty or premium; provided, however, that any such partial prepayment shall be in an amount of not less than \$5,000.00.

4. *Acceleration.* The note shall provide for optional acceleration of maturity in the event of a default in payment of principal or interest, or upon the insolvency of, or the assertion of insolvency by or against any maker, endorser or guarantor of the note. In addition, the note will become due and payable in full if the Company sells substantially all of its assets and business, or enters into any legal arrangement which has substantially the same effect. The note shall provide for the reimbursement of reasonable attorney fees in the collection of all or any part of the note upon default. The note may be secured, at the option of the Transferring Member, by a pledge of the Member's Interest purchased, but not a specific pledge of the assets of the Company.

#### **Article X. Dissolution**

A. *Events Resulting in Dissolution.* The Company will be dissolved upon the occurrence of any of the following:

1. The unanimous written consent of all the Members;
2. The adjudication of the Company as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or the filing of an involuntary petition in bankruptcy against the Company (which is not dismissed within ninety (90) days), or the filing against the Company of a petition for reorganization under the Federal Bankruptcy Code or any state statute (which is not dismissed within ninety (90) days), or a general assignment by the Company for the benefit of creditors, or the voluntary claim (by the Company) that it is insolvent under any provisions of the Bankruptcy Code (or any state insolvency statutes), or the appointment for the Company of a temporary or permanent receiver, trustee, custodian, sequestrator, and such receiver, trustee, custodian, or sequestrator is not dismissed within ninety (90) days;
3. At any time there are no members; however, the Company is not dissolved and is not required to be wound up if, within six months after the occurrence of the event that caused the dissociation of the last remaining Member, the personal representative of the last remaining Member agrees in writing to continue the Company until the admission of the personal representative of such Member or its nominee or designee to the Company as a Member, effective as of the occurrence of the event that caused the dissociation of the last remaining Member;
4. The entry of a decree of judicial dissolution of the Company under the Act; or

5. When so determined in accordance with other specific provisions of this Agreement.

B. *Conclusion of Affairs.* In the event of the dissolution of the Company for any reason, the Members shall proceed promptly to wind up the affairs of and liquidate the Company. Except as otherwise provided in this Agreement, the Members shall continue to share distributions and tax allocations during the period of liquidation in the same manner as before the dissolution.

C. *Liquidating Distributions.* After providing for the payment of all debts and liabilities of the Company and all expenses of liquidation, and subject to the right of the Members to set up such reserves as it may deem reasonably necessary for any contingencies or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other assets of the Company shall be distributed to or for the benefit of the Members in accordance with this Agreement. Unless the Members entitled to vote (by a majority vote) agree to some other form of distribution, the distributions to the Members upon liquidation shall be made in kind based on the fair market value of the Company's assets at that time. If such distribution is in kind, each Member shall take a fractional interest in each and every asset of the Company unless the Members agree to some other method of division.

D. *Priority in Liquidation.* If the Company is terminated, the Members will proceed with the liquidation of the Company as provided in the previous section and the proceeds from the liquidation will be applied as follows:

1. First, to the payment of debts and liabilities of the Company, other than loans and advances that may have been made by the Members to the Company, and the expenses of liquidation;

2. Next, the proceeds will be applied to the payment of any loans or advances that may have been made by any Member to the Company, but if the amount available for repayment is insufficient, then on a pro rata basis;

3. Next, the Company's assets will be distributed to the Members, pro rata in accordance with their respective positive Capital Account balances, after giving effect to all contributions, distributions and allocations for all periods; and

4. Any balance remaining shall be distributed to the Members in accordance with their Membership Interests.

E. *Termination.* Within a reasonable time following the completion of the liquidation of the Company, the Members shall be supplied a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's portion of the distributions pursuant to this Agreement. Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Members shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

F. *No Deficit Restoration.* A negative or deficit balance in any Member's Capital Account shall not be deemed to be an asset of the Company, and no Member with a negative or deficit Capital Account balance shall have any obligation to the Company, to any other Member or to any third party or creditor to restore such negative or deficit balance. No Member shall be personally liable for the return of all or any part of the Capital Contributions of any other Member. Any such return of Capital shall be made solely from Company assets; provided, however, nothing contained herein shall be deemed to limit the right

of the Company to recover from a Member for acts or omissions constituting breach of fiduciary duty, fraud, misconduct, bad faith or gross negligence.

## **Article XI. Miscellaneous**

A. *Books and Records.* At all times during the term of the Company, the Members shall keep, or cause to be kept, full and faithful books of account, records and supporting documents, which shall reflect, completely, accurately and in reasonable detail, each transaction of the Company (including, without limitation, transactions with the Members). The books of account, records, and all documents and other writings of the Company shall be kept and maintained at the principal office of the Company. Each Member or his designated representative shall, upon reasonable notice to the Members, have access to such financial books, records, and documents during reasonable business hours and may inspect and make copies of any of them at his own expense. The Members shall cause the Company to keep at its principal office the following:

1. Current list of the full name and last known business address of each Member, in alphabetical order;
2. A copy of the Articles of Organization and the Certificate of Organization, and all Articles of Amendment and Certificates of Amendment thereto;
3. Copies of the Company's federal, state, and local income tax returns and reports, if any, for the seven most recent years; and
4. Copies of the Operating Agreement, as amended, and of any financial statements of the Company for the seven most recent years.

B. *Amendment.* This Agreement may only be modified or amended by a written instrument. Except as otherwise required by law, such amendment may only be made in accordance with the unanimous written consent of all the Members entitled to vote. The parties further agree to execute any amendment to this Agreement as may be considered necessary by legal counsel to the Company in order for it to be treated as a partnership for federal and state income tax purposes.

C. *Notices.* For purposes of this Agreement, notices, offers and acceptances must be in writing and will be deemed to be served and received at the time mailed by United States registered or certified mail to the last known address of the party involved or when delivered in person.

D. *Enforceability.* The waiver by any party to this Agreement of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any party. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted.

E. *Binding Effect.* This Agreement will inure to the benefit of and be binding upon the parties to this Agreement, their successors, heirs, personal representatives and assigns.

F. *Interpretation.* Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

G. *Further Assurances.* Each Member hereby agrees that it shall hereafter execute and deliver such further instruments, provide all information and take or forbear such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

H. *Confidentiality.* No Member may, without the approval of all remaining Members entitled to vote, divulge to others any information not already known to the public pertinent to the services, clients, customers or operations of the Company, whether before or after the Company's dissolution.

I. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

J. *Good Faith.* The Members agree to exercise good faith and reasonableness in the interpretation and implementation of the provisions of this Agreement.

K. *Governing Law.* This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of laws rules.

L. *Headings.* The headings, subheadings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

M. *Entire Agreement.* This Agreement contains the entire understanding between the Members and supersedes any prior written or oral agreements between them respecting the subject matter within. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Members relating to the subject matter of this Agreement, which are not fully expressed herein.

N. *Right of First Refusal.* The Company acknowledges that it has entered into that certain Right of First Refusal and Purchase Option Agreement by and between the Company, as seller, and SULI, as buyer. Subject to the terms and conditions stated therein, the Right of First Refusal and Purchase Option Agreement shall be recorded in the Clerk's Office for the City of Virginia Beach, Virginia, upon acquisition of the Project (as defined in the Right of First Refusal and Purchase Option Agreement).

**[SIGNATURE PAGE TO FOLLOW]**

The undersigned, being the Initial Members of the Company, hereby agree, acknowledge and certify that the foregoing Operating Agreement, including the attached Schedule, constitutes the sole and entire Operating Agreement of the Company, adopted as of the date first above written.

**MEMBERS:**

**SUL TRANQUILITY LAKES II MANAGER, LLC,**  
a Virginia limited liability company

By: Virginia Beach Community Development Corporation, a Virginia nonprofit corporation, its Co-Managing Member

Date: March 3, 2021

By:   
Name: Jessica Guglielmo  
Title: President and CEO

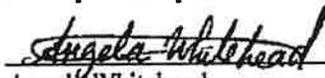
**VIRGINIA BEACH COMMUNITY DEVELOPMENT CORPORATION,**  
a Virginia nonprofit corporation

Date: March 3, 2021

By:   
Name: Jessica Guglielmo  
Title: President and CEO

**SENIORS UNLIMITED LIFESTYLES, INC.,**  
a Virginia nonprofit corporation

Date: March 3, 2021

By:   
Name: Angela Whitehead  
Title: Chief Executive Officer

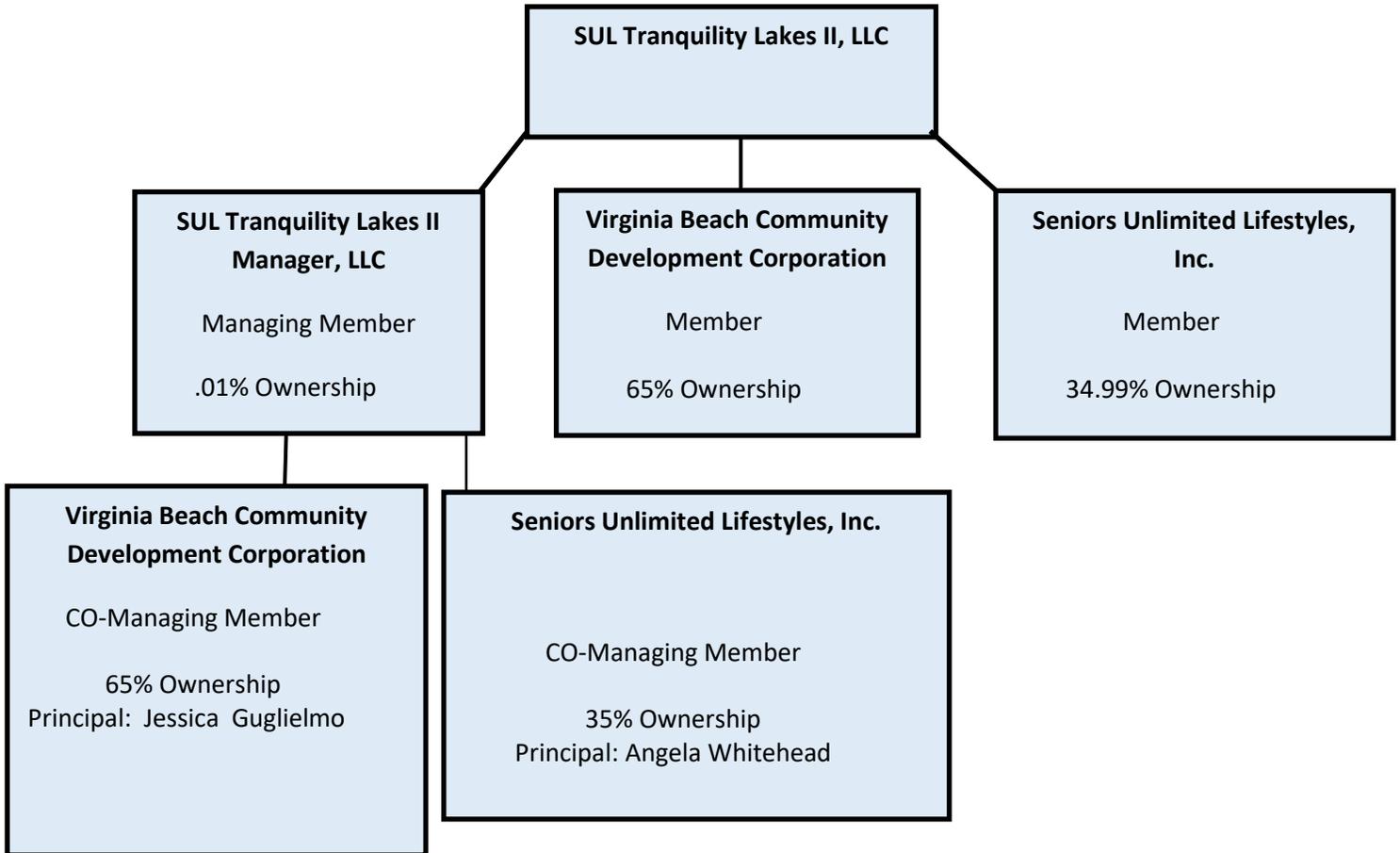
**Schedule A**

**Capital Contributions and  
Membership Interests**

Name and Address	Capital Contribution	Membership Interest
SUL Tranquility Lakes II Manager, LLC 2400 Potters Road, Virginia Beach, Virginia 23454-4377	\$10.00	0.01%
Virginia Beach Community Development Corporation 2400 Potters Road, Virginia Beach, Virginia 23454-4377	\$100.00	65.00%
Seniors Unlimited Lifestyles, Inc. 453 Longdale Crescent, Chesapeake, Virginia 23325	\$100.00	34.99%

## TRANQUILITY AT THE LAKES II ORGANIZATION CHART

VBCDC and SULI have formed SUL Tranquility Lakes II Manager, LLC to serve as the Managing Member of SUL Tranquility Lakes II, LLC. VBCDC and SULI will remain Members of SUL Tranquility Lakes II, LLC until the Investor Member is admitted to the partnership.



## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (this "Agreement") made as of \_\_\_\_\_ by and between SUL Tranquility Lakes II, LLC, a Virginia limited liability company (the "Company"); Senior Unlimited Lifestyles, Inc., a Virginia non-stock corporation ("SULP"), and Virginia Beach Community Development Corporation, a Virginia non-stock corporation ("VBCDC" along with SULI collectively, the "Developer").

### WITNESSETH:

WHEREAS, the Company has been formed to develop, construct, own, maintain and operate certain property as low-income residential rental housing, to be known as Tranquility at the Lakes II, to be located at 5837 Burton Station Road, Virginia Beach, Virginia (the "Project"); and

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

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

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

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

#### Section 1. Development Services.

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

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

use its best efforts to perform such duty and (ii) promptly notify the Company that the performance of such duty is beyond its reasonable control. The Developer has performed or shall perform the following:

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

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

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

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

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

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

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

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

institutions providing funds for the benefit of the Company for the design or construction of any improvements;

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

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

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

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

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

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

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

(iv) Inspect the progress of the course of construction of the Project, including verification of the materials and labor being furnished to

and on such construction so as to be fully competent to approve or disapprove requests for payment made by the Project architect and the general contractor, or by any other parties with respect to the design or construction of the Project, and in addition to verify that the construction is being carried out substantially in accordance with the plans and specifications approved by the Company or, in the event construction is not being so carried out, to promptly notify the Company;

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

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

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

(viii) To the extent applicable to the construction of the Project, comply with all present and future laws, ordinances, orders, rules, regulations and requirements (hereinafter in this subparagraph (ix) called "laws") of all federal, state and municipal governments, courts, departments, commissions, boards and offices having jurisdiction over the

Project. Any such compliance undertaken by the Developer on behalf of and in the name of the Company, in accordance with the provisions of this Agreement, shall be at the Company's expense. The Developer shall likewise ensure that all agreements between the Company and independent contractors performing work in connection with the construction of the Project shall include the agreement of said independent contractors to comply with all such applicable laws;

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

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

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

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

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

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

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

(b) Any proposed change in the work of the construction of the Project, or in the plans and specifications therefor as previously approved by the Company, or in the cost thereof, or any other change which would affect the design, cost, value or quality of the Project, except for such matters as may be expressly delegated in writing to the Developer by the Company;

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

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

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

Section 3. Accounts and Records.

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

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

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

Section 4. Obligation To Complete Construction.

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

Section 5. Development Amount.

As a fee for its services in connection with the development of the Project and the supervision of the construction/rehabilitation of the Project as set forth in Section 1 and elsewhere in this Agreement, the Developer shall be paid an amount (the "Development Amount") equal to \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Development Amount shall be deemed to have been earned as follows:

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

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

- (i) \_\_\_\_\_ percent (\_\_\_%) on initial equity funding of the Project;
- (ii) \_\_\_\_\_ percent (\_\_\_%) upon substantial completion of the Project; and
- (iii) \_\_\_\_\_ percent (\_\_\_%) upon achievement of 95% occupancy for the Project.

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

Section 6. Applicable Law.

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

Section 7. Binding Agreement.

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

Section 8. Headings.

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

Section 9. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 10. Benefit of Agreement.

The obligations and undertakings of the Developer set forth in this Agreement are made for the benefit of the Company and its Partners and shall not inure to the benefit of

any creditor of the Company other than a Partner, notwithstanding any pledge or assignment by the Company of this Agreement of any rights hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY:

SUL Tranquility Lakes II, LLC,  
a Virginia limited liability company

By: SUL TRANQUILITY LAKES II  
MANAGER, LLC,  
a Virginia limited liability company,  
its Managing Member

By: Virginia Beach Community  
Development Corporation,  
a Virginia nonstock corporation,  
its Co-Managing Member

By: \_\_\_\_\_  
Name: Jessica Guglielmo  
Title: President and CEO

DEVELOPER:

VIRGINIA BEACH COMMUNITY  
DEVELOPMENT CORPORATION,  
a Virginia nonstock corporation

By: \_\_\_\_\_  
Name: Jessica Guglielmo  
Title: President and CEO

SENIORS UNLIMITED LIFESTYLES, INC.,  
a Virginia nonstock corporation

By: \_\_\_\_\_  
Name: Angela Whitehead  
Title: Chief Executive Officer

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## State Corporation Commission

### CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That SUL Tranquility Lakes II, LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on January 26, 2021; and

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

Nothing more is hereby certified.



Signed and Sealed at Richmond on this Date:

March 6, 2023

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

---

Bernard J. Logan, Clerk of the Commission

# **Tab C:**

**Principal's Previous Participation Certification  
(MANDATORY)**

## Appendices continued

### Previous Participation Certification Instructions

#### General Instructions

The following certification:

- Must be completed, regardless of any principal's inclusion on the Developer Experience List.
- Must be signed by an individual who is, or is authorized to act on behalf of, the Controlling General Partner (if LP) or Managing Member (if LLC) of the Applicant, as designated in the partnership agreement. Virginia Housing will accept an authorization document, which gives signatory authorization to sign on behalf of the principals.
- Must be dated no more than 30 days prior to submission of the LIHTC Application.

#### Definitions

*Development* - the proposed multifamily rental housing development.

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

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

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

## Appendices continued

### Please follow guidelines below for listing principals.

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

If none of the above applies, list the name of any person that directly or indirectly controls or has the power to control a principal.

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

## Appendices continued

### Previous Participation Certification

Development Name Tranquility at the Lakes II

Name of Applicant (entity) Sul Tranquility Lakes II, LLC

SUL Tranquility Lakes II Manager, LLC (Managing Member)

#### **I hereby certify that:**

1. All the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification.
2. During any time that any of the participants were principals in any multifamily rental property, no property has been foreclosed upon, in default or assigned to the mortgage insurer (governmental or private); nor has mortgage relief by the mortgagee been given;
3. During any time that any of the participants were principals in any multifamily rental property, there has not been any breach by the owner of any agreements relating to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership;
4. That at no time have any principals listed in this certification been required to turn in a property to the investor or have been removed from a multifamily rental property ownership structure;
5. That to the best of my knowledge, there are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the participants were principals;
6. During any time that any of the participants were principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for the property;
7. None of the participants has been convicted of a felony and is not presently, to my knowledge, the subject of a complaint or indictment charging a felony. A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less;
8. None of the participants has been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity; and
9. None of the participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the participants is a Virginia Housing employee or a member of the immediate household of any of its employees.
11. None of the participants is participating in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state

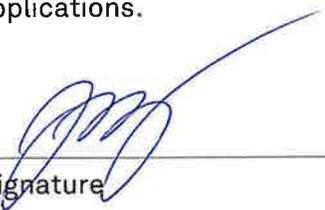
## Appendices continued

governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.

12. None of the participants has been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. None of the participants was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the participant was a principal in such property. This does not refer to corrected 8823's.
14. None of the participants is currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. None of the participants has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

Statements above (if any) to which I cannot certify have been deleted by striking through the words. In the case of any such deletion, I have attached a true and accurate statement to explain the relevant facts and circumstances.

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

  
\_\_\_\_\_  
Signature

Jessica Guglielmo  
\_\_\_\_\_  
Printed Name

3/14/2022  
\_\_\_\_\_  
Date (no more than 30 days prior to submission of the Application)

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

Appendices continued

**List of LIHTC Developments (Schedule A)**

Development Name Tranquility at the Lakes II  
 Name of Applicant SUL Tranquility Lakes II, LLC

**INSTRUCTIONS:**

1. A Schedule A is required for **every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
2. For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
3. List only tax credit development experience for the past 15 years.
4. Use separate pages as needed, for each principal.

Principal's Name Virginia Beach Community Development Corporation

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	Cypress Landing Apartments 40 Knells Ridge Blvd. Chesapeake, VA 23320	Cypress Landing LLC., 757-463-9516	Y	50	50	11/26/2019	3/16/2021	N
2.	Cedar Grove Apartments 904 Broad Meadows Blvd., Virginia Beach, VA 23462	Cedar Grove 2011, Limited Partnership, 757-463-9516	Y	32	32	9/26/2013	5/5/2014	N
3.	Citywide Homes 2001, 604 Cedar Spring Ct, Virginia Beach, VA 23462	Citywide Homes 2001, Limited Partnership, 757-463-9516	Y	32	32	12/16/2002	4/3/2003	N
4.								
5.								
6.								
7.								
8.								

Appendices continued

**List of LIHTC Developments (Schedule A)**

Development Name Tranquility at the Lakes II  
 Name of Applicant SUL Tranquility Lakes II, LLC

**INSTRUCTIONS:**

1. A Schedule A is required for **every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
2. For each property for which an **uncorrected** 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
3. List only tax credit development experience for the past 15 years.
4. Use separate pages as needed, for each principal.

Principal's Name Seniors Unlimited Lifestyles Inc.

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	Tranquility at the Lakes, 5827 Burton Station Rd. VA Beach, VA 23455	SUL Tranquility Lakes, LLC 757-460-0100	N	40	40	12/29/2016	7/27/2017	N
2.								
3.								
4.								
5.								
6.								
7.								
8.								

Appendices continued

**List of LIHTC Developments (Schedule A)**

Development Name Tranquility at the Lakes II  
 Name of Applicant SUL Tranquility Lakes II, LLC

**INSTRUCTIONS:**

1. **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
2. For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
3. List only tax credit development experience for the past 15 years.
4. Use separate pages as needed, for each principal.

Principal's Name SUL Tranquility Lakes II Manger, LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	None							
2.								
3.								
4.								
5.								
6.								
7.								
8.								

# **Tab E:**

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

**SECOND AMENDMENT TO  
AGREEMENT OF SALE**

THIS SECOND AMENDMENT TO AGREEMENT OF SALE (this "Amendment") is dated this 16<sup>th</sup> day of November, 2022, and made by and between the CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia ("Landowner"), and SUL TRANQUILITY LAKES II, LLC, a Virginia limited liability company, ("Purchaser").

**RECITALS:**

A. Landowner and Seniors Unlimited Lifestyles, Inc. entered into that certain Purchase Agreement dated March 13, 2020 (the "Agreement"), wherein Landowner has agreed to sell and Purchaser has agreed to purchase that certain real property located in Burton Station in the City of Virginia Beach, Virginia, as more particularly described in the Agreement;

B. Seniors Unlimited Lifestyles, Inc. assigned its rights and obligations under the Agreement to SUL Tranquility Lakes II, LLC by that certain document entitled "Assignment of Agreement of Sale," dated March 17, 2021;

C. Landowner and SUL Tranquility Lakes II, LLC entered into that certain First Amendment to Agreement of Sale dated January 20, 2022 to extend the closing and termination terms as defined in the Agreement to December 3, 2022;

D. Landowner and Purchaser desire to further amend the Agreement in certain respects to allow Purchaser additional time to meet the Requirements of Settlement outlined in the Agreement.

E. Capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Agreement; and

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties hereto hereby acknowledge, Landowner and Purchaser hereby agree as follows:

1. **Amendment of Agreement.** The Agreement is hereby amended as follows:
  - a. Settlement, as defined in Paragraph 3 of the Agreement as amended, is hereby amended to be on or before December 31, 2023.
  - b. The Termination right stated in the final paragraph of Paragraph 6 of the Agreement, as amended, is hereby extended to December 31, 2023.
2. **Ratification.** Landowner and Purchaser hereby acknowledge that except as herein stated, the terms of Agreement shall remain unmodified and in full force and effect. Any conflict between the provisions of the Agreement and this Amendment shall be governed by this Amendment.

3. **Execution and Delivery of Amendment.** This Amendment may be executed in counterparts each of which, when taken together, shall be deemed to be an original document. This Amendment may also be executed and transmitted via facsimile machine or other electronic transfer, and any faxed or electronically transmitted signatures shall be deemed original signatures.

4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**LANDOWNER:**  
CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia

By:  (SEAL)

Title: City Manager / Authorized Designee

Date: 11/29/22

**ATTEST:**

  
Amanda Barnes, City Clerk

Date: 11/30/2022

**PURCHASER:**

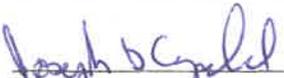
SUL TRANQUILITY LAKES II, LLC, a Virginia limited liability company

By: SUL Tranquility Lakes II, Manager, LLC, Managing Member

By:  (SEAL)  
Angela Whitehead, Chief Executive Officer

Date: 11/23/22

**APPROVED AS TO CONTENT:**

  
Public Works/Real Estate

**APPROVED AS TO FORM:**

  
City Attorney

**FIRST AMENDMENT TO  
AGREEMENT OF SALE**

THIS FIRST AMENDMENT TO AGREEMENT OF SALE (this "Amendment") is dated this 20<sup>th</sup> day of January, 2022, and made by and between the **CITY OF VIRGINIA BEACH**, a municipal corporation of the Commonwealth of Virginia ("Landowner"), and **SUL TRANQUILITY LAKES II, LLC**, a Virginia limited liability company, ("Purchaser").

**RECITALS:**

A. Landowner and Seniors Unlimited Lifestyles, Inc. entered into that certain Purchase Agreement dated March 13, 2020 (the "Agreement"), wherein Landowner has agreed to sell and Purchaser has agreed to purchase that certain real property located in Burton Station in the City of Virginia Beach, Virginia, as more particularly described in the Agreement;

B. Seniors Unlimited Lifestyles, Inc. assigned its rights and obligations under the Agreement to SUL Tranquility Lakes II, LLC by that certain document entitled "Assignment of Agreement of Sale," dated March 17, 2021;

C. Landowner and Purchaser desire to amend the Agreement in certain respects to allow Purchaser additional time to meet the Requirements of Settlement outlined in Paragraph 6 of the Agreement.

D. Capitalized terms used in this Amendment and not defined herein shall have the meanings set forth in the Agreement; and

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the mutual receipt and legal sufficiency of which the parties hereto hereby acknowledge, Landowner and Purchaser hereby agree as follows:

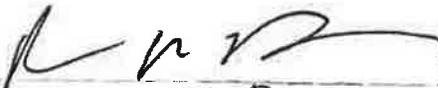
1. **Amendment of Agreement.** The Agreement is hereby amended as follows:
  - a. Settlement, as defined in Paragraph 3 of the Agreement, is hereby amended to be on or before December 3, 2022.
  - b. The Termination right stated in the final paragraph of Paragraph 6 of the Agreement is hereby extended to December 3, 2022.
2. **Ratification.** Landowner and Purchaser hereby acknowledge that except as herein stated, the terms of Agreement shall remain unmodified and in full force and effect. Any conflict between the provisions of the Agreement and this Amendment shall be governed by this Amendment.
3. **Execution and Delivery of Amendment.** This Amendment may be executed in counterparts each of which, when taken together, shall be deemed to be an original document. This Amendment may also be executed and transmitted via facsimile machine or other electronic transfer, and any faxed or electronically transmitted signatures shall be deemed original signatures.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

**LANDOWNER:**

CITY OF VIRGINIA BEACH, a municipal Corporation of the Commonwealth of Virginia

By:  (SEAL)

Name: P. Puharaj  
Title: City Manager / Authorized Designee

Date: 1/24/2022

ATTEST:

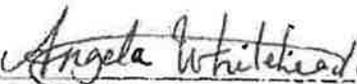
  
City Clerk

Date: 1/24/2022

**PURCHASER:**

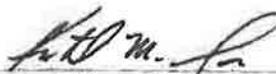
SUL TRANQUILITY LAKES II, LLC, a Virginia limited liability company

By: SUL Tranquility Lakes II, Manager, LLC, Managing Member

By:  (SEAL)  
Angela Whitehead, Chief Executive Officer

Date: 1-20-22

**APPROVED AS TO CONTENT:**

  
Public Works/Real Estate

**APPROVED AS TO FORM:**

  
City Attorney



RECEIVED

12111

MAR 23 2020

CITY OF VIRGINIA BEACH  
INTER-OFFICE CORRESPONDENCE

In Reply Refer To Our File No. 0063069

DATE: March 19, 2020

TO: ROUTING

FROM: Elizabeth S. Chupik *ESC*

DEPT: City Attorney

RE: **City of Virginia Beach to Seniors Unlimited Lifestyles, Inc.  
Sale of 1.55 acres of property located at the intersection of Burton Station Road  
and Finney Circle (GPINs: 1458-88-2897, 1458-88-2715, 1458-89-2090 and 1458-  
89-3052)**

Attached an Agreement of Sale between the City and Seniors Unlimited Lifestyles, Inc. for the sale of 1.55 acres of property in Burton Station. Council approved the sale of this property by ORD-36050 on December 10, 2019. Please execute the Agreement and route in the order indicated below, and return the originals to my office for closing:

Executed:

3/31/20

Date

*Darla Brundage*

City Manager/Authorized

Designee of the City Manager

Executed:

3/31/2020

Date

*AM*

Amanda Barnes, City Clerk

ESC/kas  
Enclosures

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") made as of this 13<sup>th</sup> day of March, 2020, by the CITY OF VIRGINIA BEACH, a municipal corporation of the Commonwealth of Virginia ("Seller"), and Seniors Unlimited Lifestyles Inc, ("Buyer").

WITNESSETH:

In consideration of the covenants and agreements of the respective parties herein set forth and in further consideration of the sum of SEVEN HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$715,000.00), Seller hereby agrees to sell, and Buyer hereby agrees to purchase the following described properties (hereinafter collectively known as the "Property") to wit:

Parcel 1: 1012 Finney Circle GPIN 1458-88-2715:

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INST. #20130102000003920 INST. #20121221001461910 1458-88-2715-0000" and further designated as "RESIDUAL AREA OF GPIN 1458-88-2715," as shown on that certain plat entitled: "PLAT SHOWING RIGHT OF WAY HEREBY ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated April 19, 2018 and revised through January 8, 2019, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Kay Z. Kesser by Deed dated December 18, 2012 and recorded in the aforesaid Clerk's Office as Instrument Number 20130102000003920.

Parcel 2: 1020 Finney Circle GPIN 1458-88-2897:

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED BY THE CITY OF VIRGINIA BEACH AREA = 8,198 S.F. OR 0.1882 AC." and further designated as "RESIDUAL AREA TO BE

ACQUIRED BY THE CITY OF VIRGINIA BEACH 8,198 SQUARE FEET 0.1882 ACRES," as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY AND PROPERTY TO BE ACQUIRED FROM ROBERT L. ELLIOTT & HELEN TYLER BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated January 11, 2011 and revised through September 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130927001160920, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach by deed from Robert L. Elliott and Helen Tyler dated September 18, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130930001163420.

IT FURTHER BEING a portion of the same property conveyed to the City of Virginia Beach by Deeds of Confirmation dated September 18, 2013 from Earl Littleton Elliott, Jr. recorded in the aforesaid Clerk's Office as Instrument Number 20160815000718630; from Romona S. Corprew as Instrument Number 20160809000693760; and from Adrian T. Elliott as Instrument Number 20160727000644160.

Parcel 3: 5837 Burton Station Road GPIN 1458-89-3052:

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INSTRUMENT #20131017001240220 INSTR#20131016001232250(PLAT) 1458-89-3052" and further designated as "RESIDUAL AREA OF GPIN 1458-89-3052," as shown on that certain plat entitled: "PLAT SHOWING EASEMENTS TO BE ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated August 29, 2016, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20180226000152270, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20161026000968630, 20160726000641970, and

20160805000683460.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA = 930 S.F. OR 0.0213 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 930 SQUARE FEET 0.0213 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Alphonso Elliott, Executor of the Estate of Martha Virginia Elliott by Deed dated October 9, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20131017001240220.

Parcel 4: 5841 Burton Station Road GPIN 1458-89-2090:

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH D.B. 3617, PG. 652 D.B. 429, PG. 271 (PLAT) 1458-89-2090" and further designated as "RESIDUAL AREA OF GPIN 1458-89-2090 9,430 SQUARE FEET 0.2165 ACRES," as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY HEREBY ESTABLISHED AND EASEMENTS TO BE CONVEYED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated January 11, 2011, and revised through February 25, 2014, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20150204000104180, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160630000559760, 20160726000642000, and 20160627000547020.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED AREA = 750 S.F. OR 0.0172 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED 750 SQUARE FEET 0.0172 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in

and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott and Jennie A. Elliott, husband and wife, by Deed dated January 10, 1996 and recorded in the aforesaid Clerk's Office in Deed Book 3617, at page 652.

Parcel 5: Private Right of Way GPIN 1458-89-2065:

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED AREA = 7,913 S.F. OR 0.1817 AC." and further designated as "RESIDUAL AREA TO BE ACQUIRED 7,913 SQUARE FEET 0.1817 ACRES," as shown on that certain plat entitled: "PLAT SHOWING PROPERTY TO BE ACQUIRED FROM GEORGE W. ELLIOTT BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated March 18, 2013 and revised through March 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130328000360010, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160412000297120, 20160804000675130, and 20160602000468670.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA = 450 S.F. OR 0.0103 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 450 SQUARE FEET 0.0103 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott by Deed dated April 4, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130423000463620.

1. Purchase Price. The total consideration is as follows: SEVEN HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$715,000.00) (the "Purchase Price") in full for the Property. The Purchase Price shall be paid as follows:

a. A deposit (the "Deposit") in cash or by certified check or by wire transfer in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) shall be paid by Buyer to the City of Virginia Beach as Escrow Agent (the "Escrow Agent") upon execution of this Agreement by all parties. The Escrow Agent shall deposit the Deposit into the general fund, accruing no interest, with the Deposit to be applied to the Purchase Price of the Property at the time of Settlement (as hereinafter defined). The Deposit shall be held in accordance with the provisions of this Agreement.

b. The balance of the Purchase Price of the Property of SEVEN HUNDRED TEN THOUSAND DOLLARS AND NO/100 (\$710,000.00) shall be paid in cash or by certified check or by wire transfer at the time of Settlement.

2. Due Diligence/Contingencies. Buyer is hereby granted sixty (60) days from the date of full execution of this Agreement by all parties (the "Due Diligence Period") to inspect the Property in order to determine that the soils and subsurface conditions of the Property are suitable, in the reasonable opinion of Buyer, for Buyer's intended use, and to determine the existence of any adverse environmental matters or conditions in, on, under, about, or migrating from or onto the Property. If the Buyer determines during the Due Diligence Period that the soils and subsurface conditions of the Property are not suitable for its intended use, or determines that the existence of any adverse environmental matters or conditions in, on, under, about, or migrating from or onto the Property, Buyer reserves the right to terminate this Agreement of Sale by giving Seller written notice of termination not later than 5:00 p.m. on the last day of the Due Diligence Period. Upon receipt of such notification, the Deposit shall be returned to the Buyer within 14 business days and thereafter, neither party shall have any further rights against or obligations or liability to the other hereunder except as specified in Paragraph 10.

This contract is further contingent upon an award to Buyer of Low Income Housing Tax Credits. The award must be in an amount satisfactory to Buyer to cover the purchase price and closing costs herein. The Low Income Housing Tax Credits contingency shall be in place until final settlement occurs.

3. Settlement. Delivery of the Deed (as hereinafter defined), payment of the Purchase Price and the settlement hereunder (the "Settlement") shall be conducted at the Office of the City Attorney, Real Estate Annex, Building 23, Suite 100, 2473 N. Landing Road, Virginia Beach, Virginia 23456. Notwithstanding the foregoing, Settlement may take place pursuant to an escrow closing and be conducted by mail or overnight courier by a reputable national title insurance company licensed in the Commonwealth of Virginia and selected by Buyer (the "Title Company"). The Settlement shall occur no later than forty-five (45) days after the date on which all Requirements of Settlement, as set forth in Paragraph 6 of this Agreement, have been fully satisfied (the "Settlement Date") or at such other earlier time as the parties may agree.

In addition to the obligations to be performed hereunder by the parties at Settlement, each party agrees to perform such other acts and to execute, acknowledge and

deliver, subsequent to Settlement, such other instruments, documents and other material as the other party or the Title Company may reasonably request and shall be necessary in order to effectuate the consummation of the transaction contemplated herein and to vest title to the Property in Buyer. However, notwithstanding the foregoing, Buyer acknowledges and agrees that Seller has certain powers, purposes and responsibilities by virtue of being a municipality, and as such, its ability to execute instruments and documents or to perform certain acts is limited by the laws of the Commonwealth of Virginia, including but not limited to, its defenses of sovereign immunity. Nothing herein shall be construed to waive any of the powers, purposes, responsibilities or defenses of Seller as a municipality.

4. Premises Purchased As Is/Environmental Concerns. Seller neither represents nor warrants that there are no adverse environmental conditions upon the Property which would prevent Buyer's allowed use of the Property. Buyer purchases the Property "AS IS" and it shall be the responsibility of Buyer to determine whether or not there are any adverse environmental conditions, hazardous waste conditions, status as protected wetlands or endangered species which would prevent Buyer's proposed use of the Property. Buyer releases Seller of and from and waives any claim or cause of action Buyer may have against Seller, under any federal, state or local law, ordinance, rule or regulation now existing or hereafter enacted or promulgated, relating to environmental matters or conditions, in, on under, about or migrating from or unto the Property, or by virtue of any common law right related to environmental conditions or matters in, under, about or migrating from or unto the Property. The provisions of this Paragraph shall survive Settlement, the termination of this Agreement, or recordation of the Deed.

Without limiting the foregoing, the City will only quitclaim its interest in and to GPIN 1458-59-2065 and it is the Buyer's responsibility to ascertain and clear any rights of others to this property identified as a "private road."

5. Use. Buyer shall use the Property for affordable senior housing and/or a disabled persons housing facility. Buyer agrees to restrict the Property for these uses for a period of thirty (30) years from Settlement. The Property will be conveyed to Buyer subject to a DEED RESTRICTION limiting the uses as stated, which shall expire automatically thirty (30) years after the Deed is recorded.

6. Requirements of Settlement. This Agreement and conveyance of the Property are EXPRESSLY SUBJECT to the satisfaction or performance of the following terms and conditions:

a. Buyer shall obtain, at its cost, a Quitclaim Deed or other legally sufficient document from the property owner at 1027 Finney Circle (GPIN 1458-88-0998) disclaiming any interest in the adjacent private right of way identified as Parcel 5 (GPIN 1458-89-2065) in this Agreement. The Quitclaim Deed shall be recorded contemporaneous to the Deed for the Property in this Agreement.

b. Buyer shall dedicate any and all public drainage easements and/or private utility easements needed for the completion of Burton Station Phase I and/or Burton Station Phase III on the Property and on the property identified by GPIN 1458-88-4871, which, while under separate ownership, is controlled by Buyer. The City shall prepare any deed of dedication

or related documents to convey the easements. However, it shall be Buyer's responsibility to obtain lender approval, if applicable.

c. Buyer shall, at its cost, submit an application and receive approval from the Virginia Beach City Council for a conditional use permit ("CUP") allowing the proposed housing development in the zoning district.

d. Buyer shall, at its cost, prepare and submit a resubdivision plat to the City of Virginia Beach Planning Department (the "Planning Department") that vacates all interior lot lines of the Property. Said plat, upon approval, shall be recorded contemporaneous to the Deed for the Property in this Agreement.

e. Buyer shall, at its cost, submit a site plan and obtain approval for same from the Planning Department (the "Planning Department").

f. Buyer shall apply for and receive an award of Low Income Housing Tax Credits in an amount satisfactory to Buyer to complete the purchase of the property that is the subject of this agreement.

Subsections c-e of this Paragraph are referenced collectively as the "Government Approvals." Buyer shall exercise commercially reasonable efforts to pursue the Government Approvals, and said Government Approvals shall not be unreasonably withheld by Seller.

Notwithstanding anything in this Agreement to the contrary, if any of the requirements of Settlement set forth in this Paragraph have not been satisfied, waived by both parties, or performed on or as December 31, 2021, Buyer shall have the right to terminate this Agreement by providing notice to Seller on or before December 31, 2021, in which event the Deposit shall be refunded to Buyer within fourteen (14) business days and thereafter, neither party shall have any further rights against or obligations or liability to the other hereunder except as specified in Paragraph 10.

7. Prorations. All rents, interest, taxes, utilities and other appropriate items shall be prorated and apportioned on a per diem basis as of the Settlement Date. Assessments, general or special in nature, pending or confirmed, shall be paid or satisfied in full by Seller at Settlement.

8. Settlement Costs and Expenses. Buyer shall bear cost of obtaining a title report for the Property and all other closing costs associated with Settlement, including but not limited to, all recording costs and taxes (except for grantor's tax on the Deed), title insurance premiums and its attorney's fees and costs.

Seller shall prepare the Deeds conveying title to the Property to Buyer and shall pay all expenses of preparation of the Deeds, the grantor's tax, if applicable, and its attorney's fees and costs.

Seller and Buyer each warrant and represent to the other that neither party has had any dealings, negotiations or communications with any brokers or other intermediaries that would obligate either one of them for the payment of any real estate commission or fee as a result of this transaction.

9. Conveyance/Title.

a. Seller agrees to deliver to Buyer at Settlement a Special Warranty Deed as to Parcels 1-4 and a Quitclaim Deed as to Parcel 5 (collectively, the "Deed") and to convey title to the Property, in fee simple, free and clear of all mortgages, liens, encumbrances, leases, parties in possession, security interests, subject to any and all other restrictions, rights-of-way, easements and encroachments of record on the date of execution of this Agreement and to the easements to be reserved by Seller in the Deed and any subdivision plat.

b. Buyer shall have up to sixty (60) days from the date of full execution of this Agreement by all parties to examine the record title to the Property and to raise any title objections disclosed by such examination. If such examination discloses that title to the Property is not marketable or is subject to an encumbrance, restriction, covenant or easement or record which adversely affects Buyer's intended use of the Property, Seller shall have the right to cure such defects or terminate this Agreement and return the Deposit to Buyer within fourteen (14) business days, and thereafter, neither party shall have any further rights against or obligations or liability to the other hereunder except as specified in Paragraph 10. If title to the Property is defective and the defects in title are not cured by Seller as provided herein, Buyer may terminate this Agreement by written notice to Seller not later than 5:00 p.m. of the Due Diligence Period. Upon receipt of such notification, the Deposit shall be refunded to Buyer within fourteen (14) business days and thereafter, neither party shall have any further rights against or obligations or liability to the other hereunder except as specified in Paragraph 10. If Buyer does not exercise the option to terminate, Buyer shall accept title to the Property with such title defects, the provisions of subparagraph (a) of this Paragraph notwithstanding.

10. Access/Right of Entry. During the Due Diligence Period, Buyer, or its agents, contractors, representatives, successors and assigns shall be permitted access to the Property for the purpose of making such studies of the Property as necessary to determine feasibility of the Property for Buyer's planned use and to determine the existence of any adverse environmental matters or conditions. It is expressly agreed, however, that:

a. Such access shall be at Buyer's sole risk and expense;

b. Seller shall not be responsible for and Buyer shall indemnify and hold harmless Seller, and its agents, employees, volunteers, servants and officials against any and all claims, obligations, demands, actions or suits for bodily injury or property damage by any person arising from such access or the conduct of activities on the Property by Buyer, its agents, contractors, representatives, successors and assigns; and

c. Neither Buyer nor any of its agents or contractors shall suffer or cause to be created any lien or encumbrance arising from such activities, and Buyer shall repair any damage to the Property resulting from such access.

The obligations set forth in this Paragraph shall survive Settlement or termination of this Agreement.

11. Possession. Actual possession shall be given upon transfer of legal title at Settlement, free and clear of any tenancies or parties in possession.

12. Risk of Loss. Risk of loss or damage to the Property by fire, wind, storm, or other casualty, or by exercise of the power of eminent domain, shall remain upon Seller until transfer of legal title at Settlement.

13. Legal and Equitable Enforcement of Agreement.

a. In the event the consummation of the transactions contemplated herein fail to occur by reason of any default by Seller, Buyer shall have the right to receive the return of its Deposit hereunder.

b. In the event the consummation of the transaction contemplated herein fails to occur by reason of any default of Buyer, Seller shall have the right to retain Buyer's Deposit as liquidated damages, (it being acknowledged and agreed that in such event it would be difficult to ascertain the exact amount of Seller's damages), and any other remedies that it may have for the breach of this Agreement.

14. Assignment. Buyer's rights under this Agreement may only be assigned by Buyer with written permission by Seller, and only upon on the condition that the assignee expressly assumes all of Buyer's obligations hereunder, and a copy of such assignment is provided to Seller. Any assignment made herein by Buyer shall not be interpreted as an agreement to extend the Due Diligence Period, Settlement Date or any of the provisions of this Agreement.

15. Survival. Unless the context otherwise requires, the provisions of this Agreement, including any indemnification, covenants, agreements, representations or warranties, shall survive Settlement hereunder and delivery of the Deed.

16. Successors and Assigns. The terms and provisions of this Agreement are binding upon and will inure to the benefit of the parties, their respective successors and assigns.

17. Notices. All notices to be delivered hereunder shall be sent by (a) U. S. Mail certified, Return Receipt Requested, (b) sent by overnight delivery, (c) or delivered in person addressed as and to the attention of the respective persons set forth below. Each such notice sent by U.S. Mail shall be deemed delivered on the first business day following its receipt, refusal or attempted delivery, as appropriate, at the address of the party to be noticed, and each notice sent by overnight delivery or delivered in person shall be deemed given as of the date of actual delivery to such person.

As to Seller: City of Virginia Beach  
Attn: Karen Prochilo  
Department of Housing and Neighborhood Preservation  
Municipal Center, Building 18  
Virginia Beach, Virginia 23456

With a copy to:  
Elizabeth Chupik, Esq.  
Office of the City Attorney

2473 N. Landing Road  
Municipal Center Building 23  
Virginia Beach, VA 23456

As to Buyer: Seniors Unlimited Lifestyles Inc.  
Attn: Angela Whitehead  
453 Longdale Crescent  
Chesapeake, VA 23325

With a copy to:

Kedron Springer, Esq.  
Springer Law Group  
508 Baylor Court Suite B  
Chesapeake, VA 23320

18. Governing Law/Venue. This Agreement shall be deemed to be a Virginia contract and shall be governed by the laws of the Commonwealth of Virginia, and the parties hereto designate the Circuit Court of the City of Virginia Beach, Virginia as the proper venue for all litigation of issues relating to this Agreement.

19. Entire Agreement and Modification. There have been no other promises, consideration or representations made which are not set forth in this Agreement. There may be no modification of this Agreement, except in writing, executed by the authorized representatives of Seller and Buyer.

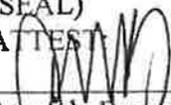
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the said Seniors Unlimited Lifestyles Inc. has caused this agreement to be executed on its behalf by Angela Whitehead, Chief Executive Officer of Seniors Unlimited Lifestyles Inc., with due authority to bind said limited liability company. Further, that the City of Virginia Beach has caused this Agreement to be executed in its name and on its behalf by its City Manager and its seal be hereunto affixed and attested by its City Clerk.

SELLER:

CITY OF VIRGINIA BEACH

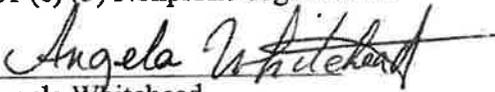
By:  (SEAL)  
City Manager/Authorized  
Designee of City Manager

(SEAL)  
ATTEST   
Amanda Barnes  
City Clerk

BUYER:

Seniors Unlimited Lifestyles Inc.

By: Seniors Unlimited Lifestyles Inc.  
501 (c) (3) Nonprofit Organization

By:   
Name: Angela Whitehead  
Title: Chief Executive Officer

STATE OF VIRGINIA  
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2020, by David Bradley, CITY MANAGER/AUTHORIZED DESIGNEE OF THE CITY MANAGER.

My Commission Expires: 1-31-2022

Robin Wilcox  
Notary Public  
Commonwealth of Virginia  
Robin R. Wilcox - Notary Public  
Commission No. 7782160  
My Commission Expires 1-31-2022

STATE OF VIRGINIA  
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2020, by AMANDA BARNES, CITY CLERK for the CITY OF VIRGINIA BEACH.

My Commission Expires: 1 | 31 | 2022

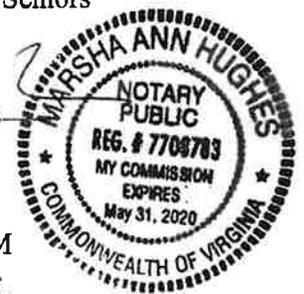
Robin Wilcox  
Notary Public  
Commonwealth of Virginia  
Robin R. Wilcox - Notary Public  
Commission No. 7782160  
My Commission Expires 1 | 31 | 22

STATE OF  
CITY/COUNTY OF Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2020, by Angela Whitehead, Chief Executive Officer of Seniors Unlimited Lifestyles Inc., on behalf of the company.

My Commission Expires: 5/31/2020

Marsha Ann Hughes  
Notary Public



APPROVED AS TO CONTENTS

[Signature]  
Public Works Real Estate

APPROVED AS TO LEGAL SUFFICIENCY AND FORM

[Signature]  
City Attorney

APPROVED AS TO CONTENTS

[Signature]  
Department of Housing

**ASSIGNMENT OF AGREEMENT OF SALE**

FOR MUTUAL CONSIDERATION AND THE RELEASE OF LEGAL RIGHTS AND OBLIGATIONS, SENIORS UNLIMITED LIFESTYLES, INC. ("Assignor"), hereby assigns, transfers, and conveys unto SUL Tranquility Lakes II, LLC, and/or its assigns ("Assignee"), all of its right, title, and interest in and to that certain Agreement of Sale ("Contract") dated as of March 13, 2020, as amended, between Assignor and City of Virginia Beach, a municipal corporation of the Commonwealth of Virginia ("Seller") relating to the acquisition of certain real property located in Virginia Beach, Virginia as described in the Contract.

By the acceptance of this Assignment, Assignee assumes all of the liabilities and obligations of Assignor under the Contract and agrees that the terms and provisions thereof shall be binding upon and shall inure to the benefit of Assignee, his/her/its successors and assigns. It is stated and agreed that the Deposit pursuant to the Contract has already been paid by Assignor and Assignee agrees to pay the balance of the purchase price at closing.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of this 17<sup>th</sup> day of March, 2021.

**ASSIGNOR:**

SENIORS UNLIMITED LIFESTYLES, INC.

By Angela Whitehead  
Angela Whitehead,  
Chief Executive Officer

**ASSIGNEE:**

SUL TRANQUILITY LAKES II, LLC

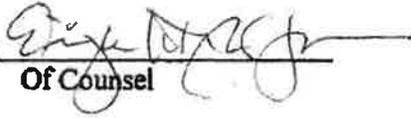
By: SUL Tranquility Lakes II Manager, LLC,  
Managing Member

By: Angela Whitehead  
Angela Whitehead,  
Chief Executive Officer of  
  
Seniors Unlimited Lifestyles, Inc.,  
Managing Member

By: Jessica Guglielmo  
Jessica Guglielmo,  
President and Chief Executive  
Officer of Virginia Beach  
Community Development  
Corporation, Managing Member

**SEEN & ACCEPTED:**

**CITY OF VIRGINIA BEACH**

By   
Of Counsel

3/17/2021  
DATE

Parcel 1: 1012 Finney Circle GPIN 1458-88-2715

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INST. #20130102000003920 INST. #20121221001461910 1458-88-2715-0000" and further designated as "RESIDUAL AREA OF GPIN 1458-88-2715," as shown on that certain plat entitled: "PLAT SHOWING RIGHT OF WAY HEREBY ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated April 19, 2018 and revised through January 8, 2019, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Kay Z. Kesser by Deed dated December 18, 2012 and recorded in the aforesaid Clerk's Office as Instrument Number 20130102000003920.

Parcel 2: 1020 Finney Circle GPIN 1458-88-2897

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED BY THE CITY OF VIRGINIA BEACH AREA= 8,198 S.F. OR 0.1882 AC." and further designated as "RESIDUAL AREA TO BE ACQUIRED BY THE CITY OF VIRGINIA BEACH 8,198 SQUARE FEET 0.1882 ACRES," as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY AND PROPERTY TO BE ACQUIRED FROM ROBERT L. ELLIOTT & HELEN TYLER BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated January 11, 2011 and revised through September 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130927001160920, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach by deed from Robert L. Elliott and Helen Tyler dated September 18, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130930001163420.

IT FURTHER BEING a portion of the same property conveyed to the City of Virginia Beach by Deeds of Confirmation dated September 18, 2013 from Earl Littleton Elliott, Jr. recorded in the aforesaid Clerk's Office as Instrument Number 20160815000718630; from Romona S. Corprew as Instrument Number 20160809000693760; and from Adrian T. Elliott as Instrument Number 20160727000644160.

Parcel 3: 5837 Burton Station Road GPIN 1458-89-3052

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INSTRUMENT #20131017001240220 INSTR#20131016001232250(PLAT) 1458-89-3052" and further designated as "RESIDUAL AREA OF GPIN 1458-89-3052," as shown on that certain plat entitled: "PLAT SHOWING EASEMENTS TO BE ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1"= 40', dated August 29, 2016, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20180226000152270, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20161026000968630, 20160726000641970, and 20160805000683460.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA= 930 S.F. OR 0.0213 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 930 SQUARE FEET 0.0213 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Alphonso Elliott, Executor of the Estate of Martha Virginia Elliott by Deed dated October 9, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20131017001240220.

Parcel 4: 5841 Burton Station Road GPIN 1458-89-2090

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH D.B. 3617, PG. 652 D.B. 429, PG. 271 (PLAT) 1458-89-2090" and further designated as "RESIDUAL AREA OF GPIN 1458-89-2090 9,430 SQUARE FEET 0.2165 ACRES," as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY HEREBY ESTABLISHED AND EASEMENTS TO BE CONVEYED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated January 11, 2011, and revised through February 25, 2014, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20150204000104180, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160630000559760, 20160726000642000, and 20160627000547020.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED AREA= 750 S.F. OR 0.0172 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED 750 SQUARE FEET 0.0172 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott and Jennie A. Elliott, husband and wife, by Deed dated January 10, 1996 and recorded in the aforesaid Clerk's Office in Deed Book 3617, at page 652.

Parcel 5: Private Right of Way GPIN 1458-89-2065

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED AREA = 7,913 S.F. OR 0.1817 AC." and further designated as "RESIDUAL AREA TO BE ACQUIRED 7,913 SQUARE FEET 0.1817 ACRES," as shown on that certain plat entitled: "PLAT SHOWING PROPERTY TO BE ACQUIRED FROM GEORGE W. ELLIOTT BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated March 18, 2013 and revised through March 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130328000360010, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160412000297120, 20160804000675130, and 20160602000468670.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA = 450 S.F. OR 0.0103 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 450 SQUARE FEET 0.0103 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott by Deed dated April 4, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130423000463620.

*Prepared by and Return to:*  
*Kedron A. Springer, VSB #67995*  
*Springer Law Group*  
*508 Baylor Court, Suite B*  
*Chesapeake, VA 23320*

TAX ID #: 1458-89-2065-0000

Exempt from Recording Taxes:  
VA Code Sec. 58.1-811(D)

No Title Insurance is being issued with this Deed.

**PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION**

THIS DEED OF GIFT is made this 4<sup>th</sup> day of June, 2020, by and between WILLIE DONALD MARTIN, SR., party of the first part, and SENIORS UNLIMITED LIFESTYLES, INC., Grantee, party of the second part, whose mailing address is 453 Longdale Crescent, Chesapeake, VA 23325

**WITNESSETH:**

THAT FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid, and for other good and valuable consideration hereby acknowledged by the parties, the said party of the first part does hereby quitclaim, grant and convey, unto the Grantee, in fee simple, any and all interest the party of the first may have in and to the following described property as a result of a street closure of said parcel, to-wit:

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED AREA = 7,913 S.F. OR 0.1817 AC." and further designated as "RESIDUAL AREA TO BE ACQUIRED 7,913 SQUARE FEET 0.1817 ACRES," as shown on that certain plat entitled: "PLAT SHOWING PROPERTY TO BE ACQUIRED FROM GEORGE W. ELLIOTT BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated March 18, 2013 and revised through March 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130328000360010, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160412000297120, 20160804000675130, and 20160602000468670.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA = 450 S.F. OR 0.0103 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 450 SQUARE FEET 0.0103 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

This conveyance is exempt from recording taxes pursuant to Section 58.1-811(D) of the Code of Virginia, 1950, as amended and is expressly made subject to all unexpired conditions, restrictions, reservations and easements, of record, if any, constituting constructive notice. This conveyance is further subject to any leases with respect to this property, recorded or unrecorded.

**The attorney who prepared this deed has not performed a title examination of the subject property and therefore makes no opinion or warranty as to the title of the property.**

**Furthermore, the attorney who prepared this deed does not represent the Grantor(s) nor Grantee(s) in this transaction and has not provided legal advice to either party. This deed is not intended to create an attorney client relationship of any form.**

WITNESS the following signature and seal:

BY: Willie Donald Martin (SEAL)  
WILLIE DONALD MARTIN, SR.

STATE OF Virginia  
COUNTY/CITY OF Norfolk, to wit:

The foregoing instrument was duly acknowledged before me, a Notary Public, this 4<sup>th</sup>  
day of June, 2020, by WILLIE DONALD MARTIN, SR., the Grantor herein,  
who is personally known to me or who presented a valid form of identification.

Jacqueline E. Thomas  
Notary Public

My Commission Expires: 9/30/2020  
Notary Registration No: 213430



**AFFIDAVIT OF WILLIE DONALD MARTIN, SR.**

STATE OF VIRGINIA

CITY OF Norfolk to-wit:

The undersigned, WILLIE DONALD MARTIN, SR. who after first being duly sworn, deposes and says as follows:

- 1) I am the owner of 1027 Finney Circle, Virginia Beach, Virginia identified by Tax Parcel Number 1458-88-0998-0000; and
- 2) I am aware that Seniors Unlimited Lifestyles, Inc. and the City of Virginia Beach are filing a petition to close the street known as "Finney Circle"; and
- 3) I agree and consent to the petition for street closure; and
- 4) I understand that I have the option to purchase a portion of the street with a price as determined by the Policy Regarding Purchase of the City's Interest in Streets Pursuant to Street Closure; and
- 5) I will comply with any conditions that City Council may attach to the closing of the street, including resubdivision and purchase of the closed street from the City in accordance with the Policy Regarding Purchase of the City's Interest in Street Pursuant to Street Closure, at no expense to me.

Further, the Affiant sayeth naught.

Willie Donald Martin Sr.  
(SEAL)  
WILLIE DONALD MARTIN, SR.

The foregoing instrument was duly acknowledged before me, a Notary Public, this 4th day of June, 2020, by Willie Donald Martin, Sr., who is personally known to me or who presented a valid form of identification.

Jacqueline E. Thomas  
Notary Public

My commission expires: 9/30/2020  
Notary Registration No: 213430



**Tranquility at the Lakes II (TATL II) –Site/Parcel Summary**

TATL II will be developed on the current site of the following five (5) parcels/property addresses in the City of Virginia Beach.

1. Parcel Address: 5837 Burton Station Road VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-89-3052-0000  
Legal Description: Simon Elliotts Est Replat Lot D 0.2539
  
2. Parcel Address: 5841 Burton Station Road VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-89-2090-0000  
Legal Description: Simon Elliotts Est Lot E 0.2165 Ac
  
3. Parcel Address: 1020 Finney Circle VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-88-2897-0000  
Legal Description: Simon Elliotts Est Pt of Lot 12 0.1882 Ac
  
4. Parcel Address: 1012 Finney Circle VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-88-2715-0000  
Legal Description: Simon Elliotts Est Part of Lot 12
  
5. Parcel Address: Private Right Away, City of VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-89-2065-0000  
Legal Description: Finney Circle 30ft Private Right of Way

## PROPERTY DETAILS

# 5837 Burton Station Rd

LEGAL DESCRIPTION	Simon Elliotts Est Replat Lot D 0.2539
GPIN (PARCEL ID)	14588930520000
SERVICE DISTRICT	D04 : D04

## FY23/24 ASSESSMENT

LAND VALUE	\$94,000
IMPROVEMENT VALUE	\$0
TOTAL VALUE	\$94,000

## LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	R5D
PROPERTY CODE/CATEGORY	703 Local Government
LAND USE	No
WATERSHED	Chesapeake Bay
PLATS (MAP BOOK/INSTRUMENT #)	Download ( <a href="https://media.vbgov.com/rea/plats/007_0045.PDF">https://media.vbgov.com/rea/plats/007_0045.PDF</a> )
LAND SQUARE FOOTAGE	10,439.71 sq ft

## BUILDING INFORMATION

## SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
20131017001240220	10/17/2013	\$135,000	/
20090925001131620	09/25/2009	\$0	/
0000000000000000	10/28/1955	\$0	427 / 68

## TAX ASSESSMENTS

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2024	\$94,000	\$0	\$94,000	\$0.99 (Pending)	\$0.00
2023	\$89,300	\$0	\$89,300	\$0.99	\$0.00
2022	\$82,800	\$0	\$82,800	\$0.99	\$0.00
2021	\$81,200	\$0	\$81,200	\$1.0175	\$0.00
2020	\$81,200	\$0	\$81,200	\$1.0175	\$0.00
2019	\$81,200	\$0	\$81,200	\$1.0025	\$0.00
2018	\$75,200	\$0	\$75,200	\$1.0025	\$0.00
2017	\$51,300	\$0	\$51,300	\$0.99	\$0.00
2016	\$44,900	\$0	\$44,900	\$0.99	\$0.00
2015	\$42,800	\$19,700	\$62,500	\$0.93	\$0.00
2014	\$45,500	\$19,700	\$65,200	\$0.93	\$0.00
2013	\$45,500	\$19,700	\$65,200	\$0.95	\$619.40
2012	\$45,500	\$19,882	\$65,382	\$0.89	\$581.90
2011	\$45,500	\$19,882	\$65,382	\$0.89	\$581.90
2010	\$45,500	\$19,882	\$65,382	\$0.89	\$581.90
2009	\$45,500	\$19,882	\$65,382	\$0.89	\$581.90
2008	\$45,500	\$19,882	\$65,382	\$0.89	\$581.90

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

## CLOSEST LIBRARY

Bayside Library

5.2 miles away



## CLOSEST RECREATION CENTER

Williams Farm Recreation Center

3.1 miles away



## CLOSEST PARK

Williams Farm Park

3.1 miles away



## CLOSEST SHELTER

Green Run High School

8.4 miles away

Cox High School

9.4 miles away



## CLOSEST POLICE STATION

3rd Precinct

5.2 miles away

## CLOSEST FIRE STATION

FIRE 04 / Chesapeake Beach

4.1 miles away



## TRASH PICKUP SERVICES

Trash Collection

Every Wednesday

Next Recycling Day

Wednesday, March 15, 2023



## VOTING PRECINCT

Precinct

Shell - 069

Polling Location

Unity Church of Tidewater Disctrict: 4

## VOTING DISTRICTS

Local Election

District 4

State Senate

District 7

House of Delegates

District 90

STATE PLANE X,Y	12158353.9163865, 3489056.41048615
GEOGRAPHIC COORDINATES	36.88254875, -76.19039048
2010 CENSUS TRACT NO.	040200
2010 BLOCK GROUP NO.	0402001
POLICE BEAT	331
ESTIMATED LAND AREA	10439.71 sq ft
AGRID	B4
SOIL TYPE	19 - Munden
APZ ZONE	N/A
NOISE ZONE	N/A
FLOOD ZONE	X





## PROPERTY DETAILS

# 5841 Burton Station Rd

LEGAL DESCRIPTION	Simon Elliott Est Lot E 0.2165 Ac
GPIN (PARCEL ID)	14588920900000
SERVICE DISTRICT	D04 : D04

## FY23/24 ASSESSMENT

LAND VALUE	\$11,900
IMPROVEMENT VALUE	\$0
TOTAL VALUE	\$11,900

## LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	R5D
PROPERTY CODE/CATEGORY	703 Local Government
LAND USE	No
WATERSHED	Chesapeake Bay
PLATS (MAP BOOK/INSTRUMENT #)	Download ( <a href="https://media.vbgov.com/rea/plats/007_0045.PDF">https://media.vbgov.com/rea/plats/007_0045.PDF</a> )
LAND SQUARE FOOTAGE	9,421.47 sq ft

## BUILDING INFORMATION

**SALES HISTORY**

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
0000000000000000	05/16/1996	\$0	3617 / 652

**TAX ASSESSMENTS**

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2024	\$11,900	\$0	\$11,900	\$0.99 (Pending)	\$0.00
2023	\$11,900	\$0	\$11,900	\$0.99	\$0.00
2022	\$11,900	\$0	\$11,900	\$0.99	\$0.00
2021	\$11,900	\$0	\$11,900	\$1.0175	\$0.00
2020	\$11,900	\$0	\$11,900	\$1.0175	\$0.00
2019	\$11,900	\$0	\$11,900	\$1.0025	\$0.00
2018	\$11,900	\$0	\$11,900	\$1.0025	\$0.00
2017	\$11,900	\$0	\$11,900	\$0.99	\$0.00
2016	\$12,300	\$0	\$12,300	\$0.99	\$0.00
2015	\$12,300	\$0	\$12,300	\$0.93	\$0.00
2014	\$12,300	\$0	\$12,300	\$0.93	\$0.00
2013	\$25,300	\$0	\$25,300	\$0.95	\$0.00
2012	\$25,300	\$0	\$25,300	\$0.89	\$0.00
2011	\$25,300	\$0	\$25,300	\$0.89	\$0.00
2010	\$25,300	\$0	\$25,300	\$0.89	\$0.00
2009	\$22,000	\$0	\$22,000	\$0.89	\$0.00
2008	\$20,000	\$0	\$20,000	\$0.89	\$0.00

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

## CLOSEST LIBRARY

Bayside Library

5.3 miles away



## CLOSEST RECREATION CENTER

Williams Farm Recreation Center

3.2 miles away



## CLOSEST PARK

Williams Farm Park

3.2 miles away



## CLOSEST SHELTER

Green Run High School

8.4 miles away

Cox High School

9.5 miles away



## CLOSEST POLICE STATION

3rd Precinct

5.2 miles away

## CLOSEST FIRE STATION

FIRE 04 / Chesapeake Beach

4.1 miles away



## TRASH PICKUP SERVICES

Trash Collection

Every Wednesday

Next Recycling Day

Wednesday, March 15, 2023



## VOTING PRECINCT

Precinct

Shell - 069

Polling Location

Unity Church of Tidewater Disctrict: 4

## VOTING DISTRICTS

Local Election

District 4

State Senate

District 7

House of Delegates

District 90

STATE PLANE X,Y	12158270.5551746, 3488996.91237762
GEOGRAPHIC COORDINATES	36.88239098, -76.19068039
2010 CENSUS TRACT NO.	040200
2010 BLOCK GROUP NO.	0402001
POLICE BEAT	331
ESTIMATED LAND AREA	9421.47 sq ft
AGRID	B4
SOIL TYPE	19 - Munden
APZ ZONE	N/A
NOISE ZONE	N/A
FLOOD ZONE	X





## PROPERTY DETAILS

# 1020 Finney Cir

LEGAL DESCRIPTION	Simon Elliotts Est Pt Of Lot 12 0.1882 Ac
GPIN (PARCEL ID)	14588828970000
SERVICE DISTRICT	D04 : D04

## FY23/24 ASSESSMENT

LAND VALUE	\$61,000
IMPROVEMENT VALUE	\$0
TOTAL VALUE	\$61,000

## LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	R5D
PROPERTY CODE/CATEGORY	703 Local Government
LAND USE	No
WATERSHED	Chesapeake Bay
PLATS (MAP BOOK/INSTRUMENT #)	Download ( <a href="https://media.vbgov.com/rea/plats/035_0086.PDF">https://media.vbgov.com/rea/plats/035_0086.PDF</a> )
LAND SQUARE FOOTAGE	8,247.69 sq ft

## BUILDING INFORMATION

## SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
20160815000718630	08/15/2016	\$0	/
20160809000693760	08/09/2016	\$0	/
20160727000644160	07/27/2016	\$0	/
20130930001163420	09/27/2013	\$110,000	/
200212273086152	01/13/2003	\$0	0 / 0
200212273086152	01/13/2003	\$0	0 / 0
000000000000000	07/05/1776	\$0	369 / 123

## TAX ASSESSMENTS

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2024	\$61,000	\$0	\$61,000	\$0.99 (Pending)	\$0.00
2023	\$58,000	\$0	\$58,000	\$0.99	\$0.00
2022	\$53,800	\$0	\$53,800	\$0.99	\$0.00
2021	\$52,700	\$0	\$52,700	\$1.0175	\$0.00
2020	\$52,700	\$0	\$52,700	\$1.0175	\$0.00
2019	\$52,700	\$0	\$52,700	\$1.0025	\$0.00
2018	\$48,800	\$0	\$48,800	\$1.0025	\$0.00
2017	\$38,800	\$0	\$38,800	\$0.99	\$0.00
2016	\$33,900	\$0	\$33,900	\$0.99	\$0.00
2015	\$32,300	\$19,300	\$51,600	\$0.93	\$0.00
2014	\$53,000	\$19,300	\$72,300	\$0.93	\$0.00
2013	\$53,000	\$19,300	\$72,300	\$0.95	\$686.86
2012	\$53,000	\$19,415	\$72,415	\$0.89	\$644.50
2011	\$53,000	\$19,415	\$72,415	\$0.89	\$644.50
2010	\$53,000	\$19,415	\$72,415	\$0.89	\$644.50
2009	\$53,000	\$19,415	\$72,415	\$0.89	\$644.50
2008	\$53,000	\$19,415	\$72,415	\$0.89	\$644.50

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

## CLOSEST LIBRARY

Bayside Library

5.3 miles away



## CLOSEST RECREATION CENTER

Williams Farm Recreation Center

3.2 miles away



## CLOSEST PARK

Williams Farm Park

3.2 miles away



## CLOSEST SHELTER

Green Run High School

8.4 miles away

Cox High School

9.5 miles away



## CLOSEST POLICE STATION

3rd Precinct

5.2 miles away

## CLOSEST FIRE STATION

FIRE 04 / Chesapeake Beach

4.1 miles away



## TRASH PICKUP SERVICES

Trash Collection

Every Wednesday

Next Recycling Day

Wednesday, March 15, 2023



## VOTING PRECINCT

Precinct

Shell - 069

Polling Location

Unity Church of Tidewater Disctrict: 4

## VOTING DISTRICTS

Local Election

District 4

State Senate

District 7

House of Delegates

District 90

STATE PLANE X,Y	12158245.2413865, 3488902.66048615
GEOGRAPHIC COORDINATES	36.88213388, -76.1907748
2010 CENSUS TRACT NO.	040200
2010 BLOCK GROUP NO.	0402001
POLICE BEAT	331
ESTIMATED LAND AREA	8247.69 sq ft
AGRID	B4
SOIL TYPE	13 - Dragston
APZ ZONE	N/A
NOISE ZONE	N/A
FLOOD ZONE	X



Please set a location or search for an address.

## PROPERTY DETAILS

# 1012 Finney Cir

LEGAL DESCRIPTION	Simon Elliotts Est Part Of Lot 12 0.6553 Ac
GPIN (PARCEL ID)	14588827150000
SERVICE DISTRICT	D04 : D04

## FY23/24 ASSESSMENT

LAND VALUE	\$19,700
IMPROVEMENT VALUE	\$0
TOTAL VALUE	\$19,700

## LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	R5D
PROPERTY CODE/CATEGORY	703 Local Government
LAND USE	No
WATERSHED	Chesapeake Bay
PLATS (MAP BOOK/INSTRUMENT #)	Download ( <a href="https://media.vbgov.com/rea/plats/035_0086.PDF">https://media.vbgov.com/rea/plats/035_0086.PDF</a> )
LAND SQUARE FOOTAGE	28,558.56 sq ft

## BUILDING INFORMATION

## SALES HISTORY

DOCUMENT #	SALES DATE	SALES PRICE	DEED BOOK/PAGE
20130102000003920	12/28/2012	\$160,000	/
20051205001939760	12/19/2005	\$30,000	0 / 0
0000000000000000	07/05/1776	\$0	313 / 544

## TAX ASSESSMENTS

FISCAL YEAR	LAND VALUE	IMPROVEMENT VALUE	TOTAL VALUE	TAX PER \$100	ANNUAL TAXES
2024	\$19,700	\$0	\$19,700	\$0.99 (Pending)	\$0.00
2023	\$19,700	\$0	\$19,700	\$0.99	\$0.00
2022	\$27,100	\$0	\$27,100	\$0.99	\$0.00
2021	\$27,100	\$0	\$27,100	\$1.0175	\$0.00
2020	\$27,100	\$0	\$27,100	\$1.0175	\$0.00
2019	\$27,100	\$0	\$27,100	\$1.0025	\$0.00
2018	\$27,100	\$0	\$27,100	\$1.0025	\$0.00
2017	\$27,100	\$0	\$27,100	\$0.99	\$0.00
2016	\$27,100	\$0	\$27,100	\$0.99	\$0.00
2015	\$27,100	\$0	\$27,100	\$0.93	\$0.00
2014	\$42,500	\$0	\$42,500	\$0.93	\$0.00
2013	\$42,500	\$0	\$42,500	\$0.95	\$0.00
2012	\$42,500	\$0	\$42,500	\$0.89	\$378.26
2011	\$42,500	\$0	\$42,500	\$0.89	\$378.26
2010	\$42,500	\$0	\$42,500	\$0.89	\$378.26
2009	\$42,500	\$0	\$42,500	\$0.89	\$378.26
2008	\$42,500	\$0	\$42,500	\$0.89	\$378.26

Exemption programs such as Seniors, Disabled Persons, Veterans, Energy Efficient Buildings, etc. are not reflected in the Annual Taxes.

## CLOSEST LIBRARY

Bayside Library

5.3 miles away



## CLOSEST RECREATION CENTER

Williams Farm Recreation Center

3.2 miles away



## CLOSEST PARK

Williams Farm Park

3.2 miles away



## CLOSEST SHELTER

Green Run High School

8.4 miles away

Cox High School

9.5 miles away



## CLOSEST POLICE STATION

3rd Precinct

5.2 miles away

## CLOSEST FIRE STATION

FIRE 04 / Chesapeake Beach

4.1 miles away



## TRASH PICKUP SERVICES

Trash Collection

Every Wednesday

Next Recycling Day

Wednesday, March 15, 2023



## VOTING PRECINCT

Precinct

Shell - 069

Polling Location

Unity Church of Tidewater Disctrict: 4

## VOTING DISTRICTS

Local Election

District 4

State Senate

District 7

House of Delegates

District 90

STATE PLANE X,Y	12158198.55467839, 3488751.91260744
GEOGRAPHIC COORDINATES	36.8817231,-76.19094698
2010 CENSUS TRACT NO.	040200
2010 BLOCK GROUP NO.	0402001
POLICE BEAT	331
ESTIMATED LAND AREA	28558.56 sq ft
AGRID	B4
SOIL TYPE	3 - Augusta
APZ ZONE	N/A
NOISE ZONE	N/A
FLOOD ZONE	X





03/01/2022

256 of 264

Select Date

1012 Finney Cir, Virginia Beach, VA 23455-3614

# PROPERTY DETAILS

LEGAL DESCRIPTION	Finney Circle 30ft Private Right Of Way
GPIN (PARCEL ID)	14588920650000
SERVICE DISTRICT	D04 : D04

## FY23/24 ASSESSMENT

LAND VALUE	\$1,000
IMPROVEMENT VALUE	\$0
TOTAL VALUE	\$1,000

## LAND INFORMATION

UNOFFICIAL ZONING DISTRICT	R5D
PROPERTY CODE/CATEGORY	703 Local Government
LAND USE	No
WATERSHED	Chesapeake Bay
PLATS (MAP BOOK/INSTRUMENT #)	Download ( <a href="https://media.vbgov.com/rea/plats/20130328000360010.pdf">https://media.vbgov.com/rea/plats/20130328000360010.pdf</a> )
LAND SQUARE FOOTAGE	7,818.64 sq ft

## BUILDING INFORMATION



# **Tab F:**

**RESNET Rater Certification (MANDATORY)**

Appendices continued

### RESNET Rater Certification of Development Plans

Deal Name Tranquility at the Lakes II

Deal Address 5837 Burton Station Road; 1012 Finney Circle; 1020 Finney Circle; 5841 Burton Station Road; and  
Finney Circle 30ft Private Right of Way ,Virginia Beach, Virginia 23455.

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

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

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

- New Construction** – EnergyStar Certification  
The development's design meets the criteria for the EnergyStar certification. Rater understands that before issuance of IRS Form 8609, applicant will obtain and provide EnergyStar Certification to Virginia Housing.
- Rehabilitation** – 30% performance increase over existing, based on HERS Index;  
**Or** Must evidence a HERS Index of 80 or better  
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.
- Adaptive Reuse** – Must evidence a HERS Index of 95 or better.  
Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

#### Additional Optional Certifications

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

- Earthcraft Certification** – The development's design meets the criteria to obtain Viridiant's EarthCraft Multifamily program Gold certification or higher.
- LEED Certification** – The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

# Appendices continued

## Additional Optional Certifications continued

\_\_\_\_\_ **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 criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

**\*\*\* Please note Raters must have completed 500+ ratings in order to certify this form.**

Printed Name \_\_\_\_\_ Katy Maher \_\_\_\_\_ 3/13/23  
RESNET Rater \_\_\_\_\_ Date

Signature \_\_\_\_\_  \_\_\_\_\_

Resnet Provider Agency \_\_\_\_\_ Viridiant \_\_\_\_\_

Signature \_\_\_\_\_  \_\_\_\_\_

Provider Contact & Phone/Email \_\_\_\_\_ sean.shanley@viridiant.org, 804-212-1934 \_\_\_\_\_  
\_\_\_\_\_



## Tranquility at the Lakes II 2023 LIHTC Pre-Review Comments

### Potential Project Addresses:

- 5837 Burton Station Road  
Virginia Beach, VA 23455
- 5841 Burston Station Road  
Virginia Beach, VA 23455
- 1020 Finney Circle  
Virginia Beach, VA 23455
- 1012 Finney Circle  
Virginia Beach, VA 23455
- Private Right Away  
City of Virginia Beach, VA 23455

### Project Summary

Tranquility at the Lakes is a new construction low-rise multifamily development, comprised of 38 units located in Virginia Beach, VA. Virginia Beach Community Development Corporation plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking certification under the ENERGY STAR Multifamily New Construction Program V1 (ESMFNC). This level of certification requires the project to have a maximum HERS index in compliance with the ESMFNC floating target HERS score and completion of all ENERGY STAR required checklists. The project is also seeking Earthcraft Gold level certification, requiring 150+ points on the Earthcraft Multifamily Workbook. Colin Arnold of Arnold Design Studio is the primary architect contact for the project.

### DOE ZERH Modeling

With the below scope, all units are currently meeting the unit specific Zero Energy Ready House Modeling goals. Certification under this program requires all models to meet specific targets and all checklist items be completed.

### Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.1 based on the proposed scope and plans provided by the project team dated February 4, 2021. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 53, meeting the Energy Star unit specific target. The following outlines the scope as it is currently modeled.

### Enclosure:

- R-10 Grade II slab insulation
- R-21 Grade I Batt insulation in exterior walls, R-19 spray foam in rim/band
- R-13 Grade I cavity insulation in party walls and adiabatic ceilings/floors
- R-49 Grade I batt insulation in attic



- 0.14 U-Value for opaque doors
- 0.32 U-Value/0.27 SHGC windows & glass doors

Mechanicals:

- SEER 19, HSPF 10.2, 12k mini-split
- 0.93 UEF storage electric water heaters, 40 gallon
- 5 ACH<sub>50</sub> for infiltration threshold/blower door test
- 4% duct leakage to the outside, 8% total duct leakage
- All ducts within conditioned space and insulated to R-6
- Renewaire ERV providing fresh air

Lights & Appliances:

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

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

Sincerely,

A handwritten signature in black ink that reads 'Katy Maher'. The signature is fluid and cursive, with the first name 'Katy' and last name 'Maher' clearly distinguishable.

Katy Maher  
*Project Manager, Viridiant*



Project Name: Tranquility at the Lakes II  
Construction Type: New Construction  
Energy Efficiency Path: Energy Star

Unit Type	Quantity	HERS
1 BR Type X- Bottom	8	52
1BR Type X- Top/mid	20	53
1BR Type Y- Bottom	2	52
1BR Type Y- Top/mid	2	53
2BR Type Z- Bottom	2	52
2BR Type Z- Top/mid	4	53
<b>Projected Project HERS - Weighted Average</b>		<b>53</b>

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: 2430236

## HERS® Index Score:

# 52

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

## Annual Savings

# \$604

\*Relative to an average U.S. home

## Home:

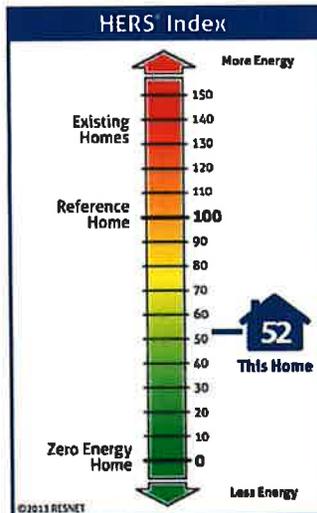
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.0

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type: Apartment, end unit  
Model: N/A  
Community: N/A  
Conditioned Floor Area: 580 ft<sup>2</sup>  
Number of Bedrooms: 1  
Primary Heating System: Air Source Heat Pump • Electric • 10.2 HSPF  
Primary Cooling System: Air Source Heat Pump • Electric • 13 SEER  
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF  
House Tightness: 5 ACH<sub>50</sub>  
Ventilation: 40 CFM • 4.2 Watts  
Duct Leakage to Outside: 4 CFM<sub>25</sub> / 100 ft'  
Above Grade Walls: R-21  
Ceiling: Adiabatic, R-13  
Window Type: U-Value: 0.32, SHGC: 0.27  
Foundation Walls: N/A  
Framed Floor: N/A

## Rating Completed by:

Energy Rater: Katy Maher  
ESNET ID: 2430236

Rating Company: Viridian  
143 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: 3LMpJ3e2

## HERS® Index Score:

# 51

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

## Annual Savings

# \$630

\*Relative to an average U.S. home

## Home:

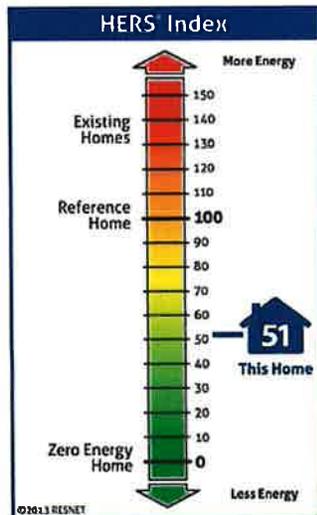
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	580 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



Ekotrope RATER - Version:4.0.1.3117

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

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: wdkAqN12

## HERS® Index Score:

# 52

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

## Annual Savings

# \$690

\*Relative to an average U.S. home

## Home:

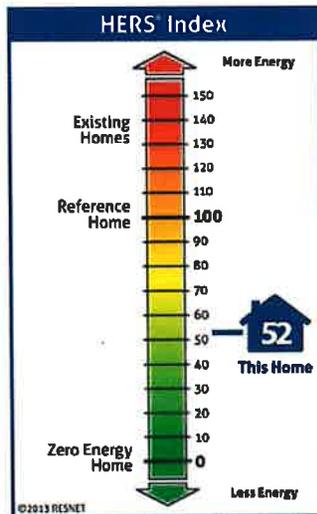
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	727 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



Ekotrope RATER - Version:4.0.1.3117

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

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: ILX6nq9v

## HERS® Index Score:

# 50

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

## Annual Savings

# \$713

\*Relative to an average U.S. home

## Home:

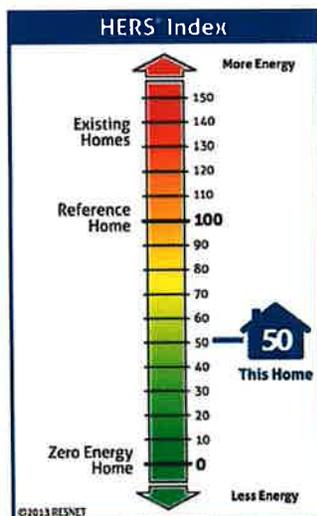
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	727 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



Ekotrope RATER - Version:4.0.1.3117

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

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: Od4DBJrd

## HERS® Index Score:

# 52

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

## Annual Savings

# \$732

\*Relative to an average U.S. home

## Home:

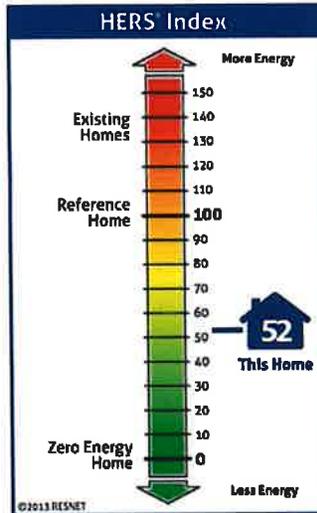
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



### Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	920 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

### Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridian  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridian  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: 3LMp3qK2

## HERS® Index Score:

# 49

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

## Annual Savings

# \$784

\*Relative to an average U.S. home

## Home:

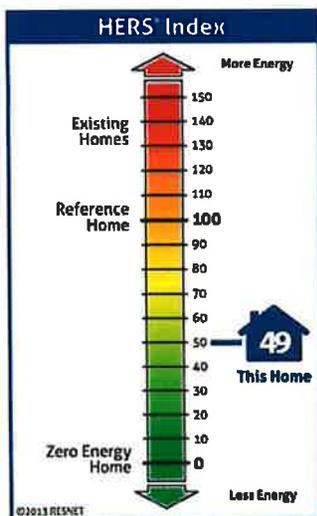
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	920 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM





### Additional ZERH Requirements

In addition to meeting the ZERH target HERS index, programmatic requirements must also be met. The table summarizes programmatic requirements that are a change from the current proposed scope. Indoor AirPlus is a requirement of the ZERH program as well.

ZERH Requirements	Change From Initial Scope?
Meet the Required ZERH HERS threshold Score	N
Certified under ENERGY STAR Qualified Homes Program Version 3, 3.1, or 3.2	N
Fenestration shall meet or exceed ENERGY STAR requirements	Y
Duct Systems located within the Homes Thermal boundary or optimized as follows - Ducts are located in a vented attic with all of the following characteristics: i. In Moist climates (Zones 1A, 2A, 3A, 4A, 5A, 6A and 7A per 2015 IECC Figure R301.1) and Marine climates (all "C" Zones per 2015 IECC Figure R301.1), minimum R-8 duct insulation with an additional minimum 1.5" of closed-cell spray foam insulation encapsulating the ducts; duct leakage to outdoors $\leq$ 3 CFM25 per 100 ft <sup>2</sup> of conditioned floor area (in addition to meeting total duct leakage requirements from Section 4.1 of the ENERGY STAR HVAC Rater checklist); and ductwork buried under at least 2" of blown-in insulation.	Y
HVAC system is located within the home's Thermal boundary	N
Hot Water delivery systems shall meet efficient design requirements: To minimize water wasted while waiting for hot water, the hot water distribution system shall store no more than 0.5 gallons (1.9 liters) of water in any piping/manifold between the hot water source and any hot water fixture.  <b>OR</b>  Water heaters and fixtures in single family homes and in multifamily dwellings with their own independent water heater meet the following efficiency criteria: a. Gas water heaters, if present, shall have an Energy Factor $\geq$ 0.90 or a Uniform Energy Factor $\geq$ 0.87 b. Electric water heaters, if present, shall have an Energy Factor $\geq$ 2.2 or a Uniform Energy Factor $\geq$ 2.2 c. All showerheads and bathroom sink faucets shall be WaterSense labeled. d. The hot water distribution system shall store no more than 1.2 gallons between the hot water source and the furthest fixture. This shall be verified by either 1) a calculation using the piping or tubing interior diameter and the system length based on plans, or 2) by a field verification test, using the protocol described in Endnote 15, which demonstrates a minimum temperature rise of 10 °F by the time 1.4 gallons of water is delivered to the furthest hot water fixture.	Y
All installed refrigerators, dishwashers, and clothes washers are ENERGY STAR certified	N
80% of lighting fixtures are ENERGY STAR qualified or ENERGY STAR lamps (bulbs) in minimum 80% of sockets	Y
All installed bathroom ventilation and ceiling fans are ENERGY STAR qualified	N



Certified under EPA Indoor airPLUS	Y
Provisions of the DOE Zero Energy Ready Home PV-Ready Checklist are Completed	Y

EPA Indoor airPLUS Requirements	Change From Initial Scope?
ENERGY STAR Version 3 (or 3.1, 3.2) Program Requirements must be followed and the home shall be ENERGY STAR certified in conjunction with Indoor airPLUS qualification.	N
Drain or sump pump installed in basements and crawlspaces. In EPA Radon Zone 1, check valve also installed.	N
Layer of aggregate or sand (4 in.) with geotextile matting installed below slabs AND radon techniques used in EPA Radon Zone 1.	N
Basements/crawlspaces insulated, sealed and conditioned	N
Protection from water splash damage if no gutters	N
Supply piping in exterior walls insulated with pipe wrap.	N
Hard-surface flooring in kitchens, baths, entry, laundry, and utility rooms.	Y
Radon-resistant features installed in Radon Zone 1 homes in accordance with Construction Specification 2.1.	N
Corrosion-proof rodent/bird screens installed at all openings that cannot be fully sealed. (Not required for clothes dryer vents.)	N
Equipment selected to keep relative humidity < 60% in "Warm-Humid" climates - Exception for climate zone 4	N
Duct systems protected from construction debris AND no building cavities used as air supplies or returns	N
No air-handling equipment or ductwork installed in garage	N
Clothes dryers vented to the outdoors or plumbed to a drain according to manufacturer's instructions.	N
Central forced-air HVAC system(s) have minimum MERV 8 filter AND no ozone generators in home. Temporary filter installed to protect unit from construction dust.	N
Emissions standards met for fuel-burning and space-heating appliances.	N
CO alarms installed in each sleeping zone (e.g., common hallway) according to NFPA 720.	Y
Multifamily buildings: Smoking restrictions implemented AND ETS transfer pathways minimized.	Y
Attached garages: Door closer installed on all connecting doors.	N
Attached garages: In homes with exhaust-only whole-house ventilation EITHER 70 cfm exhaust fan installed in garage OR Pressure test conducted to verify the effectiveness of the garage-to-house air barrier	N



All composite wood products certified low-emission. See spec.	Y
Interior paints and finishes certified low-emission. See spec	Y
Carpet, carpet adhesives, and carpet cushion certified low-emission. See spec.	Y
HVAC system and ductwork verified to be dry and clean AND new filter installed	N
Home ventilated before occupancy.	Y
Equipment manuals, Indoor airPLUS label, and certificate provided for owner/occupant	Y

DOE Zero Energy Ready Home PV-Ready Checklist	Change From Initial Scope?
Designate a proposed array location and square footage on architectural diagram:	Y
Identify orientation (Azimuth) of proposed array location:	Y
Identify Inclination of proposed array location	Y
Provide code-compliant documentation of the maximum allowable dead load and live load ratings of the existing roof; recommended: allowable dead load rating can support an additional 6 lbs/sq. ft. for future solar system	Y
Provide architectural drawing of solar PV system components. (RERHPV Guide 3.5) Alternative: Provide home buyer with the following information: Ø List of renewable-ready features Ø Available free roof area within +/- 45° of true south Ø Location of panel or blocking for future mounting of PV system components Ø Location of Breaker or slot for future breaker in electrical service panel Ø Copy of the PV-Ready Checklist Ø A copy of the RERH Solar PV Specification G	Y
Install a 1" metal conduit for the DC wire run from the designated array location to the designated inverter location (cap and label both end	Y
2) Install a 1" metal conduit from designated inverter location to electrical service panel (cap and label both e	Y
.3) Install and label a 4' x 4' plywood panel area for mounting an inverter and balance of system components. (RERHPV Guide 3.1) Alternative: Blocking is permitted to be used as an alternative to the 4' x 4' panel. The area designated for the future panel to mount PV components shall be clearly noted in the system documentation.	Y
Install a 70-amp dual pole circuit breaker in the electrical service panel for use by the PV system (label the service panel) (RERHPV Guide 3.4) Alternative: Provide a labeled slot for a double-pole breaker in the electrical	Y

# **Tab G:**

Zoning Certification Letter (MANDATORY)



# City of Virginia Beach

[VBgov.com](http://VBgov.com)

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT  
Phone: (757)385-4621  
Fax: (757) 385-5667

2875 Sabre Street, Suite 500  
Virginia Beach, VA 23452

**DATE:** 3/10/2023

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

**RE:** ZONING CERTIFICATION

Name of Development:

Tranquility at the Lakes II

Name of Owner/Applicant:

SUL Tranquility at the Lakes II, LLC.

Name of Seller/Current Owner:

City of Virginia Beach

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

## DEVELOPMENT DESCRIPTION:

Development Address:

5837 Burton Station Road; 1012 Finney Circle; 1020 Finney Circle; 5841 Burton Station Road; and Finney Circle 30ft Private Right of Way  
Virginia Beach, Virginia 23455

Legal Description:

GPINS: 1458-88-2715; 1458-88-2897; 1458-89-3052; 1458-89-2090; and 1458-89-2065. Please see attached full legal descriptions.

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>38</u>	# Units	<u>1</u>	# Buildings	<u>36,216.244</u>	Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:		# Units		# Buildings		Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:		# Units		# Buildings		Total Floor Area Sq. Ft.

## Zoning Certification, cont'd

Current Zoning: R-5D Residential allowing a density  
Of \_\_\_units per acre, and the following other applicable conditions:

Zoning density is determined by the approved Conditional Use Permit (CUP) for Housing for Seniors and Disabled.

Other Descriptive Information:

New construction of 38- unit senior housing development available to households at 40%, 50%, and 60% of the area median income.

### LOCAL CERTIFICATION:

Check one of the following as appropriate:

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

  
\_\_\_\_\_  
Signature

Hannah Sabo  
\_\_\_\_\_  
Printed Name

Zoning Administrator  
\_\_\_\_\_  
Title of Local Official or Civil Engineer

757-385-8548  
\_\_\_\_\_  
Phone:

3/10/2023  
\_\_\_\_\_  
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 call the Tax Credit Allocation Department at (804) 343-5518.

Parcel 1: 1012 Finney Circle GPIN 1458-88-2715

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INST. #20130102000003920 INST. #20121221001461910 1458-88-2715-0000" and further designated as "RESIDUAL AREA OF GPIN 1458-88-2715," as shown on that certain plat entitled: "PLAT SHOWING RIGHT OF WAY HEREBY ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated April 19, 2018 and revised through January 8, 2019, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Kay Z. Kesser by Deed dated December 18, 2012 and recorded in the aforesaid Clerk's Office as Instrument Number 20130102000003920.

Parcel 2: 1020 Finney Circle GPIN 1458-88-2897

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED BY THE CITY OF VIRGINIA BEACH AREA= 8,198 S.F. OR 0.1882 AC." and further designated as "RESIDUAL AREA TO BE ACQUIRED BY THE CITY OF VIRGINIA BEACH 8,198 SQUARE FEET 0.1882 ACRES," as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY AND PROPERTY TO BE ACQUIRED FROM ROBERT L. ELLIOTT & HELEN TYLER BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated January 11, 2011 and revised through September 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130927001160920, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach by deed from Robert L. Elliott and Helen Tyler dated September 18, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130930001163420.

IT FURTHER BEING a portion of the same property conveyed to the City of Virginia Beach by Deeds of Confirmation dated September 18, 2013 from Earl Littleton Elliott, Jr. recorded in the aforesaid Clerk's Office as Instrument Number 20160815000718630; from Romona S. Corprew as Instrument Number 20160809000693760; and from Adrian T. Elliott as Instrument Number 20160727000644160.

Parcel 3: 5837 Burton Station Road GPIN 1458-89-3052

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INSTRUMENT #20131017001240220 INSTR#20131016001232250(PLAT) 1458-89-3052" and further designated as "RESIDUAL AREA OF GPIN 1458-89-3052," as shown on that certain plat entitled: "PLAT SHOWING EASEMENTS TO BE ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1"= 40', dated August 29, 2016, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20180226000152270, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20161026000968630, 20160726000641970, and 20160805000683460.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA= 930 S.F. OR 0.0213 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 930 SQUARE FEET 0.0213 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Alphonso Elliott, Executor of the Estate of Martha Virginia Elliott by Deed dated October 9, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20131017001240220.

Parcel 4: 5841 Burton Station Road GPIN 1458-89-2090

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH D.B. 3617, PG. 652 D.B. 429, PG. 271 (PLAT) 1458-89-2090" and further designated as "RESIDUAL AREA OF GPIN 1458-89-2090 9,430 SQUARE FEET 0.2165 ACRES," as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY HEREBY ESTABLISHED AND EASEMENTS TO BE CONVEYED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated January 11, 2011, and revised through February 25, 2014, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20150204000104180, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160630000559760, 20160726000642000, and 20160627000547020.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED AREA= 750 S.F. OR 0.0172 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED 750 SQUARE FEET 0.0172 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott and Jennie A. Elliott, husband and wife, by Deed dated January 10, 1996 and recorded in the aforesaid Clerk's Office in Deed Book 3617, at page 652.

Parcel 5: Private Right of Way GPIN 1458-89-2065

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED AREA = 7,913 S.F. OR 0.1817 AC." and further designated as "RESIDUAL AREA TO BE ACQUIRED 7,913 SQUARE FEET 0.1817 ACRES," as shown on that certain plat entitled: "PLAT SHOWING PROPERTY TO BE ACQUIRED FROM GEORGE W. ELLIOTT BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated March 18, 2013 and revised through March 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130328000360010, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160412000297120, 20160804000675130, and 20160602000468670.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA = 450 S.F. OR 0.0103 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 450 SQUARE FEET 0.0103 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott by Deed dated April 4, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130423000463620.

# **Tab H:**

Attorney's Opinion (MANDATORY)

# WILLIAMS MULLEN

Direct Dial: 804.420.6585  
Inowlin@williamsmullen.com

March 16, 2023

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

RE: 2023 Tax Credit Reservation Request

Name of Development: Tranquility at the Lakes II  
Name of Owner: SUL Tranquility at the Lakes II, LLC

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 16, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies

such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.
6. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
7. The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

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

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

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

WILLIAMS MULLEN, A Professional Corporation

By:   
Name: Lauren D. Nowlin  
Its: Shareholder



Direct Dial: 804.420.6585  
lnowlin@williamsmullen.com

**Attorney's Opinion Letter**

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

**To**

March 16, 2023

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

**RE:** 2023 Tax Credit Reservation Request

~~Name of Development~~ \_\_\_\_\_

~~Name of Owner~~ \_\_\_\_\_

Name of Development: Tranquility at the Lakes II  
Name of Owner: SUL Tranquility at the Lakes II, LLC

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 16, 2023 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

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

~~9%-2023~~

including the selection of credit type implicit in such calculations.

- ~~3.~~ ~~3.~~ The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents ~~satisfies~~ exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline. ~~02/16/2023~~
6. ~~[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.
7. ~~[Delete if inapplicable]~~ The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.

~~8. [Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~9. [Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

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

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

**This opinion was not prepared in accordance with the requirements of Treasury**

March 16, 2023

Page 3

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

WILLIAMS MULLEN, A Professional Corporation



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

Name: Lauren D. Nowlin

By \_\_\_\_\_

Its \_\_\_\_\_

Shareholder

Title \_\_\_\_\_

102166215.2

# 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)

## Appendices continued

### Nonprofit Questionnaire

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

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

#### 1. General Information

- a. Name of development Tranquility at the Lakes II
- b. Name of owner/applicant SUL Tranquility Lakes II, LLC
- c. Name of nonprofit entity Virginia Beach Community Development Corporation
- d. Address of principal place of business of nonprofit entity  
2400 Potters Road, Virginia Beach, VA 23454

Indicate funding sources and amount used to pay for office space

VBCDC rental and other income is used to pay for office space. VBCDC's mortgage is through TowneBank and VBCDC's office occupancy expenses are budgeted at \$100,418 for the current fiscal year.

- e. Tax exempt status  501(c)(3)  501(c)(4)  501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) September 1985  
Evidenced by the following documentation The date is supported by the Articles of Incorporation and the State Corporation Commission Certificate of Incorporation along with the Bylaws adopted by the VBCDC Board of Directors and approved by City Council.
- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) August 1987 - please see attached determination letter
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) To provide affordable housing opportunities for low and moderate income individuals and families
- i. Expected life (in years) of nonprofit in perpetuity - greater than 100 years

## Appendices continued

- j. Explain the anticipated future activities of the nonprofit over the next five years:  
VBCDC's 5 year strategic plan focuses on expanding affordable housing and services for low and moderate income individuals and families and special populations.
- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 33  
How many part time, paid staff members? 0  
Describe the duties of all staff members:  
Please see attached list of duties for staff members.
- l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?  
 YES  NO If yes, explain in detail:
- m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?  
VBCDC has approximately 13 volunteers during any given fiscal year.
- n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.  
VBCDC receives funding for capital projects and operations from rental income, grant sources and private donations. Funders include the City of Virginia Beach, US Department of HUD, Virginia Housing, Virginia Department of Housing and Community Development, US Department of Veterans Affairs, the United Way of South Hampton Roads, foundation grants and private donations.
- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses Please find attached the Board of Directors list for VBCDC.

## Appendices continued

### 2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_  
The City of Virginia Beach identified a need for an organization to provide affordable housing in the City. The  
City of Virginia Beach created VBCDC to provide housing opportunities for low and moderate income households  
and assist the City with neighborhood revitalization.
- b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local  
housing authority?  
 YES  NO If yes, explain in detail: All Board members are appointed by the Virginia Beach City  
Council.
- c. Has any for profit organization or local housing authority (including the Owner of the  
Development, joint venture partner, or any individual or entity directly or indirectly related to  
such Owner) appointed any directors to the governing board of the nonprofit?  
 YES  NO If yes, explain in detail: \_\_\_\_\_
- d. Does any for-profit organization or local housing authority have the right to make such  
appointments?  
 YES  NO If yes, explain in detail: \_\_\_\_\_
- e. Does any for profit organization or local housing authority have any other affiliation with the  
nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to  
exercise any other type of control?  
 YES  NO If yes, explain in detail: \_\_\_\_\_
- f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being  
included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?  
 YES  NO

## Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) VBCDC has a 38+ year history of developing affordable housing for low and moderate income individuals and families. VBCDC's portfolio includes the development of 3 LIHTC projects one of which was developed by Second Act Communities, VBCDC's affiliate nonprofit, who fully merged into VBCDC in March 2021.

h. If you included in your answer to the previous question information concerning any related nonprofit, describe the date of legal formation thereof, the date of IRS 501(c)(3) or 501(c)(4) status, its expected life, its charitable purposes and its relationship to the non-profit. Please see attached explanation for related non-profit. SAC fully merged into VBCDC in March 2021.

### 3. Nonprofit Involvement

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

YES     NO

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

YES     NO

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

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest VBCDC owns a 65% ownership interest in the managing member/general partner entity, SUL Tranquility

Lakes II Manager LLC and a 65% ownership interest in the owner entity, SUL Tranquility Lakes II, LLC.

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

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

See TAB A for the Schedule A - Membership Interest Section of the Operating Agreement for SUL Tranquility Lakes II LLC.

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

## Appendices continued

- c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?  YES  NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?  
VBCDC's non-profit co-development partner, Seniors Unlimited Lifestyles Inc. will have the right of first refusal to purchase the development at the end of the compliance period. The ROFR is under Article XI. N in the Operating Agreement.

- Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured: VBCDC's non-profit co-development partner, Seniors Unlimited Lifestyles Inc., will have the Right of First Refusal at the end of the compliance period. The ROFR is referenced under Article XI. N in the Operating Agreement.

- d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

YES  NO If yes,

- (i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

VBCDC will oversee construction activities and will provide property management and maintenance of the development.

- (ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

VBCDC will have controlling interest in the managing general member entity throughout that credit period.

VBCDC will provide oversight, management, and maintenance of the properties.

- (iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture?  YES  NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

CFO 150 hours - review financials/facilitate audit; Finance Mgr 150 hours - reports/reconciliation; Sr. Prop

Mgr 150 hours - ongoing compliance, Property Mgr 150 hours - lease administration; Director Asset Mgt 200 hrs- maintenance activities, replacements, unit turnovers, 90 hours - CEO oversight

## Appendices continued

e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member?

Housing needs study? Third party consultant? Other?

This project was conceived by the Founder of Seniors Unlimited Lifestyles Inc. (SULI) in response to growing demand for housing for low-income seniors. This concept recieved support from the locality and the Burton Station Neighborhood. Tranquility at the Lakes II is developed and modeled after Tranquility at the Lakes I which opened its doors 7 years ago and maintains a consistent wait list of seniors in need of affordable rental housing.

f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:

The project is a co-development project between two non-profits. VBCDC has a 65% interest and SULI has 35% interest in SUL Tranquility Lakes II Manager (managing general member) and VBCDC has 65% interest and SULI has 35% interest in SUL Tranquility Lakes II (owner entity).

g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

The project is a co-development project between two non-profits. VBCDC is the majority partner with decision making authority. VBCDC will provide construction oversight, property management and maintenance. VBCDC will oversee voluntary supportive services provided by Seniors Unlimited Lifestyles Inc (SULI).

h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes,

(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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(ii) Explain how this relationship was established. For example, did the nonprofit solicit proposals from several for-profits? Did the for-profit contact the nonprofit and offer the services?

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## Appendices continued

i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  YES  NO If yes, explain the amount and source of the funds for such payments.

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j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner?  YES  NO If yes, explain in detail the amount and timing of such payments.

The co-development agreement calls for the developer fee to be split between both non-profit organizations.

Upon receipt of any developer fee, the fee will be split between VBCDC and SULI as called for in the agreement.

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k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES  NO If yes, explain:

The co-development agreement calls for excess cash flow to be split between both non-profit organizations, if excess cash flow exists, the cash flow will be split between Virginia Beach Community Development Corporation and Seniors Unlimited Lifestyles Inc. as called for in the agreement.

l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES  NO If yes, explain:

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## Appendices continued

m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

None.

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n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development?  YES  NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

VBCDC and SULI are co-developers of this project. VBCDC intends to contract with SULI to provide voluntary support services for residents. A fee of up to \$25,000 is included in development's annual operating budget for provision of services. VBCDC will be entitled to a portion of the fee for supervision of services and SULI will be entitled to a portion to provide direct voluntary services through a contractual arrangement or MOU which is to be developed.

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#### 4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

b. Define the nonprofit's geographic target area or population to be served:

VBCDC provides housing and supportive services in the Hampton Roads region. Most of VBCDC's housing is located within the City of Virginia Beach; however VBCDC provides services in the Hampton Roads region on the southside as well as on the peninsula. Target population is low and moderate income individuals and families.

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c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  YES  NO

If yes, or no, explain nature, extent and duration of any service:

VBCDC has over 35 years of experience developing, managing, and maintaining housing, and providing services for low income individuals and families including low income seniors, persons with disabilities, homeless, and high acuity, vulnerable veterans.

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## Appendices continued

- d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain  
VBCDC incorporates feedback from surveys from its residents and program participants and includes tenant and program participant input into its strategic plans. Depending upon the development, VBCDC may include program beneficiaries as part of the design team and may incorporate feedback from surrounding neighborhoods and low income beneficiaries in the design of housing projects and/or programs.
- e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?  
 YES  NO
- f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?  
 YES  NO If yes, explain:  
VBCDC receives funding from HUD, Veterans Affairs, City of Virginia Beach, United Way of South Hampton Roads and other private donors and financial institutions such as Wells Fargo. Funds are used to support housing and program operations serving low income beneficiaries.
- g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  YES  NO  
If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:  
VBCDC's co-development partner, Seniors Unlimited Lifestyles Inc, conducted outreach and obtained signatures of 30 Burton Station Civic League members on January 29, 2020 showing support of Tranquility at the Lakes II development.
- h. Are at least 33% of the members of the board of directors representatives of the community being served?  YES  NO If yes,  
(i) Low-income residents of the community?  YES  NO  
(ii) Elected representatives of low-income neighborhood organizations?  YES  NO
- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?  
 YES  NO

## Appendices continued

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  YES  NO If yes, explain the meeting schedule:

VBCDC's Board of Directors meets on the fourth Wednesday of every month and its schedule is posted on its website as well as on the City of Virginia Beach's website for public meetings.

k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  YES  NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  YES  NO If yes, explain in detail:

VBCDC receives funding from the City of Virginia Beach in the form of HOME and CDBG Funding. VBCDC also receives funding through the City of Virginia Beach Department of Human Services to support housing programs for consumers of the Human Services Department.

m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES  NO If yes, explain:

n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  YES  NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

## Appendices continued

o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  YES  NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

Citywide Homes 2001 Limited Partnership, Virginia Beach, VA/March 2001 LIHTC application/still in operation.

Cedar Grove 2011, LP, Virginia Beach, VA/ July 2011 LIHTC application/still in operation.

Cypress Landing, LLC, Chesapeake, VA/ March 2015/still in operation.

p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  YES  NO If yes, explain:

This project recieved an allocation of LIHTC credits in the March 2022 round.

q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES  NO If yes, explain:

This project received an allocation of LIHTC credits in the March 2022 round.

r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES  NO If yes, explain the need identified:

s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES  NO If yes, explain the plan:

# Appendices continued

## 5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date March 13, 2023

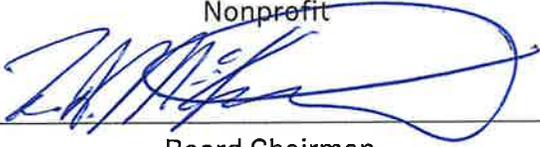
Owner/Applicant SUL Tranquility Lake II, LLC, A Virginia limited liability company

By See attached Signature Page

Its \_\_\_\_\_  
Title

Date \_\_\_\_\_

Virginia Beach Community Development Corporation

By   
Nonprofit  
Board Chairman

By   
Executive Director

**Signature Block and Notary Acknowledgement for  
SUL TRANQUILITY LAKES II, LLC**

SUL TRANQUILITY LAKES II, LLC,  
a Virginia limited liability company

By: SUL Tranquility Lakes II Manager, LLC,  
a Virginia limited liability company,  
its Managing Member

By: Virginia Beach Community Development  
Corporation, a Virginia nonstock  
corporation, its Co-Managing Member

By:  \_\_\_\_\_ (SEAL)  
Name: Jessica Guglielmo  
Title: President and CEO

VBCDC NPQ for Tranquility at the Lakes II Attached Response  
1. General Information (pg.1)-Attached Evidence of Legal Nonprofit Formation

**ARTICLES OF INCORPORATION**  
**OF**  
**VIRGINIA BEACH COMMUNITY DEVELOPMENT CORPORATION**

We, the undersigned, hereby associate ourselves for the purpose of forming a nonstock corporation pursuant to provisions of Chapter 2 of Title 13.1 of the Code of Virginia 1950 as amended, and to that end, set forth the following:

**ARTICLE I**

The name of the Corporation shall be **VIRGINIA BEACH COMMUNITY DEVELOPMENT CORPORATION.**

**ARTICLE II**

The purposes for which the Corporation is formed are as follows:

(a) To expand and improve housing opportunities for low and moderate income households in Virginia Beach, both by preserving and renovating existing structures, and by providing financial services, which shall include making grants, granting loans, whether or not secured, obtaining financing from others, and acting as guarantor on loans from others. The charges for such housing and services shall be on a non-profit basis.

(b) To cooperate with federal, state and local agencies, private organizations, and community groups in developing programs designed to meet the needs of low and moderate income housing and to assist the residents of Virginia Beach in the utilization of all available resources to meet their needs.

(c) The Corporation is irrevocably dedicated to, and operated for, non-profit, charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

### ARTICLE III

The Corporation shall have one class of members. The members of this Corporation shall consist of the persons hereinafter named as directors and such other persons or organizations as may from time to time hereafter be selected by the Board of Directors.

The voting powers, rights and interests of all members shall be equal. Each member shall be entitled to one vote on any and all questions coming before the members. Every member of the Corporation entitled to vote at any meeting of the members, may be represented and vote by proxy. A certificate of membership shall be issued to each member. No membership shall be transferable.

Any member who shall fail to comply with the requirements of the Bylaws, or the rules and regulations made pursuant thereto, shall forfeit his membership and any and all rights and interests in this Corporation.

### ARTICLE IV

The number of directors constituting the initial Board of Directors shall be seven, and they shall be designated in the following manner: the Virginia Beach Community Development Citizens Advisory Committee shall appoint one member incorporator; the City Council of Virginia Beach shall appoint one member incorporator; the two members thus appointed shall appoint a third member incorporator. The initial incorporators shall appoint seven directors as the initial Board of Directors.

who shall serve until the first annual meeting. The Directors to be elected at the first annual meeting shall be divided into three categories; two directors shall be appointed for a term of one year; two directors shall be appointed for a term of two years; and three directors shall be appointed for a term of three years. Thereafter, all Directors shall be elected for three-year terms. The officers of the Corporation, as provided by the Bylaws of the Corporation, shall be elected by the Directors in the manner therein set out, and shall serve until their successors have been elected and qualified. The Board of Directors shall adopt the Bylaws of the Corporation at any regular or special meeting called for that purpose.

#### ARTICLE V

The address of the initial registered office of the Corporation is Suite 1612, First Virginia Bank Tower, 101 St. Paul's Blvd., Norfolk, Virginia 23510. The name of the initial registered agent is William P. Robinson, Jr. who is a resident of Virginia and a member of the Virginia State Bar and whose business address is Suite 1612, First Virginia Bank Tower, 101 St. Paul's Blvd., Norfolk, Virginia 23510. The registered office is located in the City of Norfolk.

#### ARTICLE VI

The duration of the Corporation shall be perpetual.

#### ARTICLE VII

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, and other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, this Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Notwithstanding any other provision of these Articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

ARTICLE VIII

The initial Board of Directors of the Corporation shall consist of seven members. The names and addresses of the initial Board of Directors are:

Sam Houston  
946 Oriole Drive  
Virginia Beach, VA. 23462

Charles M. Reynolds  
4504 Kelley Court  
Virginia Beach, VA. 23462

Mrs. Elizabeth F. McClane  
4344 N. Witchduck Road  
Virginia Beach, VA. 23455

Wylie R. Cooke, Jr.  
547 Susan Constant Drive  
Virginia Beach, VA. 23451

H.L. Robinson  
1070 Clear Spring Lane  
Virginia Beach, VA. 23462

James E. Lindsey, Sr.  
865 Newtown Road  
Virginia Beach, VA. 23462

Curtis G. Maddox  
3948 W. Colonial Parkway  
Virginia Beach, VA. 23452

ARTICLE IX

The members of the Board of Directors of the Corporation shall not be subject to the payment of Corporate debts to any extent whatsoever.

ARTICLE X

The Board of Directors of said Corporation shall have power from time to time to make such by-laws as they shall deem proper for the management of the affairs of said Corporation, to be binding on all Directors of the Corporation. The by-laws may be amended from time to time in accordance with the provisions contained therein.

ARTICLE XI

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) in such manner as the Board shall decide; provided that any such assets that have been received by the Corporation from the City of Virginia Beach shall be returned to the City for final disposition in a manner

as determined by law. Any of such assets not so disposed of shall be disposed of by the Circuit Court of the district in which the principal office of the corporation is located, exclusively for such purposes or to such organization or to such organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XI

The Corporation shall have and exercise all powers which are consistent with the Code of Virginia and with its purpose as a charitable corporation, to do everything and anything reasonably and lawfully necessary, proper, and suitable, or convenient for the achievement of the purposes above stated.

GIVEN under our hands this 31 day of July, 1985.

  
\_\_\_\_\_  
Carl M. Reynolds  
\_\_\_\_\_  
\_\_\_\_\_

275822

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

RICHMOND, September 13, 1965

The accompanying articles having been delivered to the State Corporation Commission on behalf of

**VIRGINIA BEACH COMMUNITY DEVELOPMENT CORPORATION**

and the Commission having found that the articles comply with the requirements of law and that all required fees have been paid, it is

**ORDERED** that this **CERTIFICATE OF INCORPORATION**

be issued, and that this order, together with the articles, be admitted to record in this office of the Commission; and that the corporation have the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

Upon the completion of such recordation, this order and the articles shall be forwarded for recordation in the office of the Clerk of the Circuit Court, City of Norfolk .

STATE CORPORATION COMMISSION

By Thomas P. Harwood, Jr.  
Commissioner

330188

2/12

BYLAWS  
OF  
VIRGINIA BEACH COMMUNITY DEVELOPMENT CORPORATION

ARTICLE I  
NAME, OFFICE AND SEAL

Section 1. The name of the corporation shall be Virginia Beach Community Development Corporation.

Section 2. The principal office of the corporation shall be located in the City of Virginia Beach, Virginia. The corporation may also have offices at such other places within the State as the Board of Directors may from time to time determine or as the business of the corporation shall have inscribed.

Section 3. The corporate seal of the corporation shall have inscribed thereon the name of the corporation, the year of its incorporation and the words "Corporate Seal" and Virginia Beach Community Development Corporation.

Approved by City Council November 18, 1985  
Approved by VBCDC Board of Directors  
October 1, 1986  
Approved by City Council October 20, 1986  
Amended Pursuant to City Council Resolution  
May 21, 1990

ARTICLE II  
PURPOSES

- (a) To expand and improve opportunities for low and moderate income households in Virginia Beach, both by preserving and renovating existing structures, and by providing financial services, which shall include making grants, granting loans, whether or not secured, obtaining financing from others, and acting as guarantor on loans from others. The charges for such housing and services shall be on a non-profit basis.
- (b) To cooperate with federal, state and local agencies, private organizations, and community groups in developing programs designed to meet the needs of low and moderate income housing and to assist the residents of Virginia Beach in the utilization of all available resources to meet their needs.
- (c) The Corporation is irrevocably dedicated to, and operated for, non-profit, charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE III  
DIRECTORS

Section 1. Management. The business and affairs of the corporation shall be managed by a Board of eleven (11) directors.

Section 2. Composition. The Board shall be composed of eleven (11) directors who shall be appointed by the City Council of the City of Virginia Beach. The Board shall serve until their appointed terms expire.

Section 3. Term. The seven (7) directors serving on the Board as of June 1, 1990 shall serve until the expiration of the terms for which they were appointed. Two of the directors appointed on May 29, 1990 shall serve until December 31, 1992; the third director appointed on May 29, 1990 shall serve until December 31, 1993 and the one ex-officio director appointed to the Board as a voting member on May 29, 1990 shall serve until December 31, 1991. Thereafter, all directors shall be appointed for a term of four (4) years. No director may serve more than ten (10) successive years.

Section 4. Vacancies and Removals. A vacancy on the Board caused by the death, resignation, removal or incapacitation of a director shall be filled only for the unexpired term of the position vacant or until the following June 30, whichever shall first occur. Vacancies shall be filled upon appointment by the City Council. Absence by any director at three consecutive regular Board meetings, unless otherwise excused, shall constitute cause for removal from the Board. Directors shall serve at the pleasure of City Council.

Section 5. Resignation. A director may resign at any time, giving written or oral notice to the Board, the President, or the Secretary/Treasurer of the corporation. Unless otherwise specified

in the notice, the resignation shall take effect upon receipt thereof and the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE IV  
MEETINGS, NOTICE, QUORUM AND POWERS

Section 1. Meetings, Notice. Meetings of the Board of Directors shall be called by the President and may be held at the office of the corporation or at such other place as may be designated in the notice calling the meeting. At least six (6) regular meetings must be held each year.

Special meetings of the Board of Directors may be called by any two (2) officers or on the written request of a majority of the directors. No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting. Notice shall be given to each director at least forty-eight hours before the meeting at his/her residence or business address by delivering, telephoning or telegraphing notice to him/her.

The annual meeting of the corporation shall be held in June of every year.

The Secretary/Treasurer shall cause to be mailed to every director in good standing at his/her address as it appears on the membership roll book of the corporation a notice stating the time and place of all regular meetings at least seven (7) days prior thereto.

Section 2. Waiver of Notice. Either before or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him/her of notice of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3. Quorum. At all meetings of the Board of Directors, six (6) members of the Board of Directors shall be present to constitute a quorum for the transaction of business, and the affirmative vote of six (6) of the directors present at a meeting at which a quorum is present shall be the acts of the Board except as otherwise provided by law or within these bylaws. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting to a fixed time and place, and notice of the rescheduled meeting shall be required.

Section 4. General Powers. The Board of Directors shall elect a President, Vice-President, a Secretary/Treasurer, and all officers of the corporation. In addition to the powers and authorities expressly conferred upon them by these bylaws, the Board may exercise all powers of the corporation and may do all such acts and things as are not by statute or by these bylaws prohibited.

Section 5. Action of the Board. Unless otherwise required by law, an affirmative vote of six (6) of the directors present at the time of the vote, if a quorum is present at such time shall be the act of the Board. Each director shall have one vote.

Section 6. Consent. If a majority of the directors shall severally or collectively consent in writing to any action to be taken by the corporation, such action shall be a valid corporate action upon ratification of the Board of Directors.

Section 7. Freedom of Information. The corporation shall comply with the Virginia Freedom of Information Act as referenced in Sec. 2.1-340 et seq. of the Code of Virginia.

#### ARTICLE V OFFICERS

Section 1. Number. The executive officers of the corporation shall be a President, a Vice-President, a Secretary/Treasurer, all of whom shall be elected by the Board of Directors. Any two of these officers, except those of President and Secretary/Treasurer may be filled by the same person. It shall be necessary for all officers to be directors of the corporation.

Section 2. Nomination. The President, at least thirty days prior to the annual meeting, shall appoint a Nominating Committee composed of three (3) directors to prepare a slate of candidates of directors and officers. Directors may make other nominations from the floor at the annual meeting provided the Board is furnished with a written statement of the nominee as to his/her willingness to serve.

Section 3. Election. The election of officers shall take place at the annual meeting of the Board of Directors.

Section 4. Term and Removal. The officers of the corporation shall hold office until their respective successors are chosen and have qualified. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever, in its judgement, the best interests of the corporation will be served thereby. If the office of any officer shall become vacant for any reason, the vacancy shall be filled by the Board of Directors for the balance of the unexpired term.

All agents and employees, other than officers elected by the Board of directors, shall hold office or employment at the discretion of the Board of Directors.

#### ARTICLE VI DUTIES OF OFFICERS

Section 1. President. The President of the corporation shall preside at all meetings of the Board and such meetings as may be designated by the Board of Directors and shall further discharge such functions as are ordinarily discharged by the President of the corporation. He/she shall have such other duties as may be directed by the Board of Directors.

Section 2. Vice President. The Vice President shall assume the duties of the President of the corporation in the absence of the President.

Section 3. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings. He/she shall have custody

of the seal of the corporation and affix to such documents as require attestation; he/she shall have charge of such of the books and papers as the Board of Directors may direct, all of which shall, at all reasonable times, be open to the examination of any director, upon reasonable notice to the Secretary/Treasurer; and he/she shall, in general, perform all the duties incident to the office of Secretary/Treasurer. He/she shall give notice as required by law or the bylaws of this corporation, of all meetings of the Board of Directors.

The Secretary/Treasurer shall have custody of the corporation's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation. He/she shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated.

#### ARTICLE VII COMMITTEES

Section 1. Appointment of Committees. The Board of Directors shall establish and appoint such standing and other committees as may be required from time to time. The duties and scope of committees shall be defined by the Board. Such committees shall be composed of one member of the Corporation to be an advisory person; however, this shall not preclude service on committees by nonmembers of the Corporation.

ARTICLE VII  
MISCELLANEOUS PROVISIONS

Section 1. Execution of Papers. Except as the Board of Directors may generally or in particular cases authorize, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts, and other obligations made, accepted and endorsed by the corporation shall be signed by the Executive Director, and by either the President, Vice President, or Secretary/Treasurer, unless otherwise authorized or designated by the vote of the Board of Directors.

Section 2. Fiscal Year. The fiscal year of the corporation shall end each June 30th.

Section 3. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such federally insured institutions as banks, savings and loan associations, trust companies or other depositories as the Board may from time to time select or as may be selected by any officer or employee of the corporation to whom such power may from time to time be delegated by the Board; and for the purpose of such deposit, any officer, or any employee to whom such power may be delegated by the Board, may endorse, assign and deliver checks, drafts and other orders for the payment of money which are payable to the order of the corporation.

Section 4. Acceptance of Gifts, Donations, etc. No gift, donation, bequest or subscription to the corporation shall be

deemed to have been accepted until acted upon affirmatively by the Board of Directors.

Section 5. Administrator (Executive Director). An Administrator shall be selected by the Board of Directors and shall perform the duties designated by the Board of Directors. He/she shall be responsible for the everyday and timely direction of the affairs of the corporation and with measures for the accomplishment of its purposes; recommend to the Board of Directors such proposals and matters as he/she may deem necessary or desirable; advise, cooperate with, and furnish information and assistance to all committees for the organization. The Administrator shall be an ex-officio member for all committees, with all rights and privileges except voting.

Section 6. Robert's Rules of Order. When questions arise about the meeting order, the latest edition of "A Handbook of Parliamentary Procedure", which is attached, will govern the procedure to be followed.

Section 7. Conflict of Interest. In the procurement of supplies, equipment, construction and services, the provisions of Section 570.611 of Title 24 Code of Federal Regulations and the State and Local Government Conflict of Interests Act contained in Chapter 40.1 of Title 2.1 of the Code of Virginia shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses and other private entities under eligible activities which authorize such assistance. The members

of the Virginia Beach Community Development Corporation and the Executive Director shall comply with the "ORDINANCE DESIGNATING CERTAIN APPOINTEES AND EMPLOYEES TO FILE A DISCLOSURE STATEMENT OF THEIR PERSONAL INTERESTS AND OTHER INFORMATION SPECIFIED ON THE FORM SET FORTH IN SECTION 2.1-639.15 OF THE CODE OF VIRGINIA" if City Council adopts said ordinance pursuant to Section 2.1-639.14A of the Code of Virginia.

Section 8. Compensation. No Director or Officer of the corporation shall be compensated for services rendered to the corporation. This in no way prohibits said directors or officers from being reimbursed for bonafide expenses in accordance with the Virginia Beach City Code.

#### ARTICLE IX INDEMNIFICATION

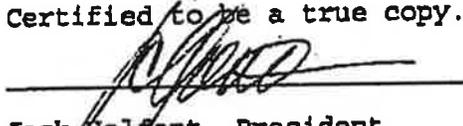
Every person now or hereafter a Director or officer of the corporation (and his/her heirs, executors, and administrators) shall be indemnified by the corporation against all costs and expenses, including all attorney's fees, imposed upon or reasonable incurred by him/her in connection with or resulting from any action, suit, proceeding or claim to which he/she is or may be made a party by reason of his/her being or having been a Director or officer of the corporation (whether or not a Director or officer at the time such costs or expenses are incurred by or imposed upon him/her) except in relation to matters as of which he/she shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the

performance of his/her duties as such Director or officer. Such right of indemnification shall not be deemed exclusive or any right to which he may be entitled under any other bylaw, agreement, or otherwise.

ARTICLE X  
AMENDMENTS

These bylaws may be altered, amended or replaced at any regular or special meeting of the Board of Directors by the vote of a majority of the directors in office at such meeting; but no alteration, amendment or repeal shall be made at a special meeting unless the notice of such meeting shall specify the proposed alteration, amendment or repeal as the purpose or one of the purposes of such meeting. Such amendments to these bylaws shall be subject to approval by the City Council.

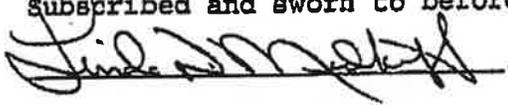
Certified to be a true copy.

  
\_\_\_\_\_  
Jack Helfant, President

Date 2/19/03

Virginia Beach Community Development Corporation

Subscribed and sworn to before me this 19<sup>th</sup> day of Feb., 2003.

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

My Commission Expires: 8-31-06

 **IRS** Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In rep refer to: 0248364843  
Nov. 26, 2010 LTR 4168C E0  
54-1378797 000000 00

00016395  
BODC: TE

VBCDC NPQ for Tranquility at the Lakes II Attached Response  
1. General Information- IRS 501 (c) 3 Letter

**RECEIVED**

NOV 30 2010

  
VIRGINIA BEACH COMMUNITY  
DEVELOPMENT CORPORATION  
2400 POTTERS ROAD  
VIRGINIA BEACH VA 23454-4377

**VBCDC**

020356

Employer Identification Number: 54-1378797  
Person to Contact: Ms. Osborne  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Nov. 16, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in August 1987.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

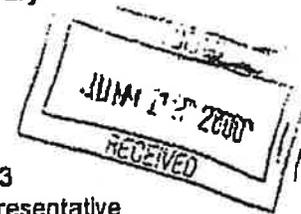
Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Internal Revenue Service

Department of the Treasury

P. O. Box 2508  
Cincinnati, OH 45201



Date: June 7, 2000

Virginia Beach Community Development Corporation  
629 Wesley Drive, Suite 101  
Virginia Beach, VA 23452-7403

Person to Contact:  
Robert Molloy 31-04023  
Customer Service Representative  
Toll Free Telephone Number:  
9:00 a.m. to 9:30 p.m. EST  
877-829-5500  
Fax Number:  
513-263-3756  
Federal Identification Number:  
54-1378797

Dear Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in August 1987 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Virginia Beach Community Development Corporation  
54-1378797

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code:

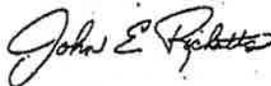
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



John E. Ricketts  
Director, TE/GE CAS

**VBCDC NPQ Attached Response – 1 - K. List of staff and duties**

**VBCDC Positions**

<b>Job Title</b>	<b>Classification</b>	<b># of Positions</b>	<b>Description</b>
President and CEO	Executive II	1	This position conducts the business of the corporation as described in the Articles of Incorporation and By-Laws. This position provides complete oversight to each business function.
Vice President and CFO	Executive I	1	This position is responsible for the execution of the corporate financial strategies and oversight of all financial matters for VBCDC.
Director, Family and Community Support Services	Director I	1	This position is responsible for monitoring and evaluating the Case Management program, coordinating Case Management services, and assisting neighbors with housing issues by coordinating services that are needed.
Director, Asset Management	Director I	1	The Director, Asset Management, is responsible for the overall operation of the Asset Management workgroup. This position oversees asset management and neighborhood services of VBCDC to increase the value of all properties. This position ensures that operations surpass industry standards.

Assistant Director Asset Management/Senior Property Manager	Manager II	1	This position is responsible for managing a portfolio of rental housing properties in accordance with VBCDC Policies and Procedures and all regulatory agreements, ensuring that homes are occupied by qualified neighbors, and ensuring that neighbors are in compliance with the lease agreement.
Manager, Finance	Manager II	1	This position works effectively with leaders and partners across the organization to help VBCDC become more effective in delivering its mission, by providing insightful analysis and counsel, playing a key role in budgeting, forecasting and long range planning, managing payroll, and performing other essential accounting and finance functions.
Maintenance Supervisor	Manager II	1	This position supervises, oversees, coordinates, and manages the work of the Facilities Associates under the direct supervision of the Director, Asset Management.
Specialist, Facilities/Rehab	Manager I	1	This position is responsible for all procurement activity and vendor and contract management and oversight in support of all facilities owned, managed, or leased by VBCDC. This position also organizes and directs all maintenance activities of VBCDC units and facilities.

			This position also works closely with the Maintenance Supervisor to ensure that all units adhere to or exceed City code and Section 8 requirements.
Office Administrator Manager	Manager II	1	This position serves as the CEO's administrative liaison to the board of directors; organizes and coordinates executive outreach and external relations efforts; and oversees special projects. This position is also responsible for office operations and procedures. This position is also responsible for recruiting, supporting and developing talent of all partners through the development of policies and management of procedures.
Director, Development & Administrative Services	Director I	1	This position is responsible for the day to day management of all VBCDC contracts and grants; researching new funding opportunities; and submitting grant proposals and project proposals by established deadlines. Responsible for oversight of the Office Administration.
Property Manager	Manager I	1	This position is responsible for managing a portfolio of rental housing properties in accordance with VBCDC Policies and Procedures and all regulatory

			agreements, ensuring that homes are occupied by qualified neighbors, and ensuring that neighbors are in compliance with the lease agreement.
Neighbor Advocate	Manager I	3	This position is responsible for providing comprehensive case management services to communities supported by VBCDC.
Senior Neighbor Advocate	Manager I	2	This position is responsible for providing various services, such as community outreach, determining program eligibility, individual and family case management, and collaboration with community agencies. Position supervisors subordinate staff.
Intake Coordinator	Associate II	1	This position is responsible for conducting initial phone, internet, and walk-in standardized pre-screenings to determine initial program eligibility.
Housing Locator	Associate II	1	This position is responsible for screening landlords and connecting program participants with private landlords meeting their unique eligibility criterion.
Mobility Mentor	Associate II	1	Provide long term mobility mentorship and coaching for VB Thrive program in cooperation with the United Way South Hampton Roads
Community Resource Specialist	Associate II	1	The primary duties include assisting veterans with connecting or re-

			connecting VA benefits and community resources.
Leasing Agent	Associate II	1	This position is responsible for the first interaction with prospective tenants, marketing of vacant units, and preparation of leasing documents under the direction of the Senior Property Manager.
Assistant Property Manager	Associate I	1	This position is responsible for administrative and technical work under the direct supervision of Property Manager. The position assists with preparing tenant recertifications, departmental reports, and may conduct eligibility interviews.
Finance Associate	Associate II	2	This position performs complex financial and clerical work involving preparation and maintenance of fiscal and related reports for Virginia Beach Community Development Corporation.
Facilities Associate	Associate II	6	Facilities Associates are responsible for performing semi-skilled and unskilled maintenance and repair tasks on buildings, grounds, and equipment.
Operations Administrative Assistant	Associate I	1	This position is responsible for maintaining the work order database and administrative support of the entire

			asset management team.
Front Desk Ambassador	Associate I	1	This position is responsible for greeting, welcoming and directing visitors and neighbors.
Healthcare Navigator	Manager I	1	SSVF health care navigators provide case management and care coordination, health education, interdisciplinary collaboration, coordination, and consultation, and administrative duties. The health care navigator will act as a liaison between the SSVF grantee and the VA or community medical clinic and works with a population of Veterans with complex needs who require assistance accessing health care services or adhering to health care plans.

**VBCDC Nonprofit Questionnaire - Attachment Letter 1 - O. BOARD MEMBER LISTING**  
**VIRGINIA BEACH COMMUNITY DEVELOPMENT CORPORATION**  
**Effective: July 1, 2022 - June 30, 2023**  
**UPDATED: January 2023**

NAME, BOARD POSITION, & MAILING ADDRESS	INITIAL APPOINTMENT	TERM	BEGINNING DATE	TERM EXPIRATION	EMPLOYMENT POSITION /TITLE	EMPLOYMENT / NATURE OF BUSINESS	CONTACT PHONE NUMBER(S) EMAIL(S)
<b>FRANK MCKINNEY, PRESIDENT/CHAIR</b> 4705 Chalfont Dtlve Virginia Beach, VA 23464 Executive Committee Chair Personnel Committee Chair Funds Development Committee Chair Project Development Committee Member Finance Committee Member	2/18/20	Unexpired (+ )4 yrs	18-Feb-2020	<b>12/31/24</b>	Owner of Remax Firm Retired Realtor	Real Estate	C: 757-651-3579 <a href="mailto:famiiia@verizon.net">famiiia@verizon.net</a>
<b>Dr. Audrey B. Douglas-Cooke</b> <b>VICE PRESIDENT</b> 1224 Wivenhoe Court Virginia Beach, VA 23454 Finance Committee Executive Committee Funds Development Committee Startegic Plan Committee	3/2/21	Unexpired	2-Mar-2021	<b>12/31/23</b>	Vice President	J-DOS Internationale INC. W. Washington D.C., 20011	C: 757-575-4350 H: 757-496-2176 <a href="mailto:abdcooke@gmail.com">abdcooke@gmail.com</a>
CHRISTOPHER L BROWN 195 S Rosemont Rd. #109 Virginia Beach VA 23452 Executive Committee Member Personnel Committee Member	9/4/18 9/6/22-RA	4 YRS	4-Sep-2018	<b>8/31/26</b>	Associate Broker Property Manager	At the Mall Realty 195 S Rosemont Rd. #109 Virginia Beach, VA 23452  (Real Estate)	C: 757-642-6709 <a href="mailto:christopher@757rentalhomes.com">christopher@757rentalhomes.com</a>
J. David Crain Jr. 1216 Glen Lochen Drive Virginia Beach, VA 23464 Funds Development Committee Member	12/8/20 9/6/22 RA	Unexpired	8-Dec-2020	<b>8/31/26</b>	Attorney	Attorney Anthem	C: 757-675-5612 <a href="mailto:david.crain@gmail.com">david.crain@gmail.com</a>
ROBERT EWELL 1105 Oldfield Circle Virginia Beach VA 23453 Project Development Committee Chair	9/4/18 9/6/22 RA	4 YRS	4-Sep-2018	<b>8/31/26</b>		Project Manager-Sales	C: 757-541-2087 <a href="mailto:robb96@gmail.com">robb96@gmail.com</a>
ANDREW FRIEDMAN 2740 Broad Bay Road Virginia Beach VA 23451 Finance Committee Member	1/22/20	Unexpired (+ )4 yrs	22-Jan-2020	<b>12/31/24</b>	Retired Consultant	Progressive Housing	C: 757-375-5827 <a href="mailto:andrew@progressivehousing.org">andrew@progressivehousing.org</a>
BRANDON HUTCHINS 240 Marlene Street Virginia Beach, VA 23451 Executive Committee Member	8/20/19	4YRS	20-Aug-2019	<b>12/31/23</b>	Network Support Consultant Veteran	Anthem INC Healthcare Administration	C: 757-289-4249 <a href="mailto:bhutchinsvb@gmail.com">bhutchinsvb@gmail.com</a>
JEREMY C JOHNSON	1/8/19	Unexpired	8-Jan-2019	<b>12/31/24</b>	Sales Manager	Long & Foster Real Estate, Inc	C: 757-486-0153

1217 Wivenhoe Ct Virginia Beach, VA 23454 Project Development Committee Member		REAPP-4 YRS	31-Dec-2020			3181 Shore Dr. Virginia Beach, VA 23451	<a href="mailto:jeremy@inf.com">jeremy@inf.com</a> W: 757-481-1919
COURTNEY LALONDE 3436 Marabou Ln Virginia Beach, VA 23451 Funds Development Committee Member Personnel Committee Member	1/1/16	4 YRS	1-Jan-2016 ReAPP- 12/31/19	<b>12/31/23</b>	Branch Manager	American Financial Network, Inc. Mortgage/Financing/ Marketing	C: 757-971-0343 <a href="mailto:clalonde@afncorp.com">clalonde@afncorp.com</a>
TIM MCCARTHY 3845 Prince Phillip Circle Virginia Beach, VA 23452 Project Development Committee Member Personnel Committee Member	10/2/19	Unexplred thru 12/31/19  (+)4 Years	2-Oct-2019	<b>12/31/24</b>	Retired Community Activist	Retired Licensed Clinical Social Worker, Family Counseling	C: 757-581-6938 <a href="mailto:mccarthyT44@gmail.com">mccarthyT44@gmail.com</a>
Worth Remick 2401 Courthouse Dr. Ste. 281 Virginia Beach, VA 23456	<b>City Council Liaison - At-Large</b> <a href="mailto:rremick@vbgov.com">rremick@vbgov.com</a> 757.840.5855						
MICHAEL BERLUCCHI 2401 Courthouse Dr. Ste. 281 Virginia Beach, VA 23456	<b>City Council Liaison - Rose Hall District 3</b> <a href="mailto:mberlucc@vbgov.com">mberlucc@vbgov.com</a> 757.407.5105				Community Engagement Manager	Chrysler Museum of Art 1 Memorial Pl Norfolk, VA 23510	<a href="mailto:mberlucchi@chrysler.org">mberlucchi@chrysler.org</a>

**DIRECTORS APPOINTED BY CITY COUNCIL FOR TERM OF FOUR (4) YEARS / NO DIRECTOR MAY SERVE MORE THAN TEN**

VBCDC Board Relations  
Manager- Megan Savali:  
757-500-2750 and  
[msavali@vbcdc.org](mailto:msavali@vbcdc.org)

**Resignations:**

Worth Remick - January 2023 Mr. Remick was sworn in as the Virginia Beach City Councilman District 6, resigning as VBCDC Board of Director.

## **Attachment for 2 - H.**

For each of the LIHTC projects developed to date VBCDC and SAC formed the original entity together and then depending upon the location of the project or other funding sources, one of organizations exited completely and the other organization created a wholly owned subsidiary to take its place and partner with the investors once tax credits were allocated. Please note that SAC has undergone name changes and has been known as Virginia Beach Home, Inc, and Southeastern Virginia Housing Corporation before being renamed to Second Act Communities.

VBCDC created SAC in April 29, 1993 to further its mission of providing affordable housing. SAC received its 501c3 designation from the IRS in May 1993. Over the years, there were different staffing arrangements between the organizations. At times, VBCDC acted in a management agent capacity for SAC. At other times, SAC had to demonstrate that it had its own staff and SAC did so by providing nominal direct stipends to certain VBCDC employees in connection with services performed for SAC. Most recently, the arrangement has returned to a management agent capacity. SAC was able to develop Cypress Landing because of the talent and financial resources of VBCDC. It is VBCDC's staff who put the project application together to apply for credits and then worked to oversee the build out and lease-up, manages the property, and provides a financial guarantee of the project to the investor member.

In 2020, VBCDC and SAC determined that it is in the best interest of both organizations for SAC to merge into VBCDC. Upon the merger of SAC into VBCDC in March 2021, VBCDC is the surviving entity and the interests in SAC's subsidiary, Chesapeake Vets' Housing, Inc. who is the managing member of Cypress Landing, were transferred to VBCDC.



*Seniors Unlimited Lifestyles, Inc.*

January 29, 2020

Dear Burton Station Family,

Greetings from Seniors Unlimited Lifestyles Inc. Happy New Year to all of you!

SULI's Mission is to provide and sustain high quality affordable housing and services for the elderly and disabled in a safe secure environment.

As many of you know that in 2016 SULI broke ground right here in Burton Station Virginia Beach to build our first 40 unit senior living community called Tranquility at the Lakes Phase I. In the spring of 2017, Tranquility at the Lakes was move in ready, and was able to house 40 seniors. OF the 40 units we were able to house 11 residents that were homeless. However the need for more elderly housing is still so great, there is a waiting list of over 170 seniors that need housing. SULI is currently acquiring land to construct Tranquility at the Lakes Phase II senior community to house another 40 of our seniors right here in Burton Station.

We are proud to provide and sustain quality affordable housing for our seniors. Our seniors are the foundation of our communities they have paved the way for many of us, and this is an opportunity for us to support and help them live out the remainder of their lives with care, dignity and a place to call home. We are dedicated to expanding permanently, quality affordable, thoughtfully universal designed housing for our elderly.

Please consider supporting this continued vision. Your support will make a lasting difference. We need your signature of support. Thank you so much for supporting our mission and our Burton Station community.

With Gratitude,

A handwritten signature in black ink that reads "Angela Whitehead".

Angela Whitehead  
Chief Executive Officer



January 29, 2020

SIGNATURE PAGE:

Robert J. Young

[Signature]

Willie D. Martin Sr.

Joyce K. Martin

Alan Meyer

Dawn Pengav

Manda Cotton

Melvin C. White

Sharon B. White

Cari Volsted

Althea Mous

Shundel Johnson

Halley Ellen

[Signature]

DON BREDBER &

BAXTER SLATON

Johnnie Cowan

Essie Bennett

Doris Blount

Cathy L. Cupper

[Signature]

Jamie Ballard

[Signature]

Truman House

Darwin Lq

KEVIN WYATT

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

## Appendices continued

### Nonprofit Questionnaire

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

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

#### 1. General Information

- a. Name of development Tranquility at the Lakes II
- b. Name of owner/applicant SULTranquility Lakes II, LLC
- c. Name of nonprofit entity Seniors Unlimited LifeStyles ,Inc.(SULI)
- d. Address of principal place of business of nonprofit entity  
453 Longdale Crescent, Chesapeake VA 23325

Indicate funding sources and amount used to pay for office space

N/A

- e. Tax exempt status  501(c)(3)  501(c)(4)  501(a)
- f. Date of legal formation of nonprofit (must be prior to application deadline) 10/14/2004

Evidenced by the following documentation \_\_\_\_\_  
Please find attached copy of evidence including Articles of Incorporation, Bylaws, and IRS 501c3 determination letter, and SCC Certificate of Incorporation.

- g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached) 7/7/2006
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) To provide housing for low income elderly of the community and to facilitate a dignified and healthy lifestyle for seniors 62 years and older.
- i. Expected life (in years) of nonprofit In Perpetuity

## Appendices continued

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

To continue to pursue more land to provide more quality affordable housing and services for our seniors and disabled in the Hampton Roads area. Community engagement.

- k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? 1

How many part time, paid staff members? 0

Describe the duties of all staff members:

provide services to residents, coordinates health and wellness sessions, assess residents situation and needs, work with residents to develop goals and and action plan, coordinates health fairs, meet regularly to evaluate progress.

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

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

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

12

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

Fundraising, private donations, VH Capacity grant, City of Virginia Beach HOME grant and Project Based Vouchers, VB Thrive grant, VB Relief grant.

- o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses Please See Attachment

## Appendices continued

### 2. Nonprofit Formation

- a. Explain in detail the genesis of the formation of the nonprofit: \_\_\_\_\_  
SULI was created by founder, Angela Whitehead, in response to a need for housing for seniors and the need to assist seniors in living a healthy and dignified lifestyle. \_\_\_\_\_  
\_\_\_\_\_
- b. Is the nonprofit, or has it ever been, affiliated with or controlled by a for-profit entity or local housing authority?  
 YES  NO If yes, explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Has any for profit organization or local housing authority (including the Owner of the Development, joint venture partner, or any individual or entity directly or indirectly related to such Owner) appointed any directors to the governing board of the nonprofit?  
 YES  NO If yes, explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d. Does any for-profit organization or local housing authority have the right to make such appointments?  
 YES  NO If yes, explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- e. Does any for profit organization or local housing authority have any other affiliation with the nonprofit or have any other relationship with the nonprofit in which it exercises or has the right to exercise any other type of control?  
 YES  NO If yes, explain in detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- f. Was the nonprofit formed by any individual(s) or for profit entity for the principal purpose of being included in the nonprofit Pool or receiving points for nonprofit participation under the Plan?  
 YES  NO

## Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) SULI has experience in coordinating and providing direct services for low income seniors. Services include housing placements, assessments, goal planning, health and wellness assessments and referrals, therapeutic recreation and leisure activities, and end of life care planning. SULI is the lead nonprofit in the conceptual design of Tranquility at the Lakes.

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

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### 3. Nonprofit Involvement

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

YES     NO

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

YES     NO

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

YES     NO

If no to either 3a.i or 3a.ii above, specifically describe the nonprofit's ownership interest  
SULI owns a 35% interest in the managing member/general partner entity, SUL Tranquility Lakes II Manager LLC and a 35% ownership interest in the owner entity, SUL Tranquility Lakes II, LLC.

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

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

See TAB A for the Schedule A - Membership Interest Section of the Operating Agreement for SUL Tranquility.

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

## Appendices continued

c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity?  YES  NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?  
Seniors Unlimited Lifestyles Inc. will have the Right of First Refusal. The ROFR is under Article XI. N in the  
Operating Agreement.

Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured:

d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

YES  NO If yes,

(i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

SULI will work in consultation with its non-profit co-development partner to oversee construction activities and will provide future resident support services.

(ii) Describe the nature and extent of the nonprofit's involvement in the operation or management of the Development throughout the Extended Use Period (the entire time period of occupancy restrictions of the low-income units in the Development):

SULI will have a 35% share in the managing general member entity and will provide resident support services throughout the credit period for SUL Tranquility Lakes II, LLC.

(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture?  YES  NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

Chief Executive Officer - Approximately 520 hours - discussions with Management Agent (VBCDC) and coordination of resident services.

## Appendices continued

e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?  
It was conceived by the Founder of the organization whose vision was to fill a need for housing and services for seniors. The Founder of SULI shared her vision with the Board, community civic leagues, local City Council, local City Officials and Planning Department Staff and VCDC.

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f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:  
The project is a co-development project between two nonprofits. VBCDC has a 65% interest and SULI has a 35% interest in SUL Tranquility Lakes II Manager (managing general member) and VBCDC has a 65% interest and SULI has a 35% interest in SUL Tranquility Lakes II (owner entity).

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g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.  
The project is a co-development project between two non-profits. VBCDC is the majority owner with decision making authority. VBCDC will provide construction oversight, property management and maintenance and will oversee voluntary supportive services provided by SULI.

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h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?  YES  NO If yes,  
(i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

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(ii) Explain how this relationship was established. For example, did the nonprofit solicit proposals from several for-profits? Did the for-profit contact the nonprofit and offer the services?

N/A

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## Appendices continued

i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services?  YES  NO If yes, explain the amount and source of the funds for such payments.

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j. Will any portion of the developer's fee which the nonprofit expects to collect from its participation in the development be used to pay any consultant fee or any other fee to a third party entity or joint venture partner?  YES  NO If yes, explain in detail the amount and timing of such payments.

The co-development agreement calls for the developer fee to be split between both non-profit organizations.

Upon receipt of any developer fee, the fee will be split between SULI and VBCDC as called for in the agreement.

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k. Will the joint venture partner or for-profit consultant be compensated (receive income) in any other manner, such as builder's profit, architectural and engineering fees, or cash flow?

YES  NO If yes, explain:

The co-development agreement calls for excess cash flow to be split between both non-profit organizations. If excess cash flow exists, the cash flow will be split between VBCDC and SULI as called for in the agreement.

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l. Will any member of the board of directors, officer, or staff member of the nonprofit participate in the development and/or operation of the proposed development in any for-profit capacity?

YES  NO If yes, explain:

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## Appendices continued

- m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

N/A

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- n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development?  YES  NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

SULI and VBCDC are co-developers of this project. VBCDC intends to contract with SULI to provide voluntary resident services. A fee of up to \$25,000 is included in development's annual operating budget for provision of services. VBCDC will be entitled to a portion of the fee for supervision of services and SULI will be entitled to a portion to provide direct voluntary services through a contractual arrangement or MOU which is to be developed.

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#### 4. Virginia and Community Activity

- a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?  
 YES  NO

- b. Define the nonprofit's geographic target area or population to be served:

The Hampton Roads Area of Virginia. Seniors are the target population.

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- c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)?  YES  NO

If yes, or no, explain nature, extent and duration of any service:

SULI has been involved with the development of the community for the past 14 years with the civic leagues and facilitates community and land owners meetings.

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## Appendices continued

- d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing?  YES  NO If yes, explain

Local City Planning Department, City Council, and the department of Housing and Neighborhood Preservation  
Senior Housing Department conducts planning sessions with SULI to assist with location of sites, design, and project feasibility.

- e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES  NO

- f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES  NO If yes, explain:

SULI conducted a mass mailing fundraiser letter in the surrounding community, business owners and residents.  
Received BB&T Community Grant, Support from Civic Leagues, Bellamy Church of God, Project Based Vouchers, VB Relief Grant, VB Thrive Grant, HOME grant funds.

- g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input?  YES  NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

SULI solicits input from the community, civic leagues, and tenants seeking their suggestions in designs, building materials, rent amounts, affordability, handicap accessibility parking, security needs, and obtained a letter of support with signatures from community members.

- h. Are at least 33% of the members of the board of directors representatives of the community being served?  YES  NO If yes,

(i) Low-income residents of the community?  YES  NO

(ii) Elected representatives of low-income neighborhood organizations?  YES  NO

- i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES  NO

## Appendices continued

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community?  YES  NO If yes, explain the meeting schedule:

Meetings are held on the third Saturday of each month.

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k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction?  YES  NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses?  YES  NO If yes, explain in detail:

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m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES  NO If yes, explain:

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n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity?  YES  NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

SULI has never applied for LIHTC with a for-profit entity; however SULI did apply for and recieved credits in March 2014 with a non-profit Joint Venture Partner. SULI is a co-owner with CHP of Tranquility at the Lakes,a LIHTC project that is operational today and provides housing for low income seniors.

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## Appendices continued

- o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member?  YES  NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

Seniors Unlimited Lifestyles, Inc. submitted a LIHTC application in 2010 for Tranquility at the Lakes in

Virginia Beach and was unsuccessful in obtaining tax credits under that application. SULI received credits in

2014 under a similar Co-Development with another non-profit. Tranquility at the Lakes is operational today.

- p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before?  YES  NO If yes, explain:

This project received an allocation of LIHTC credits in the March 2022 round.

- q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES  NO If yes, explain:

This project received an allocation of LIHTC credits in the March 2022 round.

- r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES  NO If yes, explain the need identified:

While SULI has not completed one on its own, a community needs assessment was completed by the City

of Virginia Beach. The need identified more affordable housing for low income seniors, a clinic, new roads,

Pumpstation, Firestation. SULI is an active participant in the community engagement of Burton Station citizens.

- s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES  NO If yes, explain the plan:

# Appendices continued

## 5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date 3/14/2023

Owner/Applicant See Attached Signature Page

By See Attached Signature Page

Its See Attached Signature Page  
Title

Date 03/14/2023

Seniors Unlimited, Lifestyles, Inc.  
Nonprofit

By [Signature]  
Board Chairman

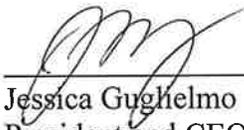
By Angela Whitehead  
Executive Director

**Signature Block and Notary Acknowledgement for  
SUL TRANQUILITY LAKES II, LLC**

SUL TRANQUILITY LAKES II, LLC,  
a Virginia limited liability company

By: SUL Tranquility Lakes II Manager, LLC,  
a Virginia limited liability company,  
its Managing Member

By: Virginia Beach Community Development  
Corporation, a Virginia nonstock  
corporation, its Co-Managing Member

By:  \_\_\_\_\_ (SEAL)  
Name: Jessica Gughelmo  
Title: President and CEO

**ARTICLES OF INCORPORATION**  
**OF**  
**SENIORS UNLIMITED LIFESTYLES, INC.**

The undersigned, desiring to form a non-stock corporation, under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, 1950, hereby certify as follows:

**ARTICLE I**

The name of the Corporation is SENIORS UNLIMITED LIFESTYLES, INC..

**ARTICLE II**

SENIORS UNLIMITED LIFESTYLES, INC. shall be an organization exempt from taxation under Internal Revenue Code Section 501(c)(3), 1986, as amended. The organization is organized exclusively for charitable, religious, educational, and/or scientific purposes under section 501(c)(3) of the Internal Revenue Code, including the following:

1. To provide housing for low income elderly members of the community and to facilitate a dignified and healthy lifestyle for seniors, sixty-two (62) years of age and older;
2. To perform such activities as are consistent with and necessary for the Corporation to carry out the purpose specified above, including fund-raising, public education and awareness activities, encouraging and reinforcing the establishment and exchange of Biblical business principles, administering programs to support the

Corporation's focus on glorifying God in business, and coordination with other non-profit organizations;

3. To perform all other non-profit activities permitted by law which do not jeopardize the Corporation's tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

### ARTICLE III

The Corporation shall be an organization exempt from taxation under Internal Revenue Code Section 501(c)(3), 1986, as amended. The Corporation shall have any power to finance its operations, to carry on activities, or take any action of any character whatsoever, that is not prohibited by law or required to be stated in these articles, provided, however, that no part of the net income of the Corporation shall inure to the benefit of, or be distributed to its directors, officers or other private shareholders or individuals, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of its corporate purposes. Notwithstanding any other provision of these articles, no substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation (except as otherwise provided in Internal Revenue Code Section 501(h)); nor shall the Corporation in any manner or to any extent participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office and the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Internal Revenue Code Section 501(c)(3), 1986, as now in force or afterwards amended. In

addition, the Corporation shall possess all of the powers specifically granted to it by the Commonwealth of Virginia under the provisions of Virginia Code Section 13.1-826 and 13.1-827. Any reference herein to specific provisions of the laws of the Commonwealth of Virginia or to specific provisions of the Internal Revenue Code shall be construed to include subsequent amendments to such specific provisions and to include corresponding provisions of subsequent legislation which may restate, supersede, or otherwise alter such specific provisions.

#### **ARTICLE IV**

The period of duration of the Corporation is perpetual.

#### **ARTICLE V**

In the event of the dissolution of the Corporation, all of the assets *remaining* after the full discharge of any indebtedness shall be distributed, at the discretion of the directors, to such charitable, educational, or other organizations as would then qualify under the provisions of Internal Revenue Code Section 501(c)(3), as amended. Any assets not so disposed of shall be disposed of by the Circuit Court of the City or County in which the principal office of the Corporation is then located, exclusively for such purposes or to such organizations, as the court shall determine, which are organized and operated exclusively for such purposes.

#### **ARTICLE VI**

The Corporation shall have no voting members.

## ARTICLE VII

The business and affairs of the Corporation shall be conducted by a Board of Directors. The entire voting power shall be vested in the Board of Directors, which shall act for the Corporation according to a simple majority vote of the directors present at a meeting of the Board of Directors where a quorum is present, except these Articles of Incorporation may be amended only by a two-thirds majority vote of the Board of Directors. A quorum shall be as set forth in the Bylaws.

The directors shall have the power to adopt bylaws for the Corporation and to alter and amend those bylaws.

The initial number of directors shall be five (5). The directors may increase or decrease their number as provided in the Bylaws, except in no event shall the Board of Directors be fewer than three (3), nor greater than fifteen (15) in number.

The initial directors shall be appointed by the incorporator as provided in the Virginia Code Section 13.1-822(A)(2), as amended and they shall serve until their successors are elected in accordance with the bylaws. Vacancies, including a vacancy resulting from an increase in the number of directors in accordance with the above provision, shall be filled by the affirmative vote of a majority of the directors remaining in office as provided in the Virginia Code Section 13.1-862(A).

Directors may be removed from office by a two-thirds vote of the Board of Directors, with or without cause.

The private property of the incorporators, directors and officers shall not be subject to the payment of corporate debts to any extent whatsoever.

## ARTICLE VIII

The officers of the Corporation shall consist of a President and a Secretary and such other officers as described in the Bylaws or appointed by the Board of Directors in accordance with the Bylaws. Each officer shall be elected by the Board of Directors at such times and in such manner and for such term not exceeding three (3) years as may be prescribed in the Corporation's Bylaws. In the absence of such provisions, all officers shall be elected annually. Any two (2) or more offices may be held by the same person, except that the offices of President and Secretary shall not be held by the same person.

## ARTICLE IX

The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if the officer or director did not engage in willful misconduct or a knowing violation of the criminal law in the performance of his or her duty to the Corporation.

In accordance with the provisions of Section 13.1-870.1 of the Code of Virginia, in any proceeding brought by or on behalf of the Corporation, the damages assessed against an officer or director shall not exceed One Dollar (\$1.00), if the officer or director did not engage in willful misconduct or a knowing violation of the criminal law in the performance of his duty to the Corporation.

## ARTICLE X

The post office address of the initial registered office of the Corporation is 308 Cedar Lakes Drive, Second Floor, Chesapeake, Virginia 23322-8343, located in the City of Chesapeake, Commonwealth of Virginia, and the name of the registered agent of the Corporation is Basnight, Kinser, Telfeyan, Leftwich & Nuckolls, P.C., a domestic stock corporation authorized to transact business in the Commonwealth of Virginia, whose business address is the same as that of the registered office.

Dated this 8<sup>th</sup> day of October, 2004.

# **SENIORS UNLIMITED LIFESTYLES, INC.**

A VIRGINIA Non-profit Corporation

## **BYLAWS**

### **ARTICLE I NAME**

#### **1.01 Name**

The name of this corporation shall be SENIORS UNLIMITED LIFESTYLES, INC. The business of the corporation may be conducted as SENIORS UNLIMITED LIFESTYLES, INC. or SULI.

### **ARTICLE II PURPOSES AND POWERS**

#### **2.01 Purpose**

SENIORS UNLIMITED LIFESTYLES, INC. is a non-profit corporation and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code.

**To provide decent housing for low income elderly 62 years of age and/or disable 55 years of age.**

#### **2.02 Powers**

The corporation shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the corporation is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the corporation may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

#### **2.03 Nonprofit Status and Exempt Activities Limitation.**

**(a) Nonprofit Legal Status.** SENIORS UNLIMITED LIFESTYLES, INC. is a VIRGINIA non-profit public benefit corporation, recognized as tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.

**(b) Exempt Activities Limitation.** Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of this corporation shall take any action or carry on any activity by or on behalf of the corporation not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or

may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the corporation shall inure to the benefit or be distributable to any director, officer, member, or other private person, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation and these Bylaws.

(c) Distribution Upon Dissolution. Upon termination or dissolution of the SENIORS UNLIMITED LIFESTYLES, INC, any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation.

The organization to receive the assets of the SENIORS UNLIMITED LIFESTYLES, INC hereunder shall be selected in the discretion of a majority of the managing body of the corporation, and if its members cannot so agree, then the recipient organization shall be selected pursuant to a verified petition in equity filed in a court of proper jurisdiction against the SENIORS UNLIMITED LIFESTYLES, INC, by one (1) or more of its managing body which verified petition shall contain such statements as reasonably indicate the applicability of this section. The court upon a finding that this section is applicable shall select the qualifying organization or organizations to receive the assets to be distributed, giving preference if practicable to organizations located within the State of VIRGINIA.

In the event that the court shall find that this section is applicable but that there is no qualifying organization known to it which has a charitable purpose, which, at least generally, includes a purpose similar to the SENIORS UNLIMITED LIFESTYLES, INC, then the court shall direct the distribution of its assets lawfully available for distribution to the Treasurer of the State of VIRGINIA to be added to the general fund.

### **ARTICLE III** **MEMBERSHIP**

#### **3.01 No Membership Classes**

The member's corporation shall have a right to vote or title or interest in or to the corporation, its properties and franchises.

#### **3.02 Non-Voting Affiliates**

The board of directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the board. Affiliates may be individuals, businesses, and other organizations that seek to support the mission of the corporation. The board, a designated committee of the board, or any duly elected officer in accordance with board policy, shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, and obligations. At no

time shall affiliate information be shared with or sold to other organizations or groups without the affiliate's consent. At the discretion of the board of directors, affiliates may be given endorsement, recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights, and are not members of the corporation.

### **3.03 Dues**

Any dues for affiliates shall be determined by the board of directors.

## **ARTICLE IV** **BOARD OF DIRECTORS**

### **4.01 Number of Directors**

SENIORS UNLIMITED LIFESTYLES, INC shall have a board of directors consisting of at least 4 and no more than 15 directors. Within these limits, the board may increase or decrease the number of directors serving on the board, including for the purpose of staggering the terms of directors.

### **4.02 Powers**

All corporate powers shall be exercised by or under the authority of the board and the affairs of the SENIORS UNLIMITED LIFESTYLES, INC. Shall be managed under the direction of the board, except as otherwise provided by law.

### **4.03 Terms**

- (a) All directors shall be elected to serve a one-year term, however the term may be extended until a successor has been elected.
- (b) Director terms shall be staggered so that approximately half the number of directors will end their terms in any given year.
- (c) Directors may serve terms in succession.
- (d) The term of office shall be considered to begin January 1 and end December 31 of the second year in office, unless the term is extended until such time as a successor has been elected.

### **4.04 Qualifications and Election of Directors**

In order to be eligible to serve as a director on the board of directors, the individual must be 18 years of age and an affiliate within affiliate classifications created by the board of directors. Directors may be elected at any board meeting by the majority vote of the existing board of directors. The election of directors to replace those who have fulfilled their term of office shall take place in January of each year.

#### **4.05 Vacancies**

The board of directors may fill vacancies due to the expiration of a director's term of office, resignation, death, or removal of a director or may appoint new directors to fill a previously unfilled board position, subject to the maximum number of directors under these Bylaws.

(a) Unexpected Vacancies. Vacancies in the board of directors due to resignation, death, or removal shall be filled by the board for the balance of the term of the director being replaced.

#### **4.06 Removal of Directors**

A director may be removed by two-thirds ( $\frac{2}{3}$ ) vote of the board of directors then in office, if:

(a) the director is absent and unexcused from two or more meetings of the board of directors in a twelve month period. The board president is empowered to excuse directors from attendance for a reason deemed adequate by the board president. The president shall not have the power to excuse him/herself from the board meeting attendance and in that case, the board vice president shall excuse the president. Or:

(b) for cause or no cause, if before any meeting of the board at which a vote on removal will be made the director in question is given electronic or written notification of the board's intention to discuss her/his case and is given the opportunity to be heard at a meeting of the board.

#### **4.07 Board of Directors Meetings.**

(a) Regular Meetings. The board of directors shall have a minimum of four (4) regular meetings each calendar year at times and places fixed by the board. Board meetings shall be held upon four (4) days notice by first-class mail, electronic mail, or facsimile transmission or forty-eight (48) hours notice delivered personally or by telephone. If sent by mail, facsimile transmission, or electronic mail, the notice shall be deemed to be delivered upon its deposit in the mail or transmission system. Notice of meetings shall specify the place, day, and hour of meeting. The purpose of the meeting need not be specified.

(b) Special Meetings. Special meetings of the board may be called by the president, vice president, secretary, treasurer, or any two (2) other directors of the board of directors. A special meeting must be preceded by at least 2 days notice to each director of the date, time, and place, but not the purpose, of the meeting.

(c) Waiver of Notice. Any director may waive notice of any meeting, in accordance with [YOUR STATE] law.

#### **4.08 Manner of Acting.**

(a) **Quorum.** A majority of the directors in office immediately before a meeting shall constitute a quorum for the transaction of business at that meeting of the board. No business shall be considered by the board at any meeting at which a quorum is not present.

(b) **Majority Vote.** Except as otherwise required by law or by the articles of incorporation, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board.

(c) **Hung Board Decisions.** On the occasion that directors of the board are unable to make a decision based on a tied number of votes, the president or treasurer in the order of presence shall have the power to swing the vote based on his/her discretion.

(d) **Participation.** Except as required otherwise by law, the Articles of Incorporation, or these Bylaws, directors may participate in a regular or special meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, including in person, internet video meeting or by telephonic conference call.

#### **4.09 Compensation for Board Service**

Directors shall receive no compensation for carrying out their duties as directors. The board may adopt policies providing for reasonable reimbursement of directors for expenses incurred in conjunction with carrying out board responsibilities, such as travel expenses to attend board meetings.

#### **4.10 Compensation for Professional Services by Directors**

Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be reviewed and approved in accordance with the board Conflict of Interest policy and state law.

### **ARTICLE V** **COMMITTEES**

#### **5.01 Committees**

The board of directors may, by the resolution adopted by a majority of the directors then in office, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except that no committee, regardless of board resolution, may:

- (a) take any final action on matters which also requires board members' approval or approval of a majority of all members;
- (b) fill vacancies on the board of directors of in any committee which has the authority of the board;

- (c) amend or repeal Bylaws or adopt new Bylaws;
- (d) amend or repeal any resolution of the board of directors which by its express terms is not so amendable or repealable;
- (e) appoint any other committees of the board of directors or the members of these committees;
- (f) expend corporate funds to support a nominee for director; or
- (g) approve any transaction;
- (i) to which the corporation is a party and one or more directors have a material financial interest; or
- (ii) between the corporation and one or more of its directors or between the corporation or any person in which one or more of its directors have a material financial interest.

#### **5.2 Meetings and Action of Committees**

Meetings and action of the committees shall be governed by and held and taken in accordance with, the provisions of Article IV of these Bylaws concerning meetings of the directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee. Special meetings of the committee may also be called by resolution of the board of directors. Notice of special meetings of committees shall also be given to any and all alternate members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with the provision of these Bylaws.

#### **5.3 Informal Action By The Board of Directors**

Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be agreed by the consensus of a quorum. For purposes of this section an e-mail transmission from an e-mail address on record constitutes a valid writing. The intent of this provision is to allow the board of directors to use email to approve actions, as long as a quorum of board members gives consent.

normally accede to the office of board president upon the completion of the board president's term of office.

**6.06 Secretary**

The secretary shall keep or cause to be kept a book of minutes of all meetings and actions of directors and committees of directors. The minutes of each meeting shall state the time and place that it was held and such other information as shall be necessary to determine the actions taken and whether the meeting was held in accordance with the law and these Bylaws. The secretary shall cause notice to be given of all meetings of directors and committees as required by the Bylaws. The secretary shall have such other powers and perform such other duties as may be prescribed by the board of directors or the board president. The secretary may appoint, with approval of the board, a director to assist in performance of all or part of the duties of the secretary.

**6.07 Treasurer**

The treasurer shall be the lead director for oversight of the financial condition and affairs of the corporation. The treasurer shall oversee and keep the board informed of the financial condition of the corporation and of audit or financial review results. In conjunction with other directors or officers, the treasurer shall oversee budget preparation and shall ensure that appropriate financial reports, including an account of major transactions and the financial condition of the corporation, are made available to the board of directors on a timely basis or as may be required by the board of directors. The treasurer shall perform all duties properly required by the board of directors or the board president. The treasurer may appoint, with approval of the board a qualified fiscal agent or member of the staff to assist in performance of all or part of the duties of the treasurer.

**6.08 Non-Director Officers**

The board of directors may designate additional officer positions of the corporation and may appoint and assign duties to other non-director officers of the corporation.

**ARTICLE VII**  
**CONTRACTS, CHECKS, LOANS,**  
**INDEMNIFICATION AND RELATED MATTERS**

**7.01 Contracts and other Writings**

Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the board. Members shall vote on contracts appoint two people to carry it out, two signatures be required the board will vote on matters

### **7.02 Checks, Drafts**

All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the board. Two signatures required (all checks)

### **7.03 Deposits**

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

### **7.04 Loans**

No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

### **7.05 Indemnification**

(a) Mandatory Indemnification. The corporation shall indemnify a director or former director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party solely because he or she is or was a director of the corporation, and was acting in the capacity of a director and under the authority given by the corporation, against reasonable expenses incurred by him or her in connection with the proceedings.

(b) Permissible Indemnification. The corporation shall indemnify a director or former director made a party to a proceeding because he or she is or was a director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law.

(c) Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of (I) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and (II) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these Bylaws.

(d) Indemnification of Officers, Agents and Employees. An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The corporation may also indemnify and advance expenses to an employee or agent of the corporation who is not a director, consistent with Virginia Law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific,

action of the board or by contract acting solely in that capacity and was acting in the capacity of a director and under the authority given by the corporation,

E. The corporation is required to carry indemnification insurance the amount of coverage to be determined by the board of directors

## **ARTICLE VIII** **MISCELLANEOUS**

### **8.01 Books and Records**

The corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of all meetings of its board of directors, a record of all actions taken by board of directors without a meeting, and a record of all actions taken by committees of the board. In addition, the corporation shall keep a copy of the corporation's Articles of Incorporation and Bylaws as amended to date.

### **8.02 Fiscal Year**

The fiscal year of the corporation shall be from January 1 to December 31 of each year.

### **8.03 Conflict of Interest**

The board shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any director, officer, employee, affiliate, or member of a committee with board-delegated powers.

### **8.04 Nondiscrimination Policy**

The officers, directors, committee members, employees, and persons served by this corporation shall be selected entirely on a nondiscriminatory basis with respect to age, sex, race, religion, national origin, and sexual orientation. It is the policy of SENIORS UNLIMITED LIFESTYLES, INC. not to discriminate on the basis of race, creed, ancestry, marital status, gender, sexual orientation, age, physical disability, veteran's status, political service or affiliation, color, religion, or national origin.

### **8.05 Bylaw Amendment**

These Bylaws may be amended, altered, repealed, or restated by a vote of the majority of the board of directors then in office at a meeting of the Board, provided, however,

(a) that no amendment shall be made to these Bylaws which would cause the corporation to cease to qualify as an exempt corporation under Section 501 (c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code; and,

(b) that an amendment does not affect the voting rights of directors. An amendment that does

affect the voting rights of directors further requires ratification by a two-thirds (2/3) vote of a quorum of directors at a Board meeting.

(c) that all amendments be consistent with the Articles of Incorporation.

## **ARTICLE IX** **COUNTERTERRORISM AND DUE DILIGENCE POLICY**

In furtherance of its exemption by contributions to other organizations, domestic or foreign, SENIORS UNLIMITED LIFESTYLES, INC. shall stipulate how the funds will be used and shall require the recipient to provide the corporation with detailed records and financial proof of how the funds were utilized.

Although adherence and compliance with the US Department of the Treasury's publication the "Voluntary Best Practice for US. Based Charities" is not mandatory, SENIORS UNLIMITED LIFESTYLES, INC. willfully and voluntarily recognizes and puts to practice these guidelines and suggestions to reduce, develop, re-evaluate and strengthen a risk-based approach to guard against the threat of diversion of charitable funds or exploitation of charitable activity by terrorist organizations and their support networks.

SENIORS UNLIMITED LIFESTYLES, INC. shall also comply and put into practice the federal guidelines, suggestion, laws and limitation set forth by pre-existing U.S. legal requirements related to combating terrorist financing, which include, but are not limited to, various sanctions programs administered by the Office of Foreign Assets Control (OFAC) in regard to its foreign activities.

## **ARTICLE X** **DOCUMENT RETENTION POLICY**

### **10.01 Purpose**

The purpose of this document retention policy is establishing standards for document integrity, retention, and destruction and to promote the proper treatment of SENIORS UNLIMITED LIFESTYLES, INC. records.

### **10.02 Policy**

**Section 1. General Guidelines.** Records should not be kept if they are no longer needed for the operation of the business or required by law. Unnecessary records should be eliminated from the files. The cost of maintaining records is an expense which can grow unreasonably if good housekeeping is not performed. A mass of records also makes it more difficult to find pertinent records.

From time to time, SENIORS UNLIMITED LIFESTYLES, INC. may establish retention or destruction policies or schedules for specific categories of records in order to ensure legal compliance, and also to accomplish other objectives, such as preserving intellectual property and cost management. Several categories of documents that warrant special consideration are identified below. While minimum retention periods are established, the retention of the documents identified below and of documents not included in the identified categories should be determined primarily by the application of the general guidelines affecting document retention, as well as the exception for litigation relevant documents and any other pertinent factors.

**Section 2. Exception for Litigation Relevant Documents.** SENIORS UNLIMITED LIFESTYLES, INC. expects all officers, directors, and employees to comply fully with any published records retention or destruction policies and schedules, provided that all officers, directors, and employees should note the following general exception to any stated destruction schedule: If you believe, or the informs you, that corporate records are relevant to litigation, or potential litigation (i.e. a dispute that could result in litigation), then you must preserve those records until it is determined that the records are no longer needed. That exception supersedes any previously or subsequently established destruction schedule for those records.

### **Section 3. Minimum Retention Periods for Specific Categories**

(a) **Corporate Documents.** Corporate records include the corporation's Articles of Incorporation, By-Laws and IRS Form 1023 and Application for Exemption. Corporate records should be retained permanently. IRS regulations require that the Form 1023 be available for public inspection upon request.

(b) **Tax Records.** Tax records include, but may not be limited to, documents concerning payroll, expenses, proof of contributions made by donors, accounting procedures, and other documents concerning the corporation's revenues. Tax records should be retained for at least seven years from the date of filing the applicable return.

(c) **Employment Records/Personnel Records.** State and federal statutes require the corporation to keep certain recruitment, employment and personnel information. The corporation should also keep personnel files that reflect performance reviews and any complaints brought against the corporation or individual employees under applicable state and federal statutes. The corporation should also keep in the employee's personnel file all final memoranda and correspondence reflecting performance reviews and actions taken by or against personnel. Employment applications should be retained for three years. Retirement and pension records should be kept permanently. Other employment and personnel records should be retained for seven years.

(d) **Board and Board Committee Materials.** Meeting minutes should be retained in perpetuity in the corporation's minute book. A clean copy of all other Board and Board Committee materials should be kept for no less than three years by the corporation.

(e) **Press Releases/Public Filings.** The corporation should retain permanent copies of all press releases and publicly filed documents under the theory that the corporation should have its own copy to test the accuracy of any document a member of the public can theoretically produce against the corporation.

(f) Legal Files. Legal counsel should be consulted to determine the retention period of particular documents, but legal documents should generally be maintained for a period of ten years.

(g) Marketing and Sales Documents. The corporation should keep final copies of marketing and sales documents for the same period of time it keeps other corporate files, generally three years. An exception to the three-year policy may be sales invoices, contracts, leases, licenses, and other legal documentation. These documents should be kept for at least three years beyond the life of the agreement.

(h) Development/Intellectual Property and Trade Secrets. Development documents are often subject to intellectual property protection in their final form (e.g., patents and copyrights). The documents detailing the development process are often also of value to the corporation and are protected as a trade secret where the corporation:

(i) derives independent economic value from the secrecy of the information; and

(ii) has taken affirmative steps to keep the information confidential.

The corporation should keep all documents designated as containing trade secret information for at least the life of the trade secret.

(i) Contracts. Final, execution copies of all contracts entered into by the corporation should be retained. The corporation should retain copies of the final contracts for at least three years beyond the life of the agreement, and longer in the case of publicly filed contracts.

(j) Correspondence. Unless correspondence falls under another category listed elsewhere in this policy, correspondence should generally be saved for two years.

(k) Banking and Accounting. Accounts payable ledgers and schedules should be kept for seven years. Bank reconciliations, bank statements, deposit slips and checks (unless for important payments and purchases) should be kept for three years. Any inventories of products, materials, and supplies and any invoices should be kept for seven years.

(l) Insurance. Expired insurance policies, insurance records, accident reports, claims, etc. Should be kept at the determination of the board of directors

(m) Audit Records. External audit reports should be kept permanently. Internal audit reports should be kept for three years.

**Section 4. Electronic Mail. E-mail that needs to be saved should be either:**

(i) printed in hard copy and kept in the appropriate file; or

(ii) downloaded to a computer file and kept electronically or on disk as a separate file. The retention period depends upon the subject matter of the e-mail, as covered elsewhere in this policy.

**ARTICLE XI**

**Transparency and Accountability**  
**Disclosure of Financial Information With The General Public**

**11.01 Purpose**

By making full and accurate information about its mission, activities, finances, and governance publicly available, SENIORS UNLIMITED LIFESTYLES, INC. practices and encourages transparency and accountability to the general public. This policy will:

- (a) indicate which documents and materials produced by the corporation are presumptively open to staff and/or the public
- (b) indicate which documents and materials produced by the corporation are presumptively closed to staff and/or the public
- (c) specify the procedures whereby the open/closed status of documents and materials can be altered.

The details of this policy are as follow:

**11.02 Financial and IRS documents (The form 1023 and the form 990)**

SENIORS UNLIMITED LIFESTYLES, INC. shall provide its Internal Revenue forms 990, 990-T, 1023 and 5227, bylaws, conflict of interest policy, and financial statements to the general public for inspection free of charge.

**11.03 Means and Conditions of Disclosure**

SENIORS UNLIMITED LIFESTYLES, INC. shall make "Widely Available" the aforementioned documents on its internet website: SENIORS UNLIMITED LIFESTYLES, INC. to be viewed and inspected by the general public.

- (a) The documents shall be posted in a format that allows an individual using the Internet to access, download, view and print them in a manner that exactly reproduces the image of the original document filed with the IRS (except information exempt from public disclosure requirements, such as contributor lists).
- (b) The website shall clearly inform readers that the document is available and provide instructions for downloading it.
- (c) SENIORS UNLIMITED LIFESTYLES, INC. shall not charge a fee for downloading the information. Documents shall not be posted in a format that would require special computer hardware or software (other than software readily available to the public free of charge).
- (d) SENIORS UNLIMITED LIFESTYLES, INC. shall inform anyone requesting the information where this information can be found, including the web address. This

information must be provided immediately for in-person requests and within 7 days for mailed requests.

#### **11.04 IRS Annual Information Returns (Form 990)**

SENIORS UNLIMITED LIFESTYLES, INC. shall submit the Form 990 to its board of directors prior to the filing of the Form 990. While neither the approval of the Form 990 or a review of the 990 is required under Federal law, the corporation's Form 990 shall be submitted to each member of the board of director's via (hard copy or email) at least 10 days before the Form 990 is filed with the IRS.

#### **11.05 Board**

- (a) All board deliberations shall be open to the public except where the board passes a motion to make any specific portion confidential.
- (b) All board minutes shall be open to the public once accepted by the board, except where the board passes a motion to make any specific portion confidential.
- (c) All papers and materials considered by the board shall be open to the public following the meeting at which they are considered, except where the board passes a motion to make any specific paper or material confidential.

#### **11.06 Staff Records**

- (a) All staff records shall be available for consultation by the staff member concerned or by their legal representatives.
- (b) No staff records shall be made available to any person outside the corporation except the authorized governmental agencies.
- (c) Within the corporation, staff records shall be made available only to those persons with managerial or personnel responsibilities for that staff member, except that
- (d) Staff records shall be made available to the board when requested.

#### **11.07 Donor Records**

- (a) All donor records shall be available for consultation by the members and donors concerned or by their legal representatives.
- (b) No donor records shall be made available to any other person outside the corporation except the authorized governmental agencies.
- (c) Within the corporation, donor records shall be made available only to those persons with managerial or personnel responsibilities for dealing with those donors, except that ;
- (d) donor records shall be made available to the board when requested.

**ARTICLE XII**  
**CODES OF ETHICS AND WHISTLEBLOWER POLICY**

**12.01 Purpose**

SENIORS UNLIMITED LIFESTYLES, INC. requires and encourages directors, officers and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of SENIORS UNLIMITED LIFESTYLES, INC. to adhere to all laws and regulations that apply to the corporation and the underlying purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations.

**12.02 Reporting Violations**

If any director, officer, staff or employee reasonably believes that some policy, practice, or activity of SENIORS UNLIMITED LIFESTYLES, INC. is in violation of law, a written complaint must be filed by that person with the vice president or the board president.

**12.03 Acting in Good Faith**

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be subject to civil and criminal review.

**12.04 Retaliation**

Said person is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of SENIORS UNLIMITED LIFESTYLES, INC. and provides the SENIORS UNLIMITED LIFESTYLES, INC. with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement.

SENIORS UNLIMITED LIFESTYLES, INC. shall not retaliate against any director, officer, staff or employee who in good faith, has made a protest or raised a complaint against some practice of SENIORS UNLIMITED LIFESTYLES, INC. or of another individual or entity with whom SENIORS UNLIMITED LIFESTYLES, INC. has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy.

SENIORS UNLIMITED LIFESTYLES, INC. shall not retaliate against any director, officer, staff or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of SENIORS UNLIMITED LIFESTYLES, INC. that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

**12.05 Confidentiality**

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

**12.06 Handling of Reported Violations**

The board president or vice president shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation.

This policy shall be made available to all directors, officers, staffs or employees and they shall have the opportunity to ask questions about the policy.

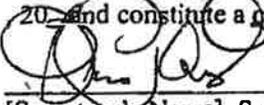
**ARTICLE XIII**  
**AMENDMENT OF ARTICLES OF INCORPORATION**

**13.01 Amendment**

Any amendment to the Articles of Incorporation may be adopted by approval of two-thirds (2/3) of the board of directors.

**CERTIFICATE OF ADOPTION OF BYLAWS**

I do hereby certify that the above stated Bylaws of SENIORS UNLIMITED LIFESTYLES, INC. were approved by the SENIORS UNLIMITED LIFESTYLES, INC. board of directors on July 20, 2017 and constitute a complete copy of the Bylaws of the corporation.

  
\_\_\_\_\_  
[Secretary's Name], Secretary

Date: 9/9/2017

INTERNAL REVENUE SERVICE

DEPARTMENT OF THE TREASURY

P. O. BOX 2508  
CINCINNATI, OH 45201

Date:

JUL 07 2006

SENIORS UNLIMITED LIFESTYLES INC  
C/O ANGELA D WHITEHEAD  
453 LOWDALE CRESSCENT  
CHESAPEAKE, VA 23325-1531

Employer Identification Number:

56-2493920

DGN:

17053256005035

Contact Person:

KAREN T HOOD

ID# 75069

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

October 14, 2004

Contribution Deductibility:

Yes

Advance Ruling Ending Date:

December 31, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

SENIORS UNLIMITED LIFESTYLES INC

Sincerely,

A handwritten signature in cursive script, appearing to read "Lois G. Lerner".

Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)  
Statute Extension

Letter 1045 (DO/CG)

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

**AT RICHMOND, OCTOBER 14, 2004**

The State Corporation Commission has found the accompanying articles submitted on behalf of  
**SENIORS UNLIMITED LIFESTYLES, INC.**

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

**CERTIFICATE OF INCORPORATION**

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of  
the Commission, effective October 14, 2004.

The corporation is granted the authority conferred on it by law in accordance with the articles,  
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT  
CIS0313  
04-10-14-0049

## SULI OFFICERS/BOARD MEMBERS

Chief Executive Officer: - 19 years

Angela Whitehead  
453 Longdale Crescent  
Chesapeake, VA 23325  
Tel: 757-737-3713

President: 11 years

Kedron Springer, Esq. – Attorney at Law  
2408 Amie Drive  
Chesapeake, VA 23322  
Tel: 757-297-6311

Vice President: - 5 years

Monique Hitchcock – Director of Growth and Business  
Development  
3129 Bloomfield Court  
Virginia Beach, VA 23453  
Tel: 757-288-0702

Treasurer: - 16 years

Gerald Porter – Insurance Agent  
1815 Cullen Ave.  
Chesapeake, VA 23324  
Tel: 757-395-9829

Secretary: - 4 years

Katrina Griggs – Real Estate Broker  
705 Albertine Court  
Chesapeake, VA 23320  
Tel: 757-419-6443

Board Member: 16 years

Evelyn Cooper – Ret. Clerk Transcriber/Social Services  
1001 Rosemead Court  
Virginia Beach, VA 23464  
Tel: 757-375-5559

## TRANQUILITY AT THE LAKES 1 WAITLIST

NAME	DATE	PHONE NUMBER	CALL BACK DATE	NOTES
Patricia Morrow	05/01/19	757-318-8893		1 Bedroom
Marilyn Lloyd	05/16/19	757-632-8983		1 Bedroom
Wilhelmina McPherson	05/21/19			1 Bedroom
Raonda Pearson	05/21/19	757-785-6714		1 Bedroom
Katheryn Georgiades	05/21/19	757-434-6768		1 Bedroom
Donna Pittman	05/28/19	757-419-9537		1 Bedroom
SeneFreeman/Nikita Freeman	06/04/19	757-718-6403		2 Bedroom
Angela Bariner	06/06/19	757-698-8670		1 Bedroom
Cassandra Williams	07/11/19	757-460-3772		1 Bedroom
Lloyd Green	07/16/19	757-578-2545		1 Bedroom
Videe Burfort	07/16/19	757-236-7892		1 Bedroom
Brenda Lambert	07/30/19	757-202-0582		1 Bedroom
Diane Washington	08/08/19	757-285-5045		2 Bedroom
Lolita Kline	08/08/19	757-977-2835		2 Bedroom
Brenda Davis	08/08/19	757-232-9436	757-962-0034 Home	1 Bedroom
Peggy Turner	08/08/19	757-339-3144		1 Bedroom
Gloria Jones	08/22/19	757-264-0045		1 Bedroom
Kenneth Diggs	08/29/19			1 Bedroom
Myrita Copeland	09/03/19	757-805-9491		1 Bedroom
Ms. Grinus	09/03/19	757-853-3606		1 Bedroom

## TRANQUILITY AT THE LAKES 1 WAITLIST

NAME	DATE	PHONE NUMBER	CALL BACK DATE	NOTES
Sophia Reid	09/12/19	757-305-2242		1 Bedroom
Catherine Bell	09/12/19	757-532-9603	Moved in 2022	1 Bedroom
Thelma Carr	10/08/19	757-770-4479		2 Bedroom
Donita Daye	01/06/20	757-235-2689		1 Bedroom
JoAnn Shannon	01/09/20	870-421-2533		1 Bedroom
Jacque Jernigan	01/09/20	757-264-0283		1 Bedroom
Helen Barriteau	01/14/20	757-915-3262		1 Bedroom
Martha Forbes	01/14/20	240-506-6698		1 Bedroom
Lawanda Childs	01/17/20	757-620-0937		1 Bedroom
Willis Taylor	01/31/20	757-506-5293		1 Bedroom
Carol Robinson	01/31/20	757-857-0929		1 Bedroom
Ronnie Carmichael	02/12/20	757-412-7551		1 Bedroom
Angie Boswell	02/15/20	757-770-2585	Moved in 2023	1 Bedroom
Ethell Mumford	02/15/20	757-998-3579		1 Bedroom/ Has Voucher from Lynnhaven Landing VB
Sharon Chadwick	03/12/20	757-386-5718		1 Bedroom
Patricia Burton	03/21/20	757-738-6232		1 Bedroom
Linda Semaria	03/21/20	757-334-1632		1 Bedroom
Pete Smith	03/26/20	757-288-0297		1 Bedroom
Camarron Rich/Dorothy Owens	04/02/20	757-330-2020		1 Bedroom
Angela Parker	04/04/20	757-749-5037		1 Bedroom

## TRANQUILITY AT THE LAKES 1 WAITLIST

NAME	DATE	PHONE NUMBER	CALL BACK DATE	NOTES
Jennifer McDonna	04/15/20	757-515-9667		1 Bedroom
Carlton Lewis	04/30/20	757-735-4680		1 Bedroom
Pam	06/06/20	757-324-1422		1 Bedroom
Tenusha Sherrod	06/06/20	757-323-8091		1 Bedroom
Patricia Morrow	06/10/20	757-318-8893		1 Bedroom
Sylvia Spearman	06/10/20	757-893-2629		1 Bedroom
Ms. Powell - For Dad	06/18/20	757-708-2020		1 Bedroom
Jeannette Dixon	06/20/20	757-502-3161		1 Bedroom
Regina Fernandes	07/14/20	757-575-3351		1 Bedroom
Sheree Smith	07/28/20	757-963-2877		1 Bedroom
Cheryl Stewart	10/08/20	757-951-8979		1 Bedroom
Phelma Chatmon	10/13/20	757-598-2520		1 Bedroom
Corey Cooley	10/17/20	240-506-6698		1 bedroom/ For Mom
Joe Simonetta Jr.	10/20/20	757-618-1276		1 Bedroom
Wilma McDaniel	10/21/20	757-705-5560		1 Bedroom
Rutnic Hamlin	10/27/20	757-770-1501		1 Bedroom

## TRANQUILITY AT THE LAKES 1 WAITLIST

NAME	DATE	PHONE NUMBER	CALL BACK DATE	NOTES
Vivian Ganere -Rented	10/29/20	908-720-5426		1 Bedroom
Lavern Strayhorn	10/29/20	757-434-4035		2 Bedroom
Dorothy Smith	10/29/20	912-318-2882		1 Bedroom
Victor Edwards	10/29/20	757-318-8910		1 Bedroom
Angela Ingram	10/29/20	757-450-2329		1 Bedroom
Jefferson Smith	11/12/20	757-386-1315		1 Bedroom
Vincent Lofton	11/14/20	757-201-2327		1 Bedroom
Colista McCoy	11/19/20	405-493-1958		1 Bedroom
Vella Norman	12/01/20	757-451-9965		1 Bedroom
Iris Diaz	12/02/20	757-748-4216		1 Bedroom
Ronnie Booker	12/04/20	434-760-3489		1 Bedroom
Ervin Carter	12/13/20	757-386-1839		1 Bedroom
Sharon Mayo	01/02/21	757-343-6071		1 Bedroom
Robert Mayo	01/02/21	757-434-6071		1 Bedroom
Sheilia Perez	01/14/21	757-383-5978		1 Bedroom
Barbara McKenzie	01/19/21	757-337-7427		1 Bedroom
Rene McDuffy-Harris	02/01/21	919-785-8518		1 Bedroom
Anna Oliver	02/15/21	646-510-1428		1 Bedroom
Carol English		757-961-7304		1 Bedroom
Jeffrey Joyner		757-447-8739	Moved in 2023	1 Bedroom

## TRANQUILITY AT THE LAKES 1 WAITLIST

NAME	DATE	PHONE NUMBER	CALL BACK DATE	NOTES
Blanch Hollman		757-687-6610		1 Bedroom
Evelyn Jordan		757-965-7540		1 Bedroom
Jimmy Freeman	02/15/21	757-805-7438		1 Bedroom
Dorothy Gaines		757-645-1957		1 Bedroom
Doris Harrell		757-671-2318		1 Bedroom
Jacqueline Keaton	02/15/21	757-701-8883		1 Bedroom
Erica Chapman		757-588-7756		1 Bedroom
Golithia Wright		757-918-5909		1 Bedroom
Jeanette Sumner -Rented		252-228-4101		1 Bedroom
Ronnie Smith/Sandra Willie	03/01/21	757-439-8789		1 Bedroom
JoAnn Harris	03/01/21	757-469-2507		1 Bedroom
Sharon Barber	06/07/22	757-727-0072		1 Bedroom
Robert Hodge	08/08/22	757-404-9087		1 Bedroom
Jamel Brown	08/26/22	jamelbrown53@yahoo.com		1 Bedroom
Richard Yates	09/22/22	757-998-1433	Moved in 2023	1 Bedroom
Dennis Whitehurst	09/28/22	757-468-0457		1 Bedroom
Lisa Yvang	09/30/22	757-339-2828		1 Bedroom
Karen May	10/04/22	757-286-8144		1 Bedroom
Pat Williams	10/07/22	757-503-0328		1 Bedroom
Darlene Sweet	10/08/22	757-553-1487		1 Bedroom

## TRANQUILITY AT THE LAKES 1 WAITLIST

NAME	DATE	PHONE NUMBER	CALL BACK DATE	NOTES
Janice Williams	10/12/22	jandwillmd@live.com		1 Bedroom

# **Tab J:**

Relocation Plan and Unit Delivery Schedule  
(MANDATORY-Rehab)

**NOT APPLICABLE**

# **Tab K:**

Documentation of Development Location:

# **Tab K.1**

Revitalization Area Certification

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**A RESOLUTION DECLARING THE PROPOSED  
LOCATION OF TRANQUILITY AT THE LAKES II  
TO BE A REVITALIZATION AREA IN ORDER TO  
QUALIFY FOR VIRGINIA HOUSING FINANCING**

WHEREAS, pursuant to Section 36-55.30:2(A) of the Code of Virginia, the City Council of the City of Virginia Beach, Virginia, desires to designate an area as shown on Exhibit A attached hereto (the "Area") as a revitalization area;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF VIRGINIA BEACH, VIRGINIA, THAT:

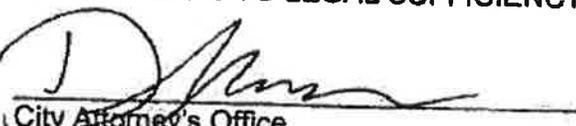
1. The Council makes the following determinations:
  - a. The industrial, commercial or other economic development of the Area will benefit the City but the Area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Area; and
  - b. Private enterprises 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 to low and moderate income persons and families in the Area and will induce other persons and families to live within the Area and thereby create a desirable economic mix of residents in the Area.
2. Pursuant to § 36-55.30:2(A) of the Code of Virginia, the Area is hereby designated as a revitalization area.

Adopted by the Council of the City of Virginia Beach, Virginia on the 16th day of March, 2021.

APPROVED AS TO CONTENT:

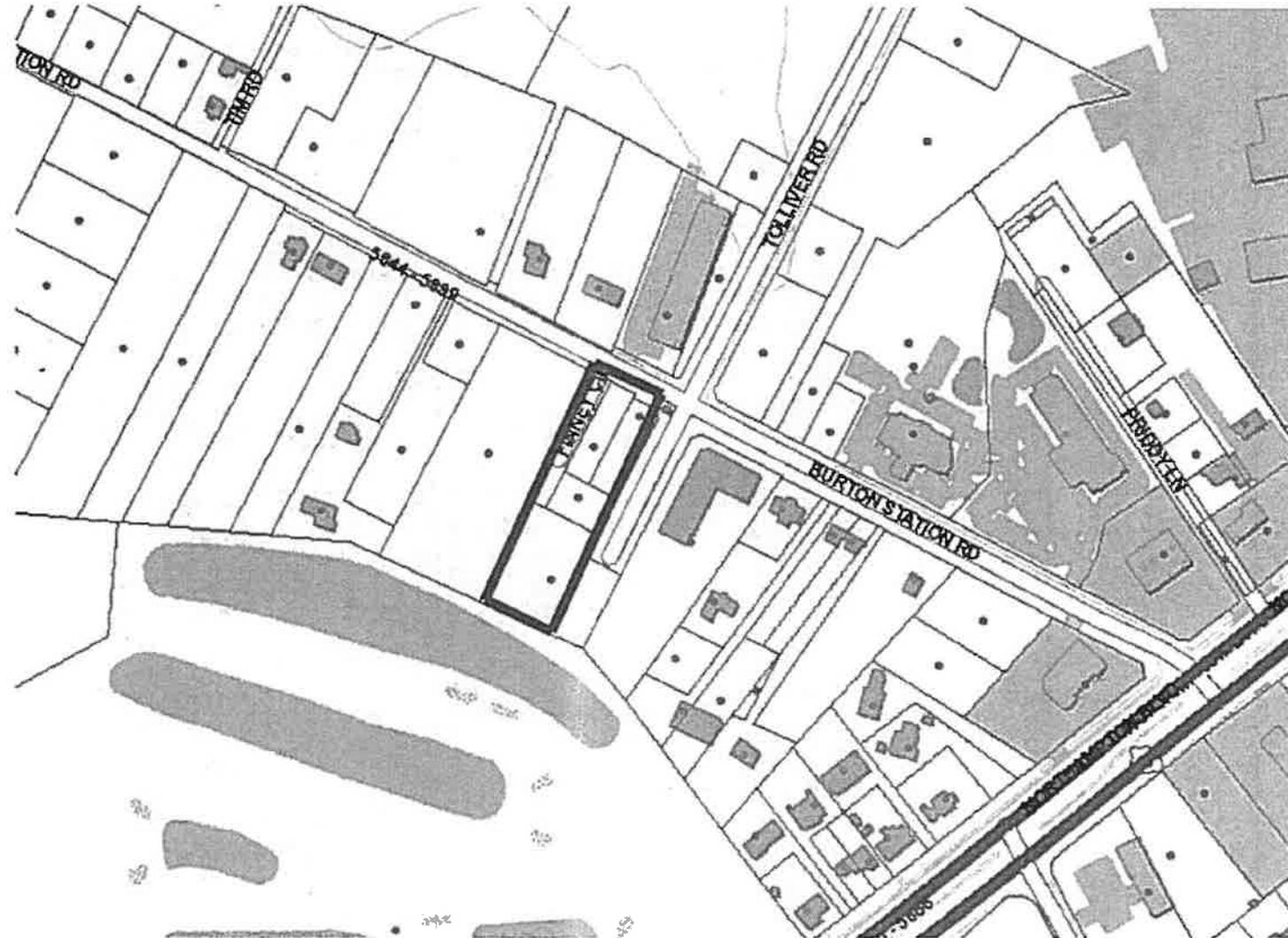
  
Housing and Neighborhood  
Preservation

APPROVED AS TO LEGAL SUFFICIENCY:

  
City Attorney's Office

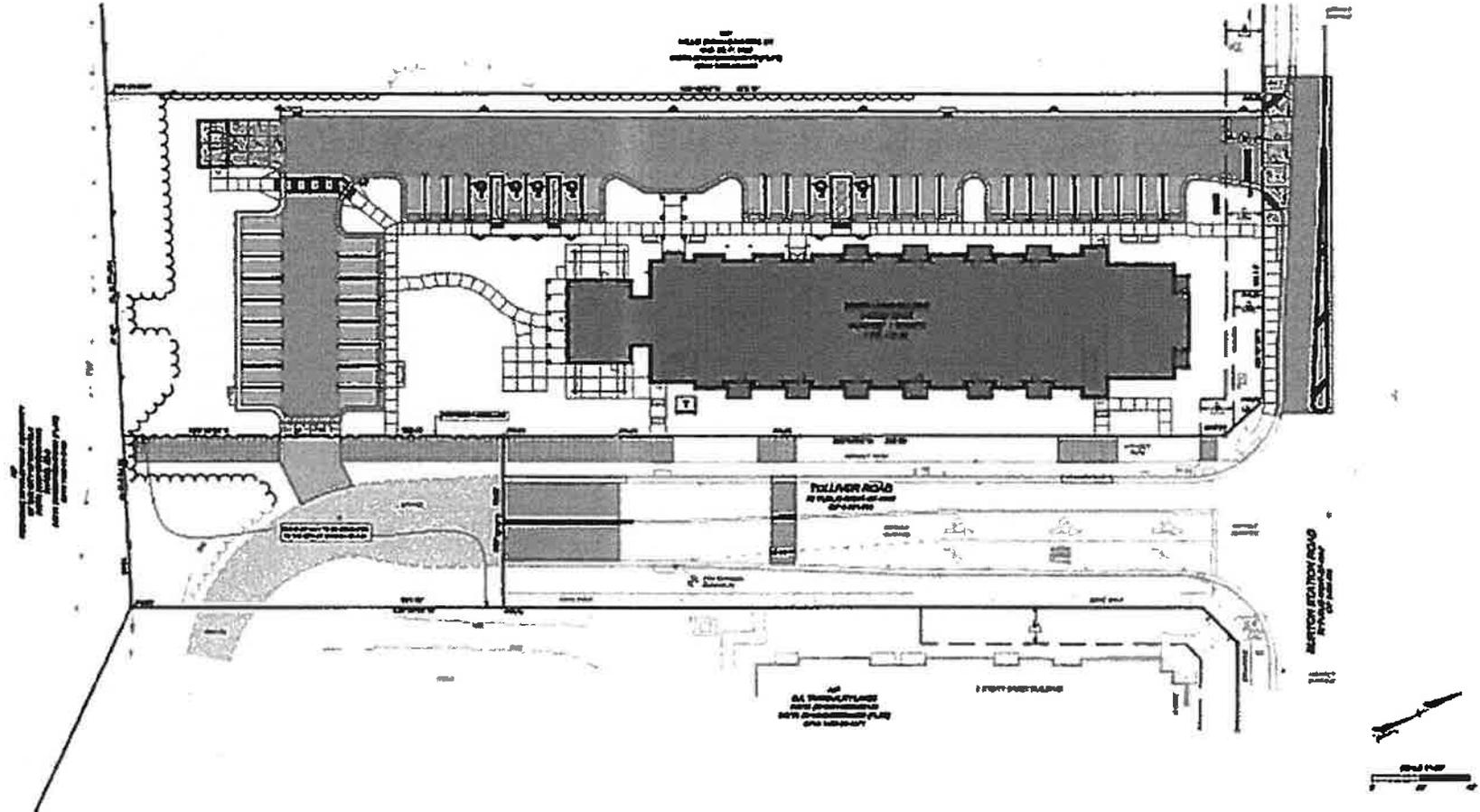
CA15334  
R-1  
March 4, 2021

**Exhibit A – Tranquility at the Lakes II**



**Location and Site Layouts – GPIN 1458-88-2715, 1458-88-2897, 1458-89-2090, 1458-89-3052, 1458-89-2065**

Exhibit A – Tranquility at the Lakes II

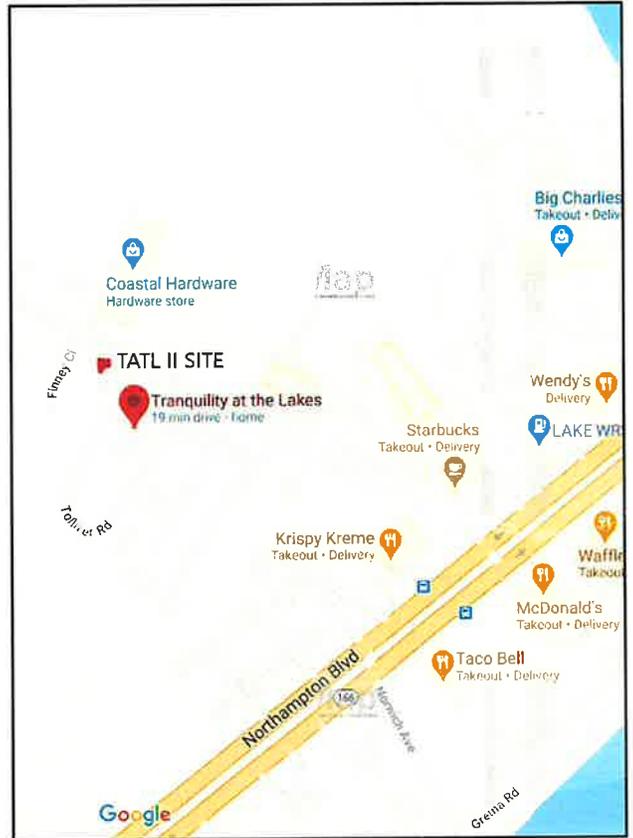
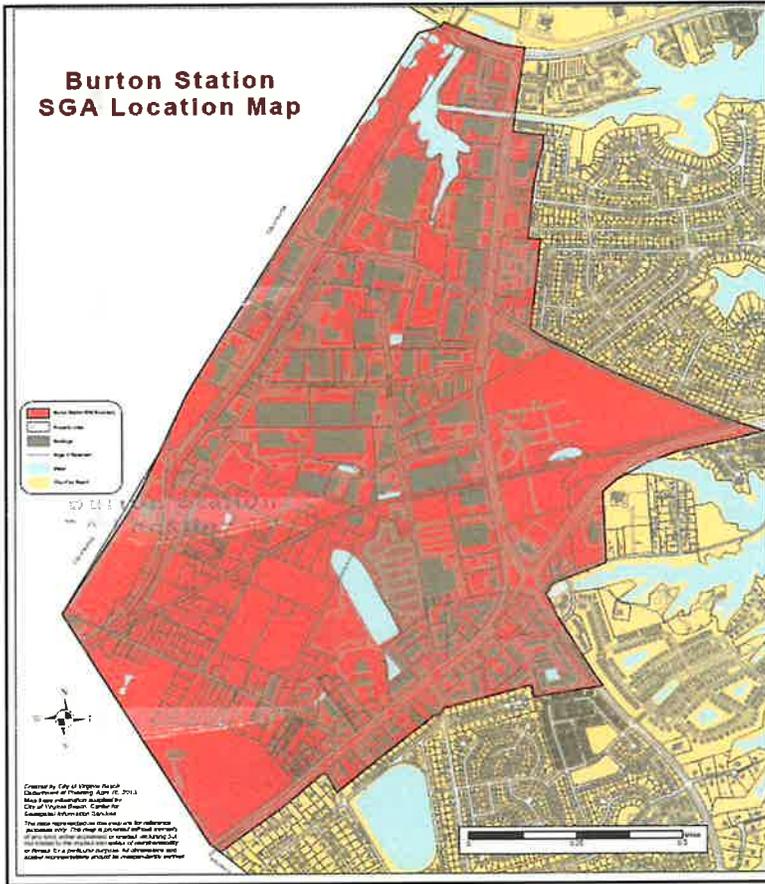


Location and Site Layouts – GPIN 1458-88-2715, 1458-88-2897, 1458-89-2090, 1458-89-3052, 1458-89-2065

# Tab K.2

Location Map

## TAB K. 2: Tranquility At The Lakes II Location Map



**TAB K.2 : Location Map**

**Tranquility at the Lakes II**

**TATL II Location Map**



**TATL II Site Location**



**5837 Burton Station Road**



**5841 Burton Station Road**



**1012 Finney Circle**



**1020 Finney Circle**



# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation

### Surveyor's Certification of Proximity to Transportation

DATE: 03/02/2022

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

RE: 2023 Tax Credit Reservation Request  
Name of Development: Tranquility at the Lakes II  
Name of Owner: SUL Tranquility Lakes II, LLC

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.



Timmons Group  
Firm Name

By: 

Its: Sr. Project Manager  
Title

# **Tab L:**

PHA / Section 8 Notification Letter



# City of Virginia Beach

DEPARTMENT OF HOUSING AND  
NEIGHBORHOOD PRESERVATION  
MAIN: (757)-385-5750  
FAX: (757) 385-5766  
TD: (757) 385-5794

[VBgov.com](http://VBgov.com)  
MUNICIPAL CENTER  
2424 COURTHOUSE DRIVE  
BUILDING 18A  
VIRGINIA BEACH, VA 23456-9083  
[VBGOV.COM/DEPT/HOUSING](http://VBGOV.COM/DEPT/HOUSING)

March 10, 2023

Seniors Unlimited Lifestyles, Inc.  
Attn: Angela Whitehead, CEO  
453 Longdale Crescent  
Chesapeake, VA 23325

**RE:** Commitment of Project-Based Assistance to Tranquility at the Lakes II

Dear Ms. Whitehead:

The Virginia Beach Department of Housing and Neighborhood Preservation is committed to providing the Tranquility at the Lakes II project with project-based rental assistance vouchers (PBVs) for twenty (20) units. This commitment is in effect from January 12, 2022 - December 31, 2023. This award is conditional upon an execution of AHAP, HAP, and other HUD and DHNP requirements, as applicable. The initial term of the PBVs will be 15 years subject to the execution of a HAP contract and shall be eligible for renewal.

This commitment is contingent on the project's reservation of Low-Income Housing Tax Credits (LIHTC) from Virginia Housing no later than December 31, 2023. This award is also conditional upon HUD's approval of DHNP's annual plan, your provision of all required pre-requisites in coordination with DHNP and approved HUD subsidy layering review. Re-verification and monitoring of your project and compliance with all applicable laws and regulations will also be required prior to finalizing the HAP.

No physical activity, including rehabilitation, construction, or demolition; can take place on the site or buildings thereon until the entire Environmental Review Process is completed. If any physical activity does take place, no federal assistance will be awarded. This project will be subject to Davis Bacon and Section 3 federal requirements regarding hiring of labor and contractors.

We look forward to working with you as you develop this project to provide the City of Virginia Beach additional affordable housing opportunities.

Sincerely,

*Ruth D. Hill*

Ruth D. Hill (Mar 14, 2023 09:28 EDT)

Ruth D. Hill

Director, Department of Housing and Neighborhood Preservation, City of Virginia Beach

Cc: Jessica Guglielmo, President and CEO, Virginia Beach CDC  
Cindy M. Walters, Compliance & Development Officer  
David Grigsby, Home Rental Administrator

## Appendices continued

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

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

#### **General Instructions**

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

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

# Appendices continued

## PHA or Section 8 Notification Letter

Date 3/102023

To Ruth Hill, Director, DHNP City of Virginia Beach  
2424 Courthouse Drive Building #18A  
Virginia Beach, VA 23456

RE: Proposed Affordable Housing Development

Name of Development Tranquility at the Lakes II

Name of Owner SUL Tranquility Lakes II, LLC.

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on February 2025.

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

Development Address:

5837 and 5841 Burton Station Road, 1012 and 1020 Finney Circle; and Finney Circle - Right of Way

GPINs: 1458-88-2897, 1458-89-3052, 1458-89-2090, 1458-88-2715, 1458-89-2065

Proposed Improvements:

- New Construction: 38 #Units 1 #Buildings  
 Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings  
 Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

Proposed Rents:

- Efficiencies: \$ \_\_\_\_\_ /month  
 1 Bedroom Units: \$ 859, 1250 /month  
 2 Bedroom Units: \$ 1007, 1461 /month  
 3 Bedroom Units: \$ \_\_\_\_\_ /month  
 4 Bedroom Units: \$ \_\_\_\_\_ /month

Other Descriptive Information:

New construction of a 38 unit senior housing development available to households at 40%, 50%, and 60% of the area median income.

## Appendices continued

### PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (757)-500-2745.

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

Sincerely yours,

Name: Jessica Guglielmo

Title: President

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

Seen and Acknowledged By: *Ruth D. Hill*  
Ruth D. Hill (Mar 14, 2023 09:25 EDT)

Printed Name: Ruth Hill

Title: Director, Housing and Neighborhood Preservation

Phone 757-385-5752

Date March 10, 2023

# **Tab M:**

Locality CEO Response Letter



# City of Virginia Beach

[VBgov.com](http://VBgov.com)

DEPARTMENT OF HOUSING AND  
NEIGHBORHOOD PRESERVATION  
MAIN: (757) 385-5750  
FAX: (757) 385-5766  
TDD: (757) 385-5794

MUNICIPAL CENTER  
2424 COURTHOUSE DRIVE  
BUILDING 18A  
VIRGINIA BEACH, VA 23456-9083  
[VBGOV.COM/DEPT/HOUSING](http://VBGOV.COM/DEPT/HOUSING)

## Locality CEO Letter

March 13, 2023

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

Virginia Housing Tracking Number: 2023-C-16  
Development Name: Tranquility at the Lakes II  
Name of Owner/Applicant: SUL Tranquility at the Lakes II, LLC.

Dear Mr. Bondurant:

The construction or rehabilitation of the above-named development and the allocation of federal housing tax credits available under IRC Section 42 for said development will help to meet the housing needs and priorities of the City of Virginia Beach. Accordingly, the City of Virginia Beach supports the allocation of federal housing tax credits requested by SUL Tranquility at the Lakes II, LLC. for this development.

Yours truly,

Ruth D. Hill

Ruth D. Hill (Mar 14, 2023 09:27 EDT)

Signature

Ruth Hill

[CEO Name]

Director, Housing and Neighborhood Preservation

[Title]

# **Tab N:**

Homeownership Plan

**NOT APPLICABLE**

# **Tab O:**

**Plan of Development Certification Letter**



# City of Virginia Beach

[VBgov.com](http://VBgov.com)

PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT  
DEVELOPMENT SERVICES CENTER (DSC)  
PHONE (757) 385-4621  
FAX (757) 385-5769

2875 SABRE STREET, SUITE 500  
VIRGINIA BEACH, VA 23452-7365  
[WWW.VBGOV.COM/PLANNING](http://WWW.VBGOV.COM/PLANNING)

## Plan of Development Certification

**DATE:** March 17, 2021

**TO:** Virginia Housing Development Authority  
601 South Belvidere Street  
Richmond, VA 23320  
Attn: JD Bondurant

**RE:** PLAN OF DEVELOPMENT CERTIFICATION

Name of Development: Tranquility at the Lakes II Apartments  
Name of Owner/Applicant: SUL Tranquility Lakes II LLC  
Name of Seller/Current Owner: City of Virginia Beach

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

### **DEVELOPMENT DESCRIPTION:**

Development Address: 5837 and 5841 Burton Station Road; 1012 and 1020 Finney Circle; and Right-of-Way

Legal Description: GPINs 1458-88-2897-0000, 1458-89-3052-0000, 1458-89-2090-0000, 1458-88-2715-0000, 1458-89-2065-0000 - See Attached.

Plan of Development Number: TG Job #39258.002, Accela Record No. 2020-DSC-012862, DSC File #B04-012862-SP

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>38</u> # Units	<u>1</u> # Buildings	<u>36,216 Sq. Ft.</u>	Total Floor Area
<input type="checkbox"/> Adaptive Reuse:	<u>    </u> # Units	<u>    </u> # Buildings	<u>                    </u>	Total Floor Area
<input type="checkbox"/> Rehabilitation:	<u>    </u> # Units	<u>    </u> # Buildings	<u>                    </u>	Total Floor Area

Other Description Information:

New construction of 38-unit senior housing development available to households at 40%, 50%, and 60% area median income featuring 32 1-BR units and 6 2-BR units.

**LOCAL CERTIFICATION:**

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

The above plan of development approval is in effect until March 17, 2026.



\_\_\_\_\_  
Signed

Ronald M. Frink  
Printed Name

DSC Project Coordinator  
Title

(757) 385-5661  
Phone

March 17, 2021  
Date

NOTES TO LOCALITY:

1. Return this certification to the development for inclusion in the tax credit application package.
2. Any change in this form may result in a reduction of points under the scoring system. If you have any questions, please call the Tax Credit Allocation Department at (804) 343-5518.

Parcel 1: 1012 Finney Circle GPIN 1458-88-2715-0000

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INST. #20130102000003920, INST. #20121221001461910 1458-88-2715-0000" and further designated as "RESIDUAL AREA OF GPIN 1458-88-2715," as shown on that certain plat entitled: "PLAT SHOWING RIGHT OF WAY HEREBY ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS VIRGINIA BEACH, VIRGINIA," Scale 1" = 40', dated April 19, 2018 and revised through January 8, 2019, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest OF the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Kay Z. Kesser by Deed dated December 18, 2012 and recorded in the aforesaid Clerk's Office as Instrument Number 20130102000003920.

Parcel 2: 1020 Finney Circle GPIN 1458-88-2897-0000

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, VIRGINIA and designated and described as: "RESIDUAL AREA TO BE ACQUIRED BY THE CITY OF VIRGINIA BEACH AREA = 8,198 S.F. OR 0.1882 AC," and further designed as "RESIDUAL AREA TO BE ACQUIRED BY THE CITY OF VIRGINIA BEACH 8,198 SQUARE FEET 0.1882 ACRES" as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY AND PROPERTY TO BE ACQUIRED FROM ROBERT L. ELLOITT AND HELEN TYLER BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENT CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale 1" = 40', dated January 11, 2011 and revised through September 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130927001160920, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest fo the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Robert L. Elliott and Helen Tyler dated September 18, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130930001163420.

IT FURTHER BEING a portion of the same property conveyed to the City of Virginia Beach by Deeds of Confirmation dated September 18, 2013 from Earl Littleton Elliott, Jr. recorded in the aforesaid Clerk's Office as Instrument Number 20160815000718630; form Romona S. Corprew as Instrument Number 20160809000693760; and from Adrian T. Elliott as Instrumber Number 20160727000644160.

Parcel 3: 5837 Burton Station Road GPIN 1458-89-3052-0000

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INSTRUMENT #20131017001240220 INSTR # 20131016001232250 (PLAT) 1458-89-3052" and further designated as "RESIDUAL AREA OF GPIN 1458-89-3052", as shown on that certain plat entitled "PLAT SHOWING EASEMENT TO BE ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGNIA BEACH, VIRGINIA," Scale 1" = 40', dated August 29, 2016, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20180226000152270, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia, Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20161026000968630, 20160726000641970, and 20160805000683460.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA = 930 S.F. OR 0.0213 AC." and further described as "PROPOSED DRAINAGE EASEMENT 930 SQUARE FEET 0.0213 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest fo the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Alphonso Elliott, Executor of the Estate of Martha Virginia Elliott by Deed dated October

9, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20131017001240220.

Parcel 4: 5841 Burton Station Road GPIN 1458-89-2090-0000

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH D.B. 3617, PG. 652, D.B. 429, PG. 271 (PLAT) 1458-89-2090" and further designated as "RESIDUAL AREA OF GPIN 1458-89-2090 9,430 SQUARE FEET 0.2165 ACRES," as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY HEREBY ESTABLISHED AND EASEMENTS TO BE CONVEYED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale 1" = 40', dated January 11, 2011, and revised through February 25, 2014, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20150204000104180, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia, Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160630000559760, 20160726000642000, and 20160627000547020.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED AREA = 750 S.F. OR 0.0172 AC." And further described as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED 750 SQUARE FEET 0.0172 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest fo the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott and Jennie A. Elliott, husband and wife, by Deed dated January 10, 1996 and recorded in the aforesaid Clerk's Office in Deed Book 3617, at Page 652.

Parcel 5: Private Right of Way GPIN 1458-89-2065-0000

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED AREA = 7,913 S.F. OR 0. 1817 AC." and further designated as "RESIDUAL AREA TO BE ACQUIRED 7,193 SQUARE

FEET 0.1817 ACRES" as shown on that certain plat entitled: "PLAT SHOWING PROPERTY TO BE ACQUIRED FROM GEORGE W. ELLIOTT BY THE CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale 1" = 40', dated March 18, 2013 and revised through March 26, 2013, which plat is recorded in the Clerk's Office fo the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130328000360010, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia, Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160412000297120, 20160804000675130, and 20160602000468670.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPSOED PUBLIC DRAINAGE EASEMENT AREA = 450 S.F. OR 0.0103 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 450 SQUARE FEET 0.0103 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest fo the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott by Deed dated April 4, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130423000463620.

# **Tab Q:**

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



# City of Virginia Beach

VBgov.com

DEPARTMENT OF HOUSING AND  
NEIGHBORHOOD PRESERVATION  
MAIN: (757) 385-5750  
FAX: (757) 385-1874  
TTY: 711  
TDD: (757) 385-5784

MUNICIPAL CENTER  
BUILDING 21, ROOM 144  
2408 COURTHOUSE DRIVE  
VIRGINIA BEACH, VA 23456-6083  
[WWW.VBGOV.COM/DEPT/HOUSING](http://WWW.VBGOV.COM/DEPT/HOUSING)

March 14, 2023

Seniors Unlimited Lifestyles, Inc.  
Attn: Angela Whitehead, CEO  
453 Longdale Crescent  
Chesapeake, VA 23325

Via – E-mail

**PURPOSE:** *Recension of Commitment Letter of November 3, 2022 (superseded) – to be replaced by the following to add additional funding. Only Change is additional funding.*

**RE:** Proposal Submission in Response to FY 19-20 HOF RFP for HOME Funding and Project Based Vouchers (PBVs) for "Tranquility at the Lakes, II" a new affordable Seniors Residential Apartment Community

Dear Ms. Whitehead:

You submitted an application for FY 2019-2020 funding for the above referenced project in *encl* response to an RFP we issued. In your proposal you proposed to build a new ~~46~~<sup>38</sup> unit affordable apartment building for seniors in Virginia Beach. You originally requested \$750,000.00 in HOME funds, setting aside ten (10) HOME units and you requested twenty (20) PBVs. This is to be a second project of same scope and size as your successful Tranquility at the Lakes I. In November of 2022 you submitted a letter of request for an additional amount of HOME funds of \$500,000.00. In January 2023, you submitted a revised proposal and request for an additional \$300,000.00 in funding.

I am pleased to inform you that the Department of Housing and Neighborhood Preservation (DHNP) is making a **conditional commitment** of **\$1,550,000.00 in HOME** funding and **twenty (20) PBVs** towards this project. The funding may only be used for the cost of acquisition or construction and not for pre-development costs.

This is a conditional commitment subject to the following actions and approvals.

Condition	Approving Agency(s)
<b>Project Proposal as submitted has no material changes</b>	<b>DHNP</b>
<b>Completion of Environmental Assessment with no significant impact</b>	<b>DHNP &amp; HUD</b>
<b>Availability of funds</b>	<b>City Council &amp; HUD</b>
<b>A Request for Release of Funds and Release of Funds</b>	<b>DHNP &amp; HUD</b>

Condition

Approving Agency(s)

<b>HOME Subsidy Layering Submission &amp; Approval</b>	<b>DHNP</b>
<b>PBV Subsidy Layering Submission &amp; Approval</b>	<b>HUD</b>
<b>All Contract Pre-Requisites are met</b>	<b>DHNP</b>
<b>A HOME contract with the CoVB - fully executed</b>	<b>DHNP</b>
<b>A PBV – AHAP and HAP contracts with the CoVB-fully executed</b>	<b>DHNP</b>

This award is also conditional upon HUD's approval of DHNP's annual plan, your provision of all required pre-requisites in coordination with DHNP, and a mutually agreed upon and fully executed contract, meeting all City of Virginia Beach terms and conditions and applicable Federal requirements. Re-verification and monitoring of your project and compliance with all applicable laws and regulations will also be required prior to award of a contract.

**No physical activity, including rehabilitation, construction, or demolition; can take place on the site or buildings thereon until the entire Environmental Review Process is completed and the contract with the City is fully executed. If any physical activity does take place, no federal funds will be awarded.**

This project will be subject to the Federal Davis Bacon Act and Section 3 federal requirements regarding hiring of labor and contractors. Please ensure that in your project planning you consider any additional costs that may be associated in meeting these requirements.

***Please note that this conditional commitment expires on December 31<sup>st</sup>, 2023, unless renewed. Renewal must be requested by you in writing, will be at our sole discretion, and will be subject to a review of the project's progress or potential progress, and SUL's compliance with requirements to date.***

Cindy Walters will be your main point of contact for the work needed to meet the required conditions for the Environmental Assessment, as well as the HOME contract. David Grigsby, DHNP Rental Housing Administrator, will be your point of contact regarding PBV contracts.

We look forward to working with you on this project that will benefit the citizens of Virginia Beach!

Sincerely,

Ruth D. Hill  
Director

Cc: Cindy M. Walters, Compliance & Development Officer  
David Grigsby, Rental Housing Administrator  
Karen Prochilo, Housing Development Administrator



# City of Virginia Beach

DEPARTMENT OF HOUSING AND  
NEIGHBORHOOD PRESERVATION  
MAIN: (757)-385-5750  
FAX: (757) 385-5766  
TD: (757) 385-5794

[VBgov.com](http://VBgov.com)  
MUNICIPAL CENTER  
2424 COURTHOUSE DRIVE  
BUILDING 18A  
VIRGINIA BEACH, VA 23456-8083  
[VBGOV.COM/DEPT/HOUSING](http://VBGOV.COM/DEPT/HOUSING)

March 10, 2023

Seniors Unlimited Lifestyles, Inc.  
Attn: Angela Whitehead, CEO  
453 Longdale Crescent  
Chesapeake, VA 23325

**RE:** Commitment of Project-Based Assistance to Tranquility at the Lakes II

Dear Ms. Whitehead:

The Virginia Beach Department of Housing and Neighborhood Preservation is committed to providing the Tranquility at the Lakes II project with project-based rental assistance vouchers (PBVs) for twenty (20) units. This commitment is in effect from January 12, 2022 - December 31, 2023. This award is conditional upon an execution of AHAP, HAP, and other HUD and DHNP requirements, as applicable. The initial term of the PBVs will be 15 years subject to the execution of a HAP contract and shall be eligible for renewal.

This commitment is contingent on the project's reservation of Low-Income Housing Tax Credits (LIHTC) from Virginia Housing no later than December 31, 2023. This award is also conditional upon HUD's approval of DHNP's annual plan, your provision of all required pre-requisites in coordination with DHNP and approved HUD subsidy layering review. Re-verification and monitoring of your project and compliance with all applicable laws and regulations will also be required prior to finalizing the HAP.

No physical activity, including rehabilitation, construction, or demolition; can take place on the site or buildings thereon until the entire Environmental Review Process is completed. If any physical activity does take place, no federal assistance will be awarded. This project will be subject to Davis Bacon and Section 3 federal requirements regarding hiring of labor and contractors.

We look forward to working with you as you develop this project to provide the City of Virginia Beach additional affordable housing opportunities.

Sincerely,

*Ruth D. Hill*

Ruth D. Hill (Mar 14, 2023 09:28 EDT)

Ruth D. Hill

Director, Department of Housing and Neighborhood Preservation, City of Virginia Beach

Cc: Jessica Guglielmo, President and CEO, Virginia Beach CDC  
Cindy M. Walters, Compliance & Development Officer  
David Grigsby, Home Rental Administrator

## **TAB Q.2**

### **TAX ABATEMENT**

As noted in the application, TATL II is seeking certification under the ENERGY STAR Multifamily New Construction Program V1 (ESMFNC) and EarthCraft Gold certification. Viridiant conducted a Pre-Review of the TATL II building specifications and determined the development will achieve ENERGY STAR and EarthCraft Gold certifications once constructed.

By delivering an EarthCraft Gold and ENERGY STAR certified building, TATL II will qualify for a reduced tax rate of \$.84 per \$100 of the properties assessed value. The regular real estate tax rate for the City of Virginia Beach is \$1.01 per \$100 assessed value. A copy of the City of Virginia Beach's Energy Efficient Buildings Tax Incentive Program application and a copy of the Viridiant Pre-Review Report are attached to this tab.

Application # \_\_\_\_\_



**The City of Virginia Beach**

**Application for City Code 535-41 Energy Efficient Buildings Tax Reduction**

Date of Application: \_\_\_\_\_ If Paying by Check, Check Number: \_\_\_\_\_

Building/Property Owner Name: SUL Tranquility Lakes II, LLC

Contact Person: Ashley Jarvis Virginia Beach Community Development Corporation

Phone No.: 757-500-2740

Email Address: ashleyjarvis@vbcdc.org

Mailing Address: 2400 Potters Road

City: VA Beach State: VA Zip Code: 23455

Property Address (for the building you are filing): Please see attached list of Parcel Addresses

GPIN of Property: Please see attached list of five parcel GPINS for the development. Zip Code: 23455

(The GPIN of the Property can be found by typing in the property address on the following webpage: <https://www.vbgov.com/property-search>)

In accordance with Code of Virginia §58.1-3221.2, Energy-efficient buildings are a separate classification of property from other types of real property. The classification for energy-efficient buildings does not include the underlying real property.

In addition to this application, the following information is to be submitted to Permits and Inspections for review and inspection in order to certify a building as energy efficient:

- 1) Documentation indicating the building exceeds the energy efficiency standards prescribed in the Virginia Uniform Statewide Building Code by 30 percent.
  - a. Energy-efficient building certification for purposes of this subsection shall be determined by any qualified architect, professional engineer, or licensed contractor who

10/29/2019

is not related to the taxpayer and who shall certify to the taxpayer that he or she has qualifications to provide the certification.

b. Buildings shall be deemed in compliance if it meets or exceeds performance standards of the Green Globes Green Building Rating System of the Green Building Initiative, the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council, the guidelines under the EarthCraft House Program, or is an Energy Star qualified home under the Energy Star program developed by the United States Environmental Protection Agency

- 2) Documentation of the previous fiscal year real assessment for the building.  
(This can be found by typing in the property address on the following webpage:  
<https://www.vbgov.com/property-search> )

Upon review of the city building official, the application and a Certificate of Occupancy, through the issuance of a permit, review of submitted documentation, and inspection verification, indicates the building is in compliance with Code of Virginia §58.1-3221.2 shall be forwarded to the Commissioner of the Revenue and the Real Estate Assessor for purposes of the City land book and assessment. The applicant is required to NOT be in arrears with the City.

The building owner will be notified within 30 days of the decision of the city building official. If qualified, the Commissioner of the Revenue and the Real Estate Assessor will adjust the tax levy on all real estate improvements classified as energy efficient, not exempt from taxation, to the lower tax rate. The real property tax rate imposed in this section shall be applied on the basis of one hundred per centum of fair market value of such real property except for public service property, which shall be on the basis as provided in Section 58.1-2604 of the Code of Virginia.

**Certification:**

I hereby certify that the information above is correct.

Signature of Building Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Return Completed Applications to:

Office of Permits and Inspections/ Department of Planning  
2875 Sabre Street  
Suite 500, Room 109  
Virginia Beach, VA 23452  
Main: (757) 385-4211 Option 3  
Fax: (757) 385-5777

10/29/2019

**Tranquility at the Lakes II (TATL II) –Site/Parcel Summary**

TATL II will be developed on the current site of the following five (5) parcels/property addresses in the City of Virginia Beach.

1. Parcel Address: 5837 Burton Station Road VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-89-3052-0000  
Legal Description: Simon Elliotts Est Replat Lot D 0.2539
  
2. Parcel Address: 5841 Burton Station Road VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-89-2090-0000  
Legal Description: Simon Elliotts Est Lot E 0.2165 Ac
  
3. Parcel Address: 1020 Finney Circle VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-88-2897-0000  
Legal Description: Simon Elliotts Est Pt of Lot 12 0.1882 Ac
  
4. Parcel Address: 1012 Finney Circle VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-88-2715-0000  
Legal Description: Simon Elliotts Est Part of Lot 12
  
5. Parcel Address: Private Right Away, City of VA Beach, VA 23455  
GPIN/Parcel ID#: 1458-89-2065-0000  
Legal Description: Finney Circle 30ft Private Right of Way



## 📍 Coronavirus Information

For information about Coronavirus, visit our emergency site (<https://emergency.vbgov.com>) at <https://emergency.vbgov.com/coronavirus>.

# Energy Efficient Buildings

A special tax rate is available to qualified residential and commercial energy-efficient buildings, not including the land on which they are located. Qualified buildings must be determined to be an energy-efficient building by a qualified licensed engineer or contractor who is not related to the applicant, as required by Section 58.1-3221.2 of the Code of Virginia.

- Applications are available on-line, at the Real Estate Assessor's Office, and at the Planning Department's Office of Permits and Inspections located at 2875 Sabre Street, Suite 500, Virginia Beach, VA 23452. The phone number is (757) 385-4211, option 3.
- Once completed, the application is to be submitted to the Planning Department's Office of Permits and Inspections, 2875 Sabre Street, Suite 500, Virginia Beach, VA 23452. The phone number is (757) 385-4211, option 3.
- The approved application, plus the additional required information, will be submitted to the Planning Department's Office of Permits and Inspections for review.
- If the application is approved, the owner will then bring a copy to the Real Estate Assessor's office for their processing. The Real Estate Assessor is located at the Municipal Complex - 2424 Courthouse Drive, Building #18, Virginia Beach, VA 23456. The phone number is (757) 385-4601.

[Energy Efficient Building FAQ.pdf](#) (<http://government/departments/real-estate-assessor/tax-relief-programs/SiteAssets/Pages/energy-efficient/20190221-REA-FIN-EnergyOrdinanceFAQ%27s.pdf>)

[Energy Efficient Tax Application.pdf](#) (<http://government/departments/planning/permits-inspections/Documents/form.pdf/Energy%20Efficient%20Building%20Form.pdf>)

### CONTACT INFORMATION

#### Permits & Inspections

☎ (757) 385-4211 (<tel:7573854211>)

✉ [perminsp@vbgov.com](mailto:perminsp@vbgov.com) (<mailto:perminsp@vbgov.com>)

📠 (757) 385-5777

About the City ([/about](#))

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**Real Estate Rate for Energy-Efficient Buildings****\$0.84 per \$100 assessed value**

Personal Property

\$4.00 per \$100 assessed value

Machinery and Tools

\$0.00

Business Property

\$4.00 per \$100 assessed value 40% of the original cost (tangible property) 33% of the original cost for manufacturers

Data Center Business Property

\$0.40 per \$100 assessed value

*depreciation schedule: 40% of the original cost (computers and peripherals) for year 1-3; 30% for year four; 15% for year five and beyond*

Business License (per \$100 of gross receipts)

Retailer: \$0.20

*Capped at flat fee of \$50 for the first two years of operation for a business new to the City.*

Contracting: \$0.16

*Business license fee applies to businesses with gross receipts exceeding \$100,000.*

Professional: \$0.58

Service: \$0.36

Wholesalers: \$0.12 per \$100 of gross purchases

*Source: City of Virginia Beach*

Real estate is assessed at 100% of its fair market value. Re-assessment notices are mailed in the first part of March, and assessment reviews are held from mid-March to the end of April. Annual real estate taxes are collected in two installments. Payment for the first half is due by December 5th of the same year, and the second half is due by June 5th of the following year.

**STATE OF VIRGINIA TAX RATES**

	<b>VIRGINIA TAX RATES</b>	<b>NATIONAL AVERAGE*</b>
Corporate Income Tax	6%	6.75%
State and Local Sales/Use Tax	6%	7%

*Source: \*Calculated by Virginia Economic Development Partnership 2021***FEDERAL INCOME TAX RATES**

The United States imposes a tax on the profits of US resident corporations at a rate of 21 percent (reduced from 35 percent by the 2017 Tax Cuts and Jobs Act).

**Workers' Compensation and Unemployment Costs**

Workers' compensation insurance is required for most employers performing work in Virginia. It provides injured workers specific benefits while protecting employers from civil suits.

Unemployment insurance is part of an employer-paid program that provides temporary, partial income replacement to qualified individuals who are unemployed through no fault of their own.

**Workers' Compensation and Unemployment Rate Comparison**

STATE

**WORKERS' COMPENSATION RATE****UNEMPLOYMENT INSURANCE RATE****PER \$100 OF PAYROLL****PER EMPLOYEE**

**City of Virginia Beach  
Energy Efficient Building Tax Classification  
Frequently Asked Questions**

**What kind of buildings could qualify for the City of Virginia Beach's Energy Efficient Building Tax Classification?**

*Both residential and commercial buildings could qualify.*

**What is a "Qualified" architect, professional engineer or contractor?**

*This means licensed to practice in the Commonwealth of Virginia.*

**The documentation indicates the building must exceed the energy efficiency standards prescribed in the Virginia Uniform Statewide Building Code by 30 percent. What year of the code do we have to meet?**

*It is referring to the current state code.*

**How much does the application cost?**

*The permit and certificate of occupancy will be \$117.20. The cost of required certification (options below) is the responsibility of the owner.*

**Does rental property qualify for the reduction?**

*Yes, landlords can pursue this tax classification for rental property. The applicant must be the **property owner**.*

**How much will I save in taxes while in this program?**

*This amount varies for each qualifying building and depends on the assessment each tax year. Remember, this exemption only applies to the building, not the land. So there will still be taxes due on the land and other improvements.*

**What type of supporting documentation will I need to submit with my application?**

*You have several options:*

Residential Options

1. *Certified Architect/Engineer energy calculations and certification and sealed on letterhead;*
2. *Certified under the EarthCraft House Program; details about this program can be found at <http://www.earthcrafthouse.com>.*
3. *Certified as an Energy Star qualified home under the Energy Star program developed by the United States Department of Energy and the Environmental Protection Agency. Details about the program can be found at <http://www.energystar.gov/>.*
4. *HOME ENERGY RATERS (HERS) – RESNET – Residential Energy Services Review System. Home Energy Raters (HERS) conducts an analysis of a home and performs on-site inspections. Results of these tests, along with inputs derived from the plan review, are used to generate the home's efficiency rating on the HERS Index.*
  - *Must use a RESNET-certified HERS auditor*
  - *Must obtain a score below 70*

*A list of local home energy raters can be accessed at <http://www.resnet.us/trade/home-energy-raters-hers-raters>*

*More info:*

<http://www.resnet.us/home-energy-ratings>

<http://natresnet.org/directory/raters.aspx>

Commercial Options

1. *Certified Architect/Engineer energy calculations, certification and seal on letterhead;*
2. *Certification under the Green Globes Green Building Rating System of the Green Building Initiative. Details about this program can be found at <http://www.greenglobes.com/about.asp>*

3. *Certification under the Leadership in Energy and Environmental Design (LEED) Green Building Rating System of the U.S. Green Building Council. Details about this program can be found at <http://www.usgbc.org>.*
  
4. *An Energy Star certified building under the Energy Star program developed by the United States Environmental Protection Agency and Department of Energy.*
  - *Commercial buildings with types in the Energy Star Portfolio*
  - *Statement of Energy Performance – for a minimum of a 12 month period*
  - *Score of 75 or above on a scale of 1 – 100*
  - *Structure must match building type used*
  - *Must be stamped and certified by a professional engineer*

**What if I don't get the needed rating, can I make a quick modification or energy improvement to building achieve a acceptable score - without having to go through the whole process again?**

- *Raters should be able to provide their client with a list of recommended improvements in order to achieve the needed score.*
  
- *Once those improvements are made, the rater should make another site visit to ensure the work was completed, and to conduct new diagnostic air leakage testing ("blower door" and "duct blaster" test), if necessary. This additional work by the rater will likely be for an additional fee.*

**How long will take to review my application?**

*Please allow 30 days for review.*

**How often will the reduced tax rate be reviewed?**

*City Council will review for adoption annually as part of the budget process and tax rate shall be applicable to the classification of the property.*

## Appendices continued

### RESNET Rater Certification of Development Plans

Deal Name Tranquility at the Lakes II

Deal Address 5837 Burton Station Road; 1012 Finney Circle; 1020 Finney Circle; 5841 Burton Station Road; and  
Finney Circle 30ft Private Right of Way ,Virginia Beach, Virginia 23455.

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

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

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

X

**New Construction – EnergyStar Certification**

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

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

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

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

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

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

#### Additional Optional Certifications

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

X

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

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

# Appendices continued

## Additional Optional Certifications continued

\_\_\_\_\_ **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 criteria for meeting the requirements as stated in the Enterprise Green Communities Criteria for this developments construction type to obtain certification.

**\*\*\* Please note Raters must have completed 500+ ratings in order to certify this form.**

Printed Name \_\_\_\_\_ Katy Maher \_\_\_\_\_ 3/13/23  
RESNET Rater \_\_\_\_\_ Date

Signature \_\_\_\_\_  \_\_\_\_\_

Resnet Provider Agency \_\_\_\_\_ Viridiant \_\_\_\_\_

Signature \_\_\_\_\_  \_\_\_\_\_

Provider Contact & Phone/Email \_\_\_\_\_ sean.shanley@viridiant.org, 804-212-1934 \_\_\_\_\_  
\_\_\_\_\_



## Tranquility at the Lakes II 2023 LIHTC Pre-Review Comments

### Potential Project Addresses:

- 5837 Burton Station Road  
Virginia Beach, VA 23455
- 5841 Burston Station Road  
Virginia Beach, VA 23455
- 1020 Finney Circle  
Virginia Beach, VA 23455
- 1012 Finney Circle  
Virginia Beach, VA 23455
- Private Right Away  
City of Virginia Beach, VA 23455

### Project Summary

Tranquility at the Lakes is a new construction low-rise multifamily development, comprised of 38 units located in Virginia Beach, VA. Virginia Beach Community Development Corporation plans to construct the project utilizing 9% LIHTC. As part of their funding application the project is seeking certification under the ENERGY STAR Multifamily New Construction Program V1 (ESMFNC). This level of certification requires the project to have a maximum HERS index in compliance with the ESMFNC floating target HERS score and completion of all ENERGY STAR required checklists. The project is also seeking Earthcraft Gold level certification, requiring 150+ points on the Earthcraft Multifamily Workbook. Colin Arnold of Arnold Design Studio is the primary architect contact for the project.

### DOE ZERH Modeling

With the below scope, all units are currently meeting the unit specific Zero Energy Ready House Modeling goals. Certification under this program requires all models to meet specific targets and all checklist items be completed.

### Unit-Level Energy Modeling

Unit-level models were generated using Ekotrope v4.0.1 based on the proposed scope and plans provided by the project team dated February 4, 2021. With the current scope of work, the worst case units in the development are obtaining a projected HERS index of 53, meeting the Energy Star unit specific target. The following outlines the scope as it is currently modeled.

### Enclosure:

- R-10 Grade II slab insulation
- R-21 Grade I Batt insulation in exterior walls, R-19 spray foam in rim/band
- R-13 Grade I cavity insulation in party walls and adiabatic ceilings/floors
- R-49 Grade I batt insulation in attic

Tranquility at the Lakes II  
March 15<sup>th</sup>, 2023



- 0.14 U-Value for opaque doors
- 0.32 U-Value/0.27 SHGC windows & glass doors

**Mechanicals:**

- SEER 19, HSPF 10.2, 12k mini-split
- 0.93 UEF storage electric water heaters, 40 gallon
- 5 ACH<sub>50</sub> for infiltration threshold/blower door test
- 4% duct leakage to the outside, 8% total duct leakage
- All ducts within conditioned space and insulated to R-6
- Renewaire ERV providing fresh air

**Lights & Appliances:**

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

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

Sincerely,

A handwritten signature in black ink that reads 'Katy Maher'. The signature is fluid and cursive, with the first letters of 'Katy' and 'Maher' being significantly larger and more prominent.

Katy Maher  
*Project Manager, Viridiant*



Project Name: Tranquility at the Lakes II  
Construction Type: New Construction  
Energy Efficiency Path: Energy Star

Unit Type	Quantity	HERS
1 BR Type X- Bottom	8	52
1BR Type X- Top/mid	20	53
1BR Type Y- Bottom	2	52
1BR Type Y- Top/mid	2	53
2BR Type Z- Bottom	2	52
2BR Type Z- Top/mid	4	53
<b>Projected Project HERS - Weighted Average</b>		<b>53</b>

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: 6027061

## HERS® Index Score:

# 52

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

## Annual Savings

# \$604

\*Relative to an average U.S. home

## Home:

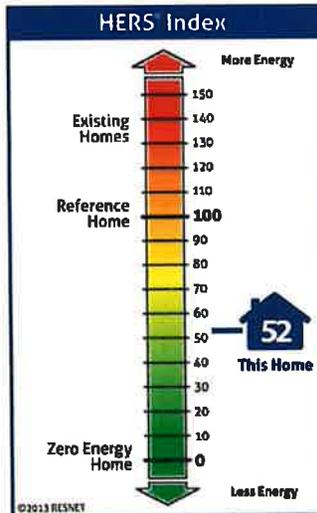
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.0

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type: Apartment, end unit  
Model: N/A  
Community: N/A  
Conditioned Floor Area: 580 ft<sup>2</sup>  
Number of Bedrooms: 1  
Primary Heating System: Air Source Heat Pump - Electric - 10.2 HSPF  
Primary Cooling System: Air Source Heat Pump - Electric - 13.5 EER  
Primary Water Heating: Residential Water Heater - electric - 0.93 UEF  
House Tightness: 5 ACH<sub>50</sub>  
Ventilation: 40 CFM @ 42 Watts  
Duct Leakage to Outside: 4 CFM @ 100 ft'  
Above Grade Walls: R-21  
Ceiling: Adiabatic, R-13  
Window Type: U-Value: 0.32, SHGC: 0.27  
Foundation Walls: N/A  
Framed Floor: N/A

## Rating Completed by:

Energy Rater: Katy Maher  
ESNET ID: 2430236

Rating Company: Viridian  
143 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: 3LMpJ3e2

## HERS® Index Score:

# 51

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

## Annual Savings

# \$630

\*Relative to an average U.S. home

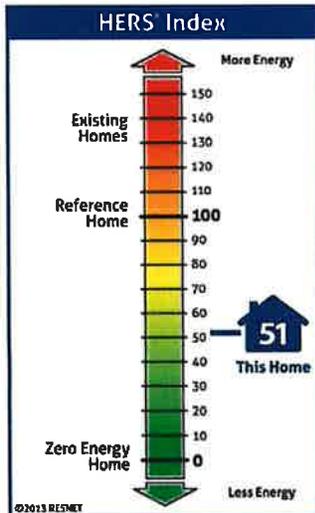
**Home:**  
5837 Burton Station Road  
Virginia Beach, VA 23455

**Builder:**

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	580 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: wdkAqN12

## HERS® Index Score:

# 52

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

## Annual Savings

# \$690

\*Relative to an average U.S. home

## Home:

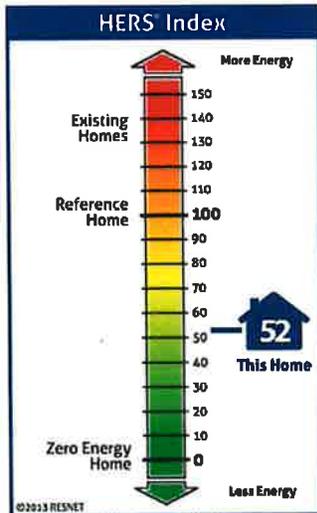
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	727 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: ILX6nq9v

## HERS® Index Score:

# 50

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

## Annual Savings

# \$713

\*Relative to an average U.S. home

## Home:

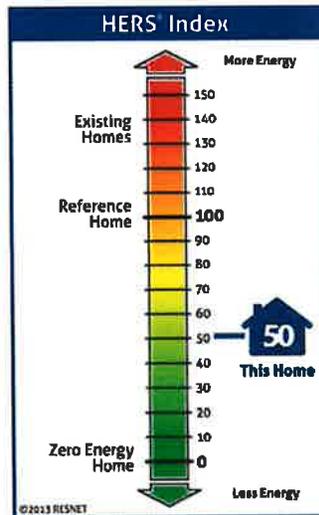
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	727 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	40 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



Ekotrope RATER - Version:4.0.1.3117

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

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: Od4DBJrd

## HERS® Index Score:

# 52

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

## Annual Savings

# \$732

\*Relative to an average U.S. home

## Home:

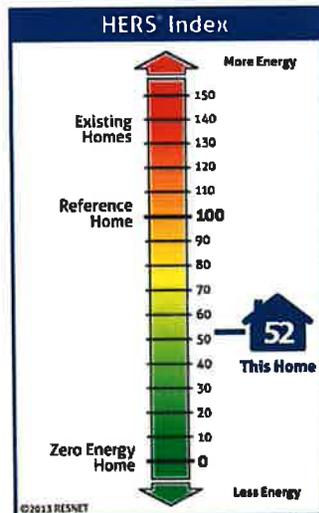
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	920 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Adiabatic, R-13
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A

## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



Ekotrope RATER - Version:4.0.1.3117

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

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-03-13

Registry ID:

Ekotrope ID: 3LMp3qK2

## HERS® Index Score:

# 49

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

## Annual Savings

# \$784

\*Relative to an average U.S. home

## Home:

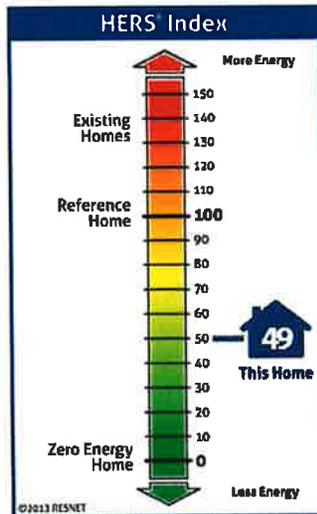
5837 Burton Station Road  
Virginia Beach, VA 23455

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	920 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 10.2 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 19 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 42 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft <sup>2</sup>
Above Grade Walls:	R-21
Ceiling:	Vaulted Roof, R-49
Window Type:	U-Value: 0.32, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 10:09 AM



Ekotrope RATER - Version:4.0.1.3117

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



# viridiant

## Additional ZERH Requirements

In addition to meeting the ZERH target HERS index, programmatic requirements must also be met. The table summarizes programmatic requirements that are a change from the current proposed scope. Indoor AirPlus is a requirement of the ZERH program as well.

ZERH Requirements	Change From Initial Scope?
Meet the Required ZERH HERS threshold Score	N
Certified under ENERGY STAR Qualified Homes Program Version 3, 3.1, or 3.2	N
Fenestration shall meet or exceed ENERGY STAR requirements	Y
Duct Systems located within the Homes Thermal boundary or optimized as follows - Ducts are located in a vented attic with all of the following characteristics: i. In Moist climates (Zones 1A, 2A, 3A, 4A, 5A, 6A and 7A per 2015 IECC Figure R301.1) and Marine climates (all "C" Zones per 2015 IECC Figure R301.1), minimum R-8 duct insulation with an additional minimum 1.5" of closed-cell spray foam insulation encapsulating the ducts; duct leakage to outdoors $\leq$ 3 CFM25 per 100 ft <sup>2</sup> of conditioned floor area (in addition to meeting total duct leakage requirements from Section 4.1 of the ENERGY STAR HVAC Rater checklist); and ductwork buried under at least 2" of blown-in insulation.	Y
HVAC system is located within the home's Thermal boundary	N
Hot Water delivery systems shall meet efficient design requirements: To minimize water wasted while waiting for hot water, the hot water distribution system shall store no more than 0.5 gallons (1.9 liters) of water in any piping/manifold between the hot water source and any hot water fixture.	
<b>OR</b>	
Water heaters and fixtures in single family homes and in multifamily dwellings with their own independent water heater meet the following efficiency criteria: a. Gas water heaters, if present, shall have an Energy Factor $\geq$ 0.90 or a Uniform Energy Factor $\geq$ 0.87 b. Electric water heaters, if present, shall have an Energy Factor $\geq$ 2.2 or a Uniform Energy Factor $\geq$ 2.2 c. All showerheads and bathroom sink faucets shall be WaterSense labeled. d. The hot water distribution system shall store no more than 1.2 gallons between the hot water source and the furthest fixture. This shall be verified by either 1) a calculation using the piping or tubing interior diameter and the system length based on plans, or 2) by a field verification test, using the protocol described in Endnote 15, which demonstrates a minimum temperature rise of 10 °F by the time 1.4 gallons of water is delivered to the furthest hot water fixture.	Y
All installed refrigerators, dishwashers, and clothes washers are ENERGY STAR certified	N
80% of lighting fixtures are ENERGY STAR qualified or ENERGY STAR lamps (bulbs) in minimum 80% of sockets	Y
All installed bathroom ventilation and ceiling fans are ENERGY STAR qualified	N



viridiant

Certified under EPA Indoor airPLUS	Y
Provisions of the DOE Zero Energy Ready Home PV-Ready Checklist are Completed	Y

EPA Indoor airPLUS Requirements	Change From Initial Scope?
ENERGY STAR Version 3 (or 3.1, 3.2) Program Requirements must be followed and the home shall be ENERGY STAR certified in conjunction with Indoor airPLUS qualification.	N
Drain or sump pump installed in basements and crawlspaces. In EPA Radon Zone 1, check valve also installed.	N
Layer of aggregate or sand (4 in.) with geotextile matting installed below slabs AND radon techniques used in EPA Radon Zone 1.	N
Basements/crawlspaces insulated, sealed and conditioned	N
Protection from water splash damage if no gutters	N
Supply piping in exterior walls insulated with pipe wrap.	N
Hard-surface flooring in kitchens, baths, entry, laundry, and utility rooms.	Y
Radon-resistant features installed in Radon Zone 1 homes in accordance with Construction Specification 2.1.	N
Corrosion-proof rodent/bird screens installed at all openings that cannot be fully sealed. (Not required for clothes dryer vents.)	N
Equipment selected to keep relative humidity < 60% in "Warm-Humid" climates - Exception for climate zone 4	N
Duct systems protected from construction debris AND no building cavities used as air supplies or returns	N
No air-handling equipment or ductwork installed in garage	N
Clothes dryers vented to the outdoors or plumbed to a drain according to manufacturer's instructions.	N
Central forced-air HVAC system(s) have minimum MERV 8 filter AND no ozone generators in home. Temporary filter installed to protect unit from construction dust.	N
Emissions standards met for fuel-burning and space-heating appliances.	N
CO alarms installed in each sleeping zone (e.g., common hallway) according to NFPA 720.	Y
Multifamily buildings: Smoking restrictions implemented AND ETS transfer pathways minimized.	Y
Attached garages: Door closer installed on all connecting doors.	N
Attached garages: In homes with exhaust-only whole-house ventilation EITHER 70 cfm exhaust fan installed in garage OR Pressure test conducted to verify the effectiveness of the garage-to-house air barrier	N



All composite wood products certified low-emission. See spec.	Y
Interior paints and finishes certified low-emission. See spec	Y
Carpet, carpet adhesives, and carpet cushion certified low-emission. See spec.	Y
HVAC system and ductwork verified to be dry and clean AND new filter installed	N
Home ventilated before occupancy.	Y
Equipment manuals, Indoor airPLUS label, and certificate provided for owner/occupant	Y

DOE Zero Energy Ready Home PV-Ready Checklist	Change From Initial Scope?
Designate a proposed array location and square footage on architectural diagram:	Y
Identify orientation (Azimuth) of proposed array location:	Y
Identify Inclination of proposed array location	Y
Provide code-compliant documentation of the maximum allowable dead load and live load ratings of the existing roof; recommended: allowable dead load rating can support an additional 6 lbs/sq. ft. for future solar system	Y
Provide architectural drawing of solar PV system components. (RERHPV Guide 3.5) Alternative: Provide home buyer with the following information: Ø List of renewable-ready features Ø Available free roof area within +/- 45° of true south Ø Location of panel or blocking for future mounting of PV system components Ø Location of Breaker or slot for future breaker in electrical service panel Ø Copy of the PV-Ready Checklist Ø A copy of the RERH Solar PV Specification G	Y
Install a 1" metal conduit for the DC wire run from the designated array location to the designated inverter location (cap and label both end	Y
2) Install a 1" metal conduit from designated inverter location to electrical service panel (cap and label both e	Y
.3) Install and label a 4' x 4' plywood panel area for mounting an inverter and balance of system components. (RERHPV Guide 3.1) Alternative: Blocking is permitted to be used as an alternative to the 4' x 4' panel. The area designated for the future panel to mount PV components shall be clearly noted in the system documentation.	Y
Install a 70-amp dual pole circuit breaker in the electrical service panel for use by the PV system (label the service panel) (RERHPV Guide 3.4) Alternative: Provide a labeled slot for a double-pole breaker in the electrical	Y

# **Tab R:**

Documentation of Operating Budget and Utility Allowances

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$100
2. Office Salaries			\$0
3. Office Supplies			\$1,200
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$40,000
	8.58% of EGI	\$1,052.63	Per Unit
6. Manager Salaries			\$25,000
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$5,000
9. Auditing			\$3,750
10. Bookkeeping/Accounting Fees			\$500
11. Telephone & Answering Service			\$12,671
12. Tax Credit Monitoring Fee			\$1,520
13. Miscellaneous Administrative			\$17,900
<b>Total Administrative</b>			<b>\$107,641</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$10,100
16. Water			\$12,500
17. Gas			\$0
18. Sewer			\$12,500
<b>Total Utility</b>			<b>\$35,100</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$11,400
22. Exterminating			\$3,700
23. Trash Removal			\$3,400
24. Security Payroll/Contract			\$0
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$4,200
28. Maintenance/Repairs Payroll			\$30,000
29. Repairs/Material			\$3,000
30. Repairs Contract			\$22,800
31. Elevator Maintenance/Contract			\$5,000
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$500
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$23,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$107,000</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$21,250
39. Payroll Taxes	\$3,735
40. Miscellaneous Taxes/Licenses/Permits	\$0
41. Property & Liability Insurance	\$10,300
42. Fidelity Bond	\$0
43. Workman's Compensation	\$1,000
44. Health Insurance & Employee Benefits	\$9,600
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$45,885</b>

**Total Operating Expense** **\$295,626**

**Total Operating Expenses Per Unit** \$7,780 **C. Total Operating Expenses as % of EGI** 63.41%

**Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)** **\$9,500**

<b>Total Expenses</b>	<b>\$305,126</b>
-----------------------	------------------

**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

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

OMB Approval No. 2577-0169

Locality		Green Discount	Unit Type					Date (mm/dd/yyyy)
City of Virginia Beach 2424 Courthouse Drive Virginia Beach, VA 23456		ENERGY STAR	Larger Apartment Bldgs. (5+ units)					03/24/2022
Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
<b>Space Heating</b>	Natural Gas	\$18	\$22	\$24	\$27	\$30	\$33	
	Bottled Gas							
	Electric Resistance	\$8	\$10	\$12	\$15	\$17	\$18	
	Electric Heat Pump	\$7	\$8	\$10	\$11	\$12	\$12	
	Fuel Oil							
<b>Cooking</b>	Natural Gas	\$3	\$4	\$5	\$7	\$8	\$10	
	Bottled Gas							
	Electric	\$3	\$3	\$5	\$7	\$8	\$10	
	Other							
<b>Other Electric</b>	Electric	\$11	\$13	\$18	\$23	\$28	\$34	
<b>Air Conditioning</b>	Electric	\$4	\$5	\$7	\$9	\$12	\$14	
<b>Water Heating</b>	Natural Gas	\$7	\$8	\$12	\$15	\$19	\$22	
	Bottled Gas							
	Electric	\$7	\$8	\$11	\$13	\$15	\$18	
	Fuel Oil							
<b>Water</b>		\$20	\$21	\$32	\$49	\$66	\$83	
<b>Sewer</b>		\$26	\$29	\$49	\$78	\$107	\$137	
<b>Trash Collection</b>		\$25	\$25	\$25	\$25	\$25	\$25	
<b>Range/Microwave</b>								
<b>Refrigerator</b>								
<b>Electric Base Charge</b>		\$7	\$7	\$7	\$7	\$7	\$7	
<b>Natural Gas Base Charge</b>		\$11	\$11	\$11	\$11	\$11	\$11	
<b>Other - Specify</b>								

Actual Family Allowances to be used by the family

Complete below for actual unit rent

Name of Family

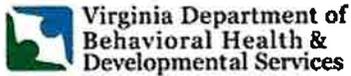
Address of Unit

Number of Bedrooms

Utility or Service	Per Month Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Refrigerator	
<b>Total</b>	<b>\$</b>

# **Tab S:**

Supportive Housing Certification



### DBHDS MOU Review and Decision

Virginia Beach Community Development Corporation (VBCDC), Developer of Tranquility at the Lakes II Low-Income Housing Tax Credit (LIHTC) Applicant (2023-C-16) and Virginia Beach Community Development Corporation (VBCDC), Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Tranquility at the Lakes II, once placed in service. VBCDC has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing’s (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- Meets minimum review standards
- Does not meet minimum review standards

Required Evidence of Experience:

- DBHDS affirms that as of the date on this letter, \_\_\_\_ Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- LIHTC applicant asserts Service Provider meets other experience criteria to be reviewed by Virginia Housing.
- DBHDS **does not** attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development’s residents and should be reviewed by Virginia Housing.

DBHDS MOU decision:                       APPROVED                       NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	3/9/2023



## **DBHDS Resident Provider Checklist (RSPC): RSP Experience Contd.**

VBCDC is a 501 © 3 nonprofit, affordable housing and support service provider with over 35 years of developing and operating housing programs serving our communities most vulnerable populations. VBCDC has extensive experience in serving target populations of the State's Department of Behavioral Health and Developmental Services including persons with developmental disabilities, persons with serious mental illness, persons with substance abuse, the chronically homeless, and elderly populations. This is evidenced not only by the current grant funded permanent supportive housing programs detailed below but also through VBCDC's partnerships with the City of Virginia Beach Department of Human Services and involvement in the Virginia Beach Continuum of Care. Grants are noted for each program below under question six. All five of VBCDC's Permanent Supportive Housing programs serve target DBHDS populations, with serious mental illness and substance abuse disorders often co-occurring.

The Supportive Services for Veterans Families Grant and Continuum Of Care funded Permanent Supportive Housing grants noted below evidence VBCDC's experience in providing services to the DBHDS target populations as well as experience in ensuring separation of support services and property management. Additionally, VBCDC's property management team has extensive experience in serving residents with mental health and substance abuse disorders and coordinating housing stability efforts with the residents services provider.

VBCDC provides a comprehensive array of services depending upon the specific needs of the program and may include any of the following: assessment of vulnerability using screening tools rating physical and mental health needs, finances, housing stability, and supports as appropriate, completing needs assessments and goal plans, completing spending plans and budgets, providing life skills training and providing linkages to community referrals.

Case Management and Support Services may include but are not limited to:

- Ensure participants receive the assistance needed to promote and improve their housing stability.
- Determine eligibility for various programs.
- Provide case management services such as completion of program needs assessments, development, implementation and monitoring of housing goal plans and spending plans, completing service/resource referral, case note documenting, data entry and discharge/maintenance planning for various programs.
- Provide services using the processes of assessment, monitoring and evaluation, individual counseling, group counseling and crisis intervention using evidence-based practices (motivational interviewing).
- Participate in Continuum of Care (CoC) sub-committee meetings and special events, as requested.
- Identify and refer clients to appropriate community/private resources.
- Responds to on-call emergencies.
- Monitor and evaluate progress toward goal achievement.
- Collect and input appropriate client data and documents case management notes in a timely manner.
- Assist residents with increasing self-sufficiency and workforce development.
- Research resources offered locally in order to link residents and veterans with appropriate support services, agencies, and case management.
- Collaborate with service provider agencies to build relationships in order to effectively pass on necessary communication to residents.

- Plans, organizes and instructs specific classes, activities and events. Activities include special events and holiday programs.

**6. What service(s) does the RSP offer and how many years' experiences providing the service?**

- ◆ Service: Property Management Coordinated with VA Beach Human Services and Community Service Board Case Management for multiple multifamily properties (currently 56 units a year). VBCDC provides property management for multiple developments of human services clients who are persons with an intellectual or developmental disability, persons with a serious mental illness, or persons with a substance abuse disorder.  
Years' Experience: 20 plus years
- ◆ Service: Case Management & Support Services for New Haven Permanent Supportive Housing Grant Program  
\$13,173 HUD Grant- Funded Through Virginia Beach Continuum of Care as a Permanent Supportive Housing grant. Serves approximately two (2) individuals annually who are chronically homeless and have a serious mental health illness or substance abuse disorder.  
Years' Experience: 2008- Present or 15 years
- ◆ Service: Case Management & Support Services for Veterans First Permanent Supportive Housing Grant Program  
\$77,473 HUD Grant: Funded Through Virginia Beach Continuum of Care as a Permanent Supportive Housing grant. Serves approximately ten (10) individuals annually who are Veterans, chronically homeless, and have a physical or mental health disability.  
Years' Experience: 2010- Present or 13 years
- ◆ Service: Case Management, Support Services, & Property Management for Cedar Grove Permanent Supportive Housing- 32 Units  
Grant: Support Services are funded through project cash flow. Serves at least 32 households annually. Residents are formerly homeless Veterans with a physical or mental health disability. Often, these residents have a substance abuse disorder as well.  
Years' Experience: 2012-Present or 11 years
- ◆ Service: Case Management & Support Services under the Supportive Services for Veterans Families Federal Grant program  
\$2,969,616 Supportive Services for Veterans Families Grant- Veterans Administration  
Serves approximately 170 households annually. This is VBCDC's largest Supportive Housing grant and funds ten positions at VBCDC comprising of Program Director, Case Managers, a Health Care Navigator, and a Housing Locator. The case managers are well versed in navigating and mitigating housing stability issues and concerns with landlords and even hotels.  
Years' Experience: 2013- Present or 10 years
- ◆ Service: Case Management, Support Services, & Property Management for Cypress Landing Permanent Supportive Housing- 55 Units  
Services are currently funded through Cash Flow. Current application pending for \$63,000 of CDBG Grant funds for FY23-24 service provision. Residents are formerly homeless

Veterans with a physical or mental health disability. Often, these residents have a substance abuse disorder as well.

Years' Experience: 2019- Present or 4 years

- ◆ Service: Case Management & Support Services for Renewed Hope Permanent Supportive Housing Grant Program  
\$134,162 HUD Grant: Funded Through Virginia Beach Continuum of Care as a Permanent Supportive Housing grant. Serves approximately ten (10) individuals annually who are chronically homeless and have a physical or mental health disability, or a substance abuse disorder.  
Years' Experience: 2020- Present or 3 years
  
- ◆ Service: Case Management and Mobility Mentoring for VBTHRIVE United Way Grant Program  
\$214,000 3-year Grant: United Way Grant awarded in August 2022 for three years.  
Years' Experience: 2022- 1 year of grant operations, 20+ year history of financial literacy and housing stability counseling

**7. What service(s) does the RSP intend to offer at the LIHTC property?**

- ◆ Service: Onsite Case Management & Support Services for Residents  
Years' Experience: 35 years
  
- ◆ Service: Onsite Property Management Services Coordinated with Support Services  
Years' Experience: 35 years

**Memorandum of Understanding (MOU)**

**BETWEEN**

**SUL Tranquility Lakes II, LLC.**

**AND**

**Virginia Beach Community Development Corporation**

**February 27, 2023**

## Memorandum of Understanding

This Agreement, dated as of February 25<sup>th</sup>, 2023, by and between SUL Tranquility Lakes II, LLC., herein referred to as the "Owner," and Virginia Beach Community Development Corporation, herein referred to as the "Contractor."

### I. Purpose

SUL Tranquility Lakes II, LLC., agrees to enter into an agreement to contract out support services for the Tranquility at the Lakes II development, for the term of the low-income housing tax credit compliance period with the Contractor. Contractor may employ or utilize subcontractors as appropriate for the provision of services.

Contractor is a 501 © 3 nonprofit with over thirty years of experience in providing support services in a permanent housing setting, as evidenced by the receipt of grants for its Supportive Housing for Veterans Families Program, State and local grants, and grants with the Virginia Beach Department of Human Services for serving the Virginia Department of Behavioral Health and Development Services (DBHDS) target populations in a permanent housing setting.

The purpose of this Agreement is to indicate the support services that will be provided by the Contractor and Subcontractor for the development's residents. Tranquility at the Lakes II is a 38 unit affordable housing complex for very low income elderly households. Residents must be 62 years of age and older or 55 years of age with a disability and must meet the LIHTC and HOME funding income requirements. The development will serve very low-income senior households at 60%, 50%, 40%, and 30% or less of the area median income and will have 20 units with project-based vouchers through the City of Virginia Beach. Elderly households at very low and low to moderate income levels are vulnerable to housing stability concerns and often need support services to assist with successful independent living.

### II. Scope

#### Tenant Selection & Service Provisions

Tranquility at the Lakes II's Tenant Selection Plan (TSP) will follow DPOR's Model Policy on Tenant Screening.

Services provided to tenants under the first leasing preference requirement of the Low Income Housing Tax Credit Program, will follow permanent supportive housing fidelity standards and use the federal Substance Abuse and Mental Health Administrations (SAMSA)'s evidenced based toolkit and Fidelity scale to ensure housing operations and services meet the ideal of permanent supportive housing and ensure a functional separation of housing and service provision. The following six (6) measures will serve as key principles in ensuring compliance with SAMSA's Fidelity standards:

- Choice of housing;
- Separation of housing and services;
- Decent, safe, and affordable housing;
- Integration;
- Access to housing; and
- Flexible, voluntary services.

Support services will follow a housing first model of which, participation in services, is

## MOU Between SUL Tranquility at the Lakes II LLC., AND VBCDC

never a condition of tenancy. The Contractor and its subcontractors will work with Property Management staff to prevent evictions and identify issues that could lead to housing instability. The support services will enable an individual to acquire, retain or improve skills necessary to reside successfully in their home and community.

Social and supportive services will be provided a minimum of 20 hours per week using a variety of proactive and creative strategies to engage tenants in services. Participation in services is voluntary, meaning that tenants can choose whether to participate and select the services they prefer. The onsite Service Coordinator/Advocate begins by making a thorough assessment of the client's needs and works with clients to set personal goals and develop a plan to realize those goals with a focus on housing stability and healthy aging.

The contractor will provide day to day services to residents and will provide oversight of the support services coordinated with subcontractors. The contractor's Director of Family and Community Support Services will conduct a monthly case review with the Service Coordinator and Contractor's property management team. The role of the Service Coordinator/Advocate includes the following:

- Develop an individualized resident service plan, adhering to Permanent Supportive Housing best practices, to keep the resident stably housed.
- Work with client to develop goals and an action plan as appropriate.
- Facilitate access to community resources including but not limited to: Guidance on applying for local, state, federal assistance, including medical and mental health benefits, employment income support, SNAP (food assistance), and Social Security benefits. Contractor employs a SOAR certified Community Resource Specialist who may assist with Social Security applications as needed.
- Coordinate referrals and services with Senior Services of South Hampton Roads for assistance with independent living and services such as meal delivery.
- Coordinate and monitor residents' needs.
- Conduct risk assessments to determine client's ability to live independently.
- Meet regularly to evaluate progress.
- Provide follow-up support to address adjustment issues to facilitate stability.
- Identify and provide emergency crisis services if necessary.
- Coordinate transition planning to higher levels of care.
- Coordinate and monitor services with outside providers.
- Work to resolve property management-related issues if they arise.
- Coordinate referrals with the local Department of Human Services of Community Services Board as applicable.
- Coordinate with subcontractors for social activities and resident engagement activities.
- One unique service offered by the development, will be the availability of a telehealth hub, open daily to residents to provide, free, virtual access to their healthcare provider and other community healthcare services.

### **Objectives of the Support Services Program include the following:**

- Provide support services to keep residents housed and prevent instances of housing instability.
- Physical and psycho-social stabilization.

## MOU Between SUL Tranquility at the Lakes II LLC., AND VBCDC

- Development of life skills in areas including coping, communication, conflict resolution, and skills that aid in recovery from acute adversity such as job loss, substance abuse, and mental illness.
- Development of employment skills and job search support to prepare seniors for successful reentry into the workplace, if desired.
- Development of skills relating to residential stability including money management, spending, and savings planning.

### **III. Deliverables**

Resident Services will be provided onsite at the development which will include an onsite community room and private office for resident services. Resident screening will focus on reducing barriers to entry but comply with funding and financing requirements of the project. Therapeutic recreation activities may include programming on and off site.

Contractor's Director of Family and Community Support Services will consult with the Contractor's Director of Asset Management and Owner's Representatives on all resident service provisions and modifications of services.

Programmatic Outcomes will be developed and will focus on residential stability, resident well-being, and healthy aging.

### **IV. Communication**

The Contractor's Service Coordinator will consult with Contractor's Assistant Director of Asset Management and Property Management team on all lease violations and lease default notices. Every effort will be made by the Contractor to assist the resident with eviction prevention efforts and utilize subcontractors to assist when appropriate. All lease notices will follow Virginia Landlord and Tenant Act requirements and Fair Housing laws.

### **V. Terms and Conditions**

This Agreement will become effective when signed by all the Parties to this Agreement. This Agreement may be amended or extended at any time through the written mutual consent of the Parties, before its expiration. This agreement will maintain compliance with the Low Income Housing Tax Credit Program regulations and approved operating agreement for the development.

If through any cause, the contractor fails to comply with terms, conditions, or requirements of this memorandum of understanding, Owner will provide written notice to the contractor specifying reason(s) for non-compliance and providing a 30 day right to cure. If after 30 days, the contractor does not provide Owner with proof that non-compliance issue(s) have been cured, then Owner may terminate or suspend this agreement by giving written notice

## MOU Between SUL Tranquility at the Lakes II LLC., AND VBCDC

of the same and specifying the effective date of termination or suspension at least ten (10) days prior to such action.

This Agreement may be terminated by (1) mutual written consent; (2) 60 days advance written notice by either Party, or (3) completion of the operation/terms of this Agreement. In the event of termination, contractor will be reimbursed for all costs incurred prior to termination.

### **Nondiscrimination**

The contractor agrees that, in performing under this Agreement, the contractor shall not discriminate against any worker, employee or applicant, or any member of the public because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military services, nor otherwise commit any unfair labor practice. The contractor further agrees that, where required by state or federal law applicable to this agreement, this clause will be incorporated into all subcontracts entered into with other business organizations or individuals who may perform any labor or services or provide materials in connection with this Agreement. The contractor, in all solicitations or advertisements for employees placed by or on behalf of Owner, will state that Client is an Equal Opportunity Employer.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of the Professional Services Consultant. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

### **Drug Free Workplace**

During the performance of this Contract, contractor agrees as the follows:

- a. Contractor will provide a drug-free workplace for contractor's employees.
- b. Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance is prohibited in contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

### **Labor Compliance**

Contractor agrees to comply with title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section of title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age

MOU Between SUL Tranquility at the Lakes II LLC., AND VBCDC

Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

**VIRGINIA CONTRACT AND APPLICABLE LAW**

This Agreement shall be deemed to be a Virginia Contract and shall be governed as to all matters of validity, interpretations, obligations, performance, or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted in the Commonwealth of Virginia.

**RESOLUTION OF DISPUTES**

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

**Lobbying**

The contractor hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors shall certify and disclose accordingly.
- d. Lobbying Certification
- e. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Confidential Information**

Contractor shall not, without the Owners express written permission, reveal or otherwise make available to any other person any confidential information or trade secrets regarding Owner's products, business, customers, or methods of operation learned by contractor during the term of this contract.

**Tenant, Service and Client Confidentiality:**

Contractor may be required to collect personal identifiable information (PII) by law or by organizations that give the contractor or owner funds to operate this program. Contractor will only collect information that is necessary and appropriate. The collection and use of all personal identifiable information is guided by strict standards of confidentiality and privacy practices. All clients housed and served under this program will sign a Notice of Privacy Practices upon entry. A copy of our Notice of Privacy Practices is available to all Clients upon request. Only authorized individuals of the Contractor and Owner will have access to client personal identifiable information. In addition, only duly authorized representatives of external agencies will have the right to access any personal identifiable information of clients for the purposes of legal compliance monitoring, compliance reporting, or audits of this program.

Personal Identifiable Information (PII) is defined as: Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media.

Contractor, Owner, and any agents or subcontractors will follow all state, federal , and local laws governing PII and client confidentiality. Any breaches of confidentiality will be reported to the Owner for investigation and remedy.

**Waiver**

The failure of either party hereto at any time or times to enforce any provision of this Agreement shall in no way be construed to be a waiver if such provisions are to affect the validity of this Agreement or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

**VI. Primary Contacts of the Parties**

**OWNER CONTACTS:**

**SUL Tranquility at the Lakes II, LLC.**  
Ms. Jessica Guglielmo, President & CEO  
Virginia Beach Community Development Corporation  
Phone: 757-500-2745 Email: [jguglielmo@vbcdc.org](mailto:jguglielmo@vbcdc.org)  
Address: 2400 Potters Road Virginia Beach, VA 23454

MOU Between SUL Tranquility at the Lakes II LLC., AND VBCDC

**AND**

Ms. Angela Whitehead, CEO  
Seniors Unlimited Lifestyles, INC.  
Phone: 757-737-3713 Email: [angela.whitehead@sulicare.com](mailto:angela.whitehead@sulicare.com)  
Address: 453 Longdale Crescent, Chesapeake, VA 23325

**CONTRACTOR CONTACTS:**

**Legal & Compliance:** Ms. Jessica Guglielmo, President & CEO  
Virginia Beach Community Development Corporation  
Phone: 757-500-2745 Email: [jguglielmo@vbcdc.org](mailto:jguglielmo@vbcdc.org)  
Address: 2400 Potters Road Virginia Beach, VA 23454

**Services:** Ms. Tanisha Davis, Director of Family & Community Support Services  
Virginia Beach Community Development Corporation  
Phone: 757-500-2752 Email: [tdavis@vbcdc.org](mailto:tdavis@vbcdc.org)  
Address: 2400 Potters Road Virginia Beach, VA 23454

**Asset Management:** Ms. Rhonda Scott, Director of Asset Management  
Virginia Beach Community Development Corporation  
Phone: 757-500-2748 Email: [rscott@vbcdc.org](mailto:rscott@vbcdc.org)  
Address: 2400 Potters Road Virginia Beach, VA 23454

**Acceptance and authorization**

**The terms and conditions of this Agreement are made effective as of the date indicated below.**

**IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Memorandum of Understanding on this 7<sup>th</sup> Day of March, 2023.**

**Owner:** SUL Tranquility Lakes II, LLC.  
**By:** SUL Tranquility Lakes II Manager, LLC, its Managing Member  
**By:** Virginia Beach Community Development Corporation, its Co-Managing Member

**By:**   
**Its:** Jessica Guglielmo, President and CEO

MOU Between SUL Tranquility at the Lakes II LLC., AND VBDCDC

**AND**

By: Seniors Unlimited Lifestyles INC., its Co-Managing Member  
By: Angela Whitehead  
Its: Angela Whitehead (Mar 1, 2023 11:59 EST)  
Angela Whitehead, CEO

**AND**

Contractor: Virginia Beach Community Development Corporation (VBDCDC)

By:   
Its: Jessica Guglielmo, President and CEO

# **Tab T:**

Funding Documentation



# City of Virginia Beach

VBgov.com

DEPARTMENT OF HOUSING AND  
NEIGHBORHOOD PRESERVATION  
MAIN: (757) 385-5750  
FAX: (757) 385-1874  
TTY: 711  
TDD: (757) 385-5794

MUNICIPAL CENTER  
BUILDING 21, ROOM 144  
2408 COURTHOUSE DRIVE  
VIRGINIA BEACH, VA 23459-6083  
[WWW.VBGOV.COM/DEPT/HOUSING](http://WWW.VBGOV.COM/DEPT/HOUSING)

March 14, 2023

Seniors Unlimited Lifestyles, Inc.  
Attn: Angela Whitehead, CEO  
453 Longdale Crescent  
Chesapeake, VA 23325

Via – E-mail

**PURPOSE:** Recension of Commitment Letter of November 3, 2022 (superseded) – to be replaced by the following to add additional funding. Only Change is additional funding.

**RE:** Proposal Submission in Response to FY 19-20 HOF RFP for HOME Funding and Project Based Vouchers (PBVs) for "Tranquility at the Lakes, II" a new affordable Seniors Residential Apartment Community

Dear Ms. Whitehead:

You submitted an application for FY 2019-2020 funding for the above referenced project in <sup>CRW</sup> response to an RFP we issued. In your proposal you proposed to build a new ~~40~~<sup>38</sup> unit affordable apartment building for seniors in Virginia Beach. You originally requested \$750,000.00 in HOME funds, setting aside ten (10) HOME units and you requested twenty (20) PBVs. This is to be a second project of same scope and size as your successful Tranquility at the Lakes I. In November of 2022 you submitted a letter of request for an additional amount of HOME funds of \$500,000.00. In January 2023, you submitted a revised proposal and request for an additional \$300,000.00 in funding.

I am pleased to inform you that the Department of Housing and Neighborhood Preservation (DHNP) is making a **conditional commitment of \$1,550,000.00 in HOME** funding and **twenty (20) PBVs** towards this project. The funding may only be used for the cost of acquisition or construction and not for pre-development costs.

This is a conditional commitment subject to the following actions and approvals.

Condition	Approving Agency(s)
<b>Project Proposal as submitted has no material changes</b>	<b>DHNP</b>
<b>Completion of Environmental Assessment with no significant impact</b>	<b>DHNP &amp; HUD</b>
<b>Availability of funds</b>	<b>City Council &amp; HUD</b>
<b>A Request for Release of Funds and Release of Funds</b>	<b>DHNP &amp; HUD</b>

Condition

Approving Agency(s)

<b>HOME Subsidy Layering Submission &amp; Approval</b>	<b>DHNP</b>
<b>PBV Subsidy Layering Submission &amp; Approval</b>	<b>HUD</b>
<b>All Contract Pre-Requisites are met</b>	<b>DHNP</b>
<b>A HOME contract with the CoVB - fully executed</b>	<b>DHNP</b>
<b>A PBV – AHAP and HAP contracts with the CoVB-fully executed</b>	<b>DHNP</b>

This award is also conditional upon HUD's approval of DHNP's annual plan, your provision of all required pre-requisites in coordination with DHNP, and a mutually agreed upon and fully executed contract, meeting all City of Virginia Beach terms and conditions and applicable Federal requirements. Re-verification and monitoring of your project and compliance with all applicable laws and regulations will also be required prior to award of a contract.

**No physical activity, including rehabilitation, construction, or demolition; can take place on the site or buildings thereon until the entire Environmental Review Process is completed and the contract with the City is fully executed. If any physical activity does take place, no federal funds will be awarded.**

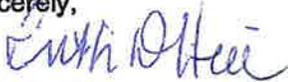
This project will be subject to the Federal Davis Bacon Act and Section 3 federal requirements regarding hiring of labor and contractors. Please ensure that in your project planning you consider any additional costs that may be associated in meeting these requirements.

***Please note that this conditional commitment expires on December 31<sup>st</sup>, 2023, unless renewed. Renewal must be requested by you in writing, will be at our sole discretion, and will be subject to a review of the project's progress or potential progress, and SUL's compliance with requirements to date.***

Cindy Walters will be your main point of contact for the work needed to meet the required conditions for the Environmental Assessment, as well as the HOME contract. David Grigsby, DHNP Rental Housing Administrator, will be your point of contact regarding PBV contracts.

We look forward to working with you on this project that will benefit the citizens of Virginia Beach!

Sincerely,



Ruth D. Hill  
Director

Cc: Cindy M. Walters, Compliance & Development Officer  
David Grigsby, Rental Housing Administrator  
Karen Prochilo, Housing Development Administrator



# City of Virginia Beach

DEPARTMENT OF HOUSING AND  
NEIGHBORHOOD PRESERVATION  
MAIN: (757)-385-5750  
FAX: (757) 385-5766  
TD: (757) 385-5794

[VBgov.com](http://VBgov.com)  
MUNICIPAL CENTER  
2424 COURTHOUSE DRIVE  
BUILDING 18A  
VIRGINIA BEACH, VA 23456-8083  
[VBGOV.COM/DEPT/HOUSING](http://VBGOV.COM/DEPT/HOUSING)

March 10, 2023

Seniors Unlimited Lifestyles, Inc.  
Attn: Angela Whitehead, CEO  
453 Longdale Crescent  
Chesapeake, VA 23325

**RE:** Commitment of Project-Based Assistance to Tranquility at the Lakes II

Dear Ms. Whitehead:

The Virginia Beach Department of Housing and Neighborhood Preservation is committed to providing the Tranquility at the Lakes II project with project-based rental assistance vouchers (PBVs) for twenty (20) units. This commitment is in effect from January 12, 2022 - December 31, 2023. This award is conditional upon an execution of AHAP, HAP, and other HUD and DHNP requirements, as applicable. The initial term of the PBVs will be 15 years subject to the execution of a HAP contract and shall be eligible for renewal.

This commitment is contingent on the project's reservation of Low-Income Housing Tax Credits (LIHTC) from Virginia Housing no later than December 31, 2023. This award is also conditional upon HUD's approval of DHNP's annual plan, your provision of all required pre-requisites in coordination with DHNP and approved HUD subsidy layering review. Re-verification and monitoring of your project and compliance with all applicable laws and regulations will also be required prior to finalizing the HAP.

No physical activity, including rehabilitation, construction, or demolition; can take place on the site or buildings thereon until the entire Environmental Review Process is completed. If any physical activity does take place, no federal assistance will be awarded. This project will be subject to Davis Bacon and Section 3 federal requirements regarding hiring of labor and contractors.

We look forward to working with you as you develop this project to provide the City of Virginia Beach additional affordable housing opportunities.

Sincerely,

*Ruth D. Hill*

Ruth D. Hill (Mar 14, 2023 09:28 EDT)

Ruth D. Hill

Director, Department of Housing and Neighborhood Preservation, City of Virginia Beach

Cc: Jessica Guglielmo, President and CEO, Virginia Beach CDC  
Cindy M. Walters, Compliance & Development Officer  
David Grigsby, Home Rental Administrator



ANDRIA P. McCLELLAN, CHAIR • DAVID H. JENKINS, VICE-CHAIR • RANDY R. KEATON, TREASURER  
ROBERT A. CRUM, JR., EXECUTIVE DIRECTOR/SECRETARY

MEMBER JURISDICTIONS

March 9, 2022

CHESAPEAKE

FRANKLIN

Ms. Jessica Guglielmo, President and CEO  
Virginia Beach Community Development Corporation  
2400 Potters Road  
Virginia Beach, VA 23454  
VIA email: jguglielmo@vbcdc.org

GLOUCESTER

HAMPTON

RE: Virginia Association of Planning District Commissions - Virginia Housing Grant Award

ISLE OF WIGHT

Dear Ms. Guglielmo:

JAMES CITY

We are pleased to inform you that the Hampton Roads Planning District Commission has made a conditional contingent commitment of funding for the Tranquility at the Lakes II project for **\$300,000**. The funds will be used to develop 38 apartments serving low-income seniors in the City of Virginia Beach.

NEWPORT NEWS

NORFOLK

POQUOSON

Please note that this commitment is contingent on providing all required pre-contract documents, a successful LITC application, and ensuring that all funding deficits are met. A formal agreement will be sent to you regarding this award in the next few weeks.

PORTSMOUTH

SMITHFIELD

Thank you for your commitment to affordable housing. We are pleased to be able to assist with this project.

SOUTHAMPTON

Sincerely,

SUFFOLK

SURRY

Shernita Bethea  
Housing Administrator

VIRGINIA BEACH

SLB/cm

WILLIAMSBURG

YORK



Glenn Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

## COMMONWEALTH of VIRGINIA

DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT

March 9, 2023

Bryan W. Horn  
Director

Ashley Jarvis  
Director of Development and Administrative Services  
Virginia Beach Community Development Corporation  
2400 Potters Road  
Virginia Beach, VA 23454-4377  
ashleyjarvis@vbcddc.org

Re: Affordable and Special Needs Housing Funding  
Proposal

Dear Ms. Ashley Jarvis:

On behalf of the Department of Housing and Community Development (DHCD), it gives me great pleasure to inform you that Virginia Beach Community Development Corporation will receive a preliminary offer from the October 2022 Affordable and Special Needs Housing application cycle to support the Tranquility at the Lakes II project in the following amounts:

\$700,000 from Virginia Housing Trust Fund  
\$242,317 from HOME Investment Partnerships  
\$200,000 from National Housing Trust Fund  
\$958,679 from Housing Innovations in Energy Efficiency

Under separate cover you will receive the terms of this offer, including any requirements to meet federal environmental review. Each of these stipulations must be met and a program agreement for funding must be executed no later than **October 31, 2023**.

Any adjustments to the application submitted including, but not limited to, changes in committed capital sources, operating expense budgets, and unit mix must be approved by DHCD before the program funding agreement is transferred to Virginia Housing to request formal loan documents be drafted. Execution of the program agreement by October 31, 2023 is necessary to finalize your formal funding reservation and loan commitment.

A member of our team will contact you via email to begin the contract negotiation process soon. We are pleased to work with Virginia Beach Community Development Corporation in its affordable housing efforts.

Sincerely,

Sandra Powell  
Senior Deputy Director  
Community Development & Housing



# **Tab U:**

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

## Virginia Housing Renter Education Program

Whether it's a house, apartment, duplex or townhouse, renting can have its advantages over purchasing. Here are some resources to help you understand and explore your options for finding affordable rental housing in Virginia. As a renter, you have certain rights that protect you and your interests, but you also have responsibilities. Become familiar with what you need to know.

Virginia Housing provides Renters the opportunity to complete free courses and access other resources at their website. Renters are encouraged but not required to access this information.

To begin, Renters need to create an account on the VHDA website that is included in the links below. The eBook is a comprehensive resource that covers financial readiness, credit, searching for rentals, the application, the lease agreement, security deposit, tenant rights & responsibilities, housekeeping, and maintenance & repairs.

The online course is available in both English and Spanish. It is comprised of nine (9) standalone modules/chapters and is available 24 hours a day. A Certificate of Completion is made available at the completion of each chapter. Renters can download the certificate, print, save, and share by email if desired.

### Links for Assistance to Renters Before Taking the Renter Education Program:

<https://www.virginiahousing.com/renters>

<https://www.virginiahousingsearch.com/Resources.html>

<https://www.virginiahousing.com/renters/education>

Acknowledgment of Renter of \_\_\_\_\_ (Apartments):

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# **Tab V:**

**Nonprofit or LHA Purchase Option or Right of First Refusal**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Williams Mullen Center  
200 South 10th Street  
Suite 1600  
Richmond, VA 23219  
Attention: Lauren Nowlin

**RIGHT OF FIRST REFUSAL AGREEMENT**  
**(Tranquility at the Lakes II)**

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of March 10<sup>th</sup>, 2022, by and among **SUL TRANQUILITY LAKES II, LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **SENIORS UNLIMITED LIFESTYLES, INC.**, a Virginia nonprofit corporation (the "Grantee"), and is consented to by **SUL TRANQUILITY LAKES II MANAGER, LLC**, a Virginia limited liability company (the "Managing Member"), **[INVESTOR ENTITY]**, a [[ ] ] limited liability company (the "Investor Member") and **[ ] ] SPECIAL LIMITED PARTNER, L.L.C.**, a [ ] ] limited liability company (the "Special Member"). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the "Consenting Members". The Investor Member and Special Member are sometimes collectively referred to herein as the "Non-Managing Members". This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

Recitals

A. The Owner, pursuant to its [Amended and Restated] Operating Agreement dated on or about the date hereof by and among the Consenting Members (the "Operating Agreement"), is engaged in the ownership and operation of an [ ]-unit apartment project for families located in the City of Virginia Beach, Virginia and commonly known as "Tranquility at the Lakes II" (the "Project"). The real property comprising the Project is legally defined on Exhibit A.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that are required by the Virginia Housing Development Authority ("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a "Terminating Event"), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent

partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,  
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in the City of Virginia Beach, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of

Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

- (i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;
- (ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;
- (iii) If to the Grantee, Seniors Unlimited Lifestyles, Inc., 453 Longdale Crescent, Chesapeake, Virginia 23325; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]





The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

**SUL TRANQUILITY LAKES II MANAGER, LLC,**  
a Virginia limited liability company

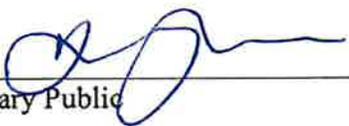
By: Virginia Beach Community Development Corporation, a Virginia nonprofit corporation, its Co-Managing Member

By:  (SEAL)  
Name: Jessica Guglielmo  
Title: President and CEO



COMMONWEALTH OF VIRGINIA )  
CITY/COUNTY OF Virginia Beach )

On March 8, 2022 before me, the undersigned, a notary public in and for said state, personally appeared Jessica Guglielmo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as President and CEO of Virginia Beach Community Development Corporation, a Virginia nonprofit corporation, the co-managing member of SUL Tranquility Lakes II Manager, LLC, a Virginia limited liability company, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

  
Notary Public

Commission expires: 12/31/2023

Registration No.: 7840565



**EXHIBIT A**

**LEGAL DESCRIPTION**

[insert legal]

Parcel 1: 1012 Finney Circle GPIN 1458-88-2715

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INST. #20130102000003920 INST. #20121221001461910 1458-88-2715-0000" and further designated as "RESIDUAL AREA OF GPIN 1458-88-2715," as shown on that certain plat entitled: "PLAT SHOWING RIGHT OF WAY HEREBY ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated April 19, 2018 and revised through January 8, 2019, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Kay Z. Kesser by Deed dated December 18, 2012 and recorded in the aforesaid Clerk's Office as Instrument Number 20130102000003920.

Parcel 2: 1020 Finney Circle GPIN 1458-88-2897

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED BY THE CITY OF VIRGINIA BEACH AREA= 8,198 S.F. OR 0.1882 AC." and further designated as "RESIDUAL AREA TO BE ACQUIRED BY THE CITY OF VIRGINIA BEACH 8,198 SQUARE FEET 0.1882 ACRES," as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY AND PROPERTY TO BE ACQUIRED FROM ROBERT L. ELLIOTT & HELEN TYLER BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated January 11, 2011 and revised through September 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130927001160920, to which reference is made for a more particular description.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach by deed from Robert L. Elliott and Helen Tyler dated September 18, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130930001163420.

IT FURTHER BEING a portion of the same property conveyed to the City of Virginia Beach by Deeds of Confirmation dated September 18, 2013 from Earl Littleton Elliott, Jr. recorded in the aforesaid Clerk's Office as Instrument Number 20160815000718630; from Romona S. Corprew as Instrument Number 20160809000693760; and from Adrian T. Elliott as Instrument Number 20160727000644160.

Parcel 3: 5837 Burton Station Road GPIN 1458-89-3052

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH INSTRUMENT #20131017001240220 INSTR#20131016001232250(PLAT) 1458-89-3052" and further designated as "RESIDUAL AREA OF GPIN 1458-89-3052," as shown on that certain plat entitled: "PLAT SHOWING EASEMENTS TO BE ESTABLISHED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1"= 40', dated August 29, 2016, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20180226000152270, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20161026000968630, 20160726000641970, and 20160805000683460.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA= 930 S.F. OR 0.0213 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 930 SQUARE FEET 0.0213 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from Alphonso Elliott, Executor of the Estate of Martha Virginia Elliott by Deed dated October 9, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20131017001240220.

Parcel 4: 5841 Burton Station Road GPIN 1458-89-2090

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "NOW OR FORMERLY CITY OF VIRGINIA BEACH D.B. 3617, PG. 652 D.B. 429, PG. 271 (PLAT) 1458-89-2090" and further designated as "RESIDUAL AREA OF GPIN 1458-89-2090 9,430 SQUARE FEET 0.2165 ACRES," as shown on that certain plat entitled: "PLAT SHOWING RIGHT-OF-WAY HEREBY ESTABLISHED AND EASEMENTS TO BE CONVEYED BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated January 11, 2011, and revised through February 25, 2014, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20150204000104180, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160630000559760, 20160726000642000, and 20160627000547020.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED AREA= 750 S.F. OR 0.0172 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT HEREBY ESTABLISHED 750 SQUARE FEET 0.0172 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott and Jennie A. Elliott, husband and wife, by Deed dated January 10, 1996 and recorded in the aforesaid Clerk's Office in Deed Book 3617, at page 652.

Parcel 5: Private Right of Way GPIN 1458-89-2065

ALL THAT certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Virginia Beach, Virginia and designated and described as: "RESIDUAL AREA TO BE ACQUIRED AREA = 7,913 S.F. OR 0.1817 AC." and further designated as "RESIDUAL AREA TO BE ACQUIRED 7,913 SQUARE FEET 0.1817 ACRES," as shown on that certain plat entitled: "PLAT SHOWING PROPERTY TO BE ACQUIRED FROM GEORGE W. ELLIOTT BY CITY OF VIRGINIA BEACH FOR BURTON STATION ROAD IMPROVEMENTS CIP #9-081.003 VIRGINIA BEACH, VIRGINIA," Scale: 1" = 40', dated March 18, 2013 and revised through March 26, 2013, which plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia as Instrument Number 20130328000360010, to which reference is made for a more particular description.

LESS AND EXCEPT those certain Dominion Virginia Power, Verizon Virginia Inc., Cox Communications Hampton Roads, LLC easements as shown on the aforesaid plat and recorded respectively as Instrument Numbers 20160412000297120, 20160804000675130, and 20160602000468670.

RESERVING UNTO THE CITY the public drainage easement as shown on the aforesaid plat as "PROPOSED PUBLIC DRAINAGE EASEMENT AREA = 450 S.F. OR 0.0103 AC." and further described as "PROPOSED PUBLIC DRAINAGE EASEMENT 450 SQUARE FEET 0.0103 ACRES," as shown on the aforesaid plat.

RESERVING UNTO THE CITY all right, title and interest of the City in and to any and all easements, rights of way, private roads and other rights of access, ingress and/or egress adjacent to, appurtenant to or in any way benefiting the City and/or public.

IT BEING a portion of the same property conveyed to the City of Virginia Beach from George W. Elliott by Deed dated April 4, 2013 and recorded in the aforesaid Clerk's Office as Instrument Number 20130423000463620.

# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

1. Internet Education Information for Residents
2. Internet Acceptable Use Policy:  
Resident Acknowledgement Form
3. Internet Security Plan



The Internet might seem intimidating at first - a vast global communications network with billions of webpages. But in this lesson, we simplify and explain the basics about the Internet using a conversational non-technical style to make it understandable, useful, and enjoyable. There's no reason to be left out!

# Basic Internet Skills

Microsoft Windows PCs

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[www.NetLiteracy.org](http://www.NetLiteracy.org)





## What the Internet is:

The Internet, the web, cyberspace, and the 'net are all terms that generally mean the same thing, in this case, we will call it the Internet. The Internet is a **NET**work of computers, all over the world, **INTER**connected to each other and available to any individual. The Internet is used for many different activities including shopping, communicating, learning, and distributing information.



Unfortunately, you cannot open a door to a house and walk outside to “go into the Internet.” Computers are a primary tool you’ll utilize to use the Internet. The Internet is somewhat difficult to describe because you cannot touch it (in a way similar to software). It seems invisible—only computers can see it – and you can see it through a computer. Sometimes the Internet is best described in comparison to a library. The Internet is made up of many individual components, just like a library is made up of many books. The Internet’s components have even more individual parts, just like a book has pages.

## Changing Constantly:

The Internet is a useful source of information about news, sports, and entertainment because it changes along with the minute-by-minute events that occur in the world brings. This might seem confusing. However, it is not

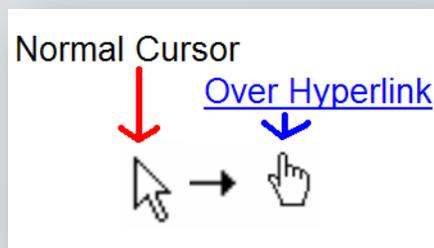


necessarily so—the Internet can be thought of as a “dynamic” living organism that changes and adapts to its environment. The Internet changes very quickly—just watching a 24 hour news channel on the television. The content on some websites is updated every few seconds.

## Purpose / Content of Websites

On the Internet, there are many websites. These are usually made for one specific purpose; they range from informing you about the news to teaching you how to cook.

The best analogy of a website is a comparison to an entire book or an entire newspaper. Websites are made up of “pages,” just like newspapers and books.



Websites are usually independent, however sometimes they are linked together by hyperlinks (also called links) that allow you to jump from one website to another website. These links allow you to “turn the page,” and move around on the Internet. They are usually underlined and **blue**, however they can be any color and or even a picture. How

do you identify a hyperlink? When your mouse hovers over a hyperlink, the arrow changes into a pointing hand.

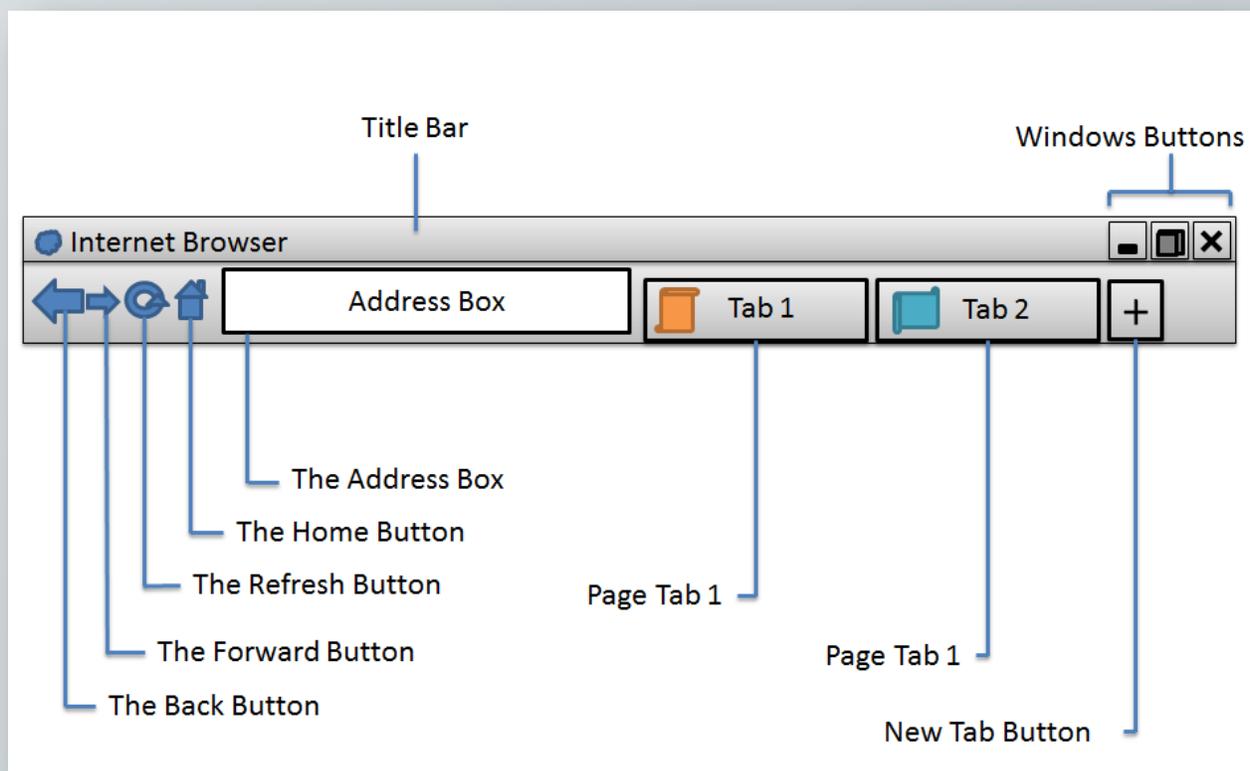
Webpages are what you see and read on the Internet. They are primarily made up of text (words), digital media (pictures, movies, and music), and hyperlinks. The Internet, unlike a book or newspaper, is in no order, and can seem slightly confusing at first. However, there are tools on the Internet that help organize it and will allow you to use it comfortably and easily.





## Applications to Access the Internet

On the computer, you use a program to see the Internet. The program is called a web browser — you “browse” the web with it. Some common brands of web browsers include Internet Explorer, Firefox, and Chrome. They serve the same purpose, navigating the internet, and also have many of the same buttons. For instance, we will take a look at a generic browser’s buttons. You will use these buttons to navigate around the Internet. Sometimes extra buttons might be added, while other times, buttons might have been moved around on the toolbar. If you cannot find a button, just ask someone (they seem to be pretty tricky when they hide from you).



## The Buttons

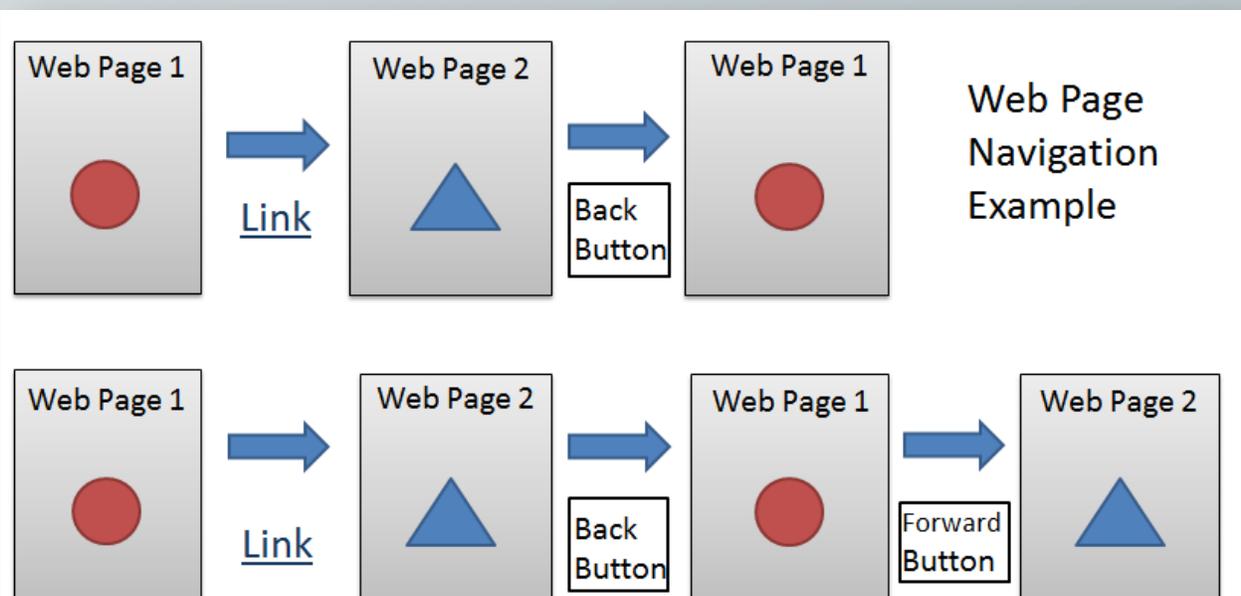
**The Back Button** – This button allows you to return to the last webpage that you last visited. It is most often used if you accidentally click on a link and wish to return to your previous page.

**The Forward Button** – If you clicked the back button, you don't have to hunt for the hyperlink on the webpage to return to the previous webpage. Just click on the forward button to return to the previous page that you were at before you pressed the back button.

Note: If the forward button is "grayed out" and when you click on it, nothing happens, this means that it is disabled.

**The Refresh Button** – This button is useful if you are looking at pages that contain content that is updated more frequently, such as the news, sports scores, or the weather. By clicking on the refresh button, the web page loads again, and is updated with the latest information.

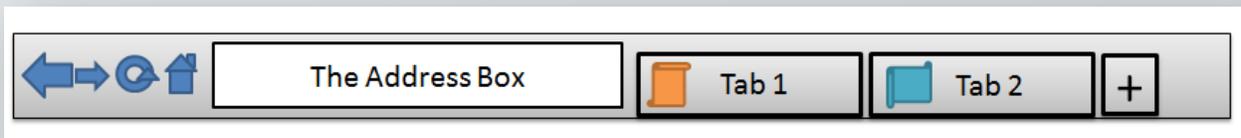
**The Home Button** - When you open your web browser, the first website that is displayed is your **homepage**. You can change your homepage to fit your preferences. When you click on the home button, it takes you to your homepage.





## The Address Box

**The Address Box** – This displays the URL of a webpage. URL stands for Universal Resource Locator, which is a unique address for each webpage – just like your own home’s address is unique. You can type a specific URL into the address box by left clicking in the box once and then typing. Although URLs are all different, they share common characteristics. The basic diagram of a URL is shown below.



# http://www.google.com

**Http://** - Begins most web addresses. Tells the internet browser what protocol to use.

**www**– Stands for “World Wide Web.” Most web addresses have it although it is not necessary. It indicates a web page.

**.(dot)**- Separates parts of the address so it does not all run together and the computer can distinguish the different parts of the address.

**Domain name**– Example: “Google” – A series of numbers, letters or hyphens “-” that identifies the owner of the address.

**“.” (dot)**- See previous Definition

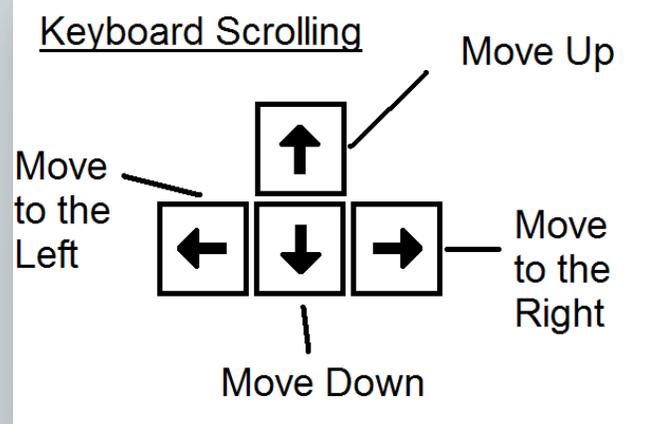
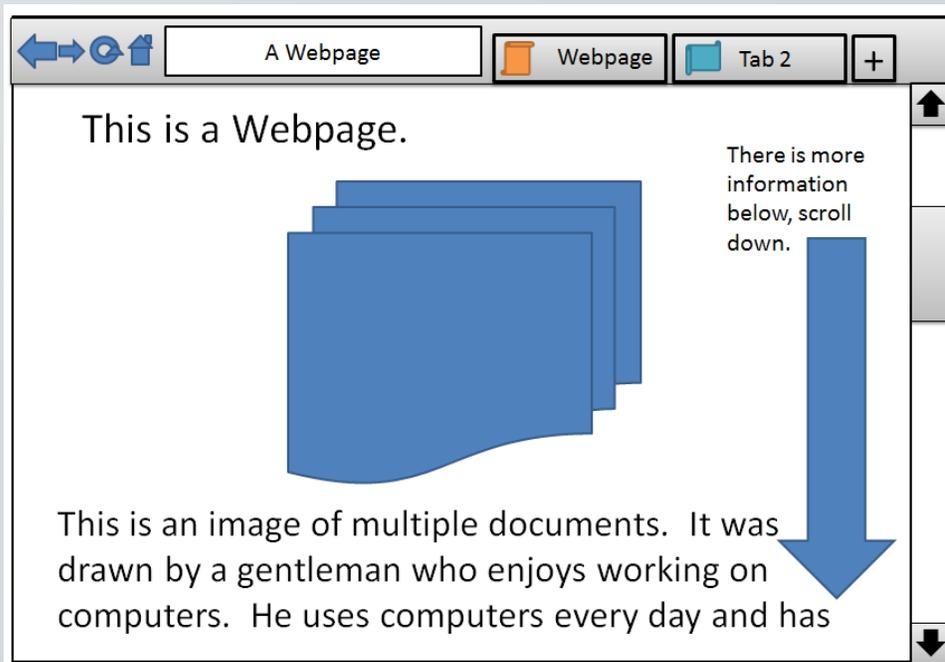
**The Domain**- At the end of a web address. Tells what type of web page you are viewing.  
 .com – Commercial  
 .org – Non-For-Profit Organization  
 .edu – Education (Colleges/Universities)  
 .net – Internet Related  
 .mil – US Military  
 .gov – US Government  
 .us – United States  
 .uk – United Kingdom

Important: Make sure you spell everything correctly. Addresses are very specific and if typed incorrectly, they will direct you to the wrong website. If this happens, simply use your back arrow to return to the previous webpage.



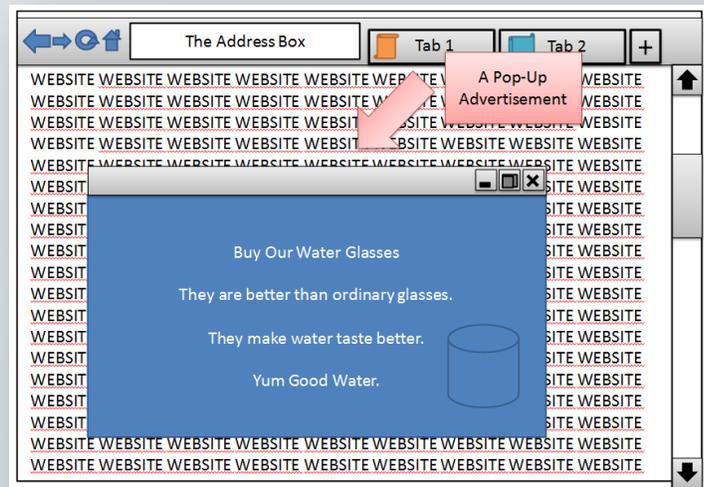
## Scrolling on Webpages

One thing to keep in mind when viewing the Internet is that a bunch of information might be displayed on a webpage, however, only a small portion can be seen immediately when you load the webpage. Thus, it is important to look at your scroll bars to the right and bottom to see if there is more information you are missing. If you are tired of using the mouse to scroll up and down, try using the arrow keys.



## Pop Up Advertisements

On the Internet, there are things that help you and things that can make you aggravated. One aggravation is the **Pop Up Ad**. These advertisements are created by aggressive marketers who want you to see their “amazing” product and buy it. Pop ups create their own window and usually appear on top of the information that you are interested in. If you click on a pop up ad, it will take you away from the information you are looking at. If you see a pop up ad, click the X at the top right of the window to close it.



Another type of advertisement is the **Banner**. Banner ads show up at the top of a website or on the side of a website. As a beginner, it's generally wiser to ignore banner advertisements unless you are familiar with the company.

## Searching the Internet

Because there are so many things on the Internet, it is frequently hard to locate exactly what you are looking for. Search engines such as Google ([www.google.com](http://www.google.com)) are very helpful and allow you search the Internet.

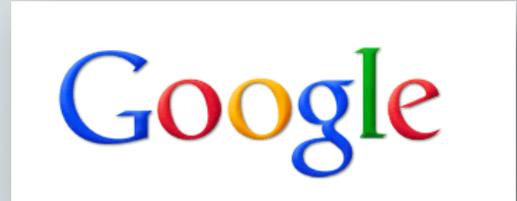
A search engine is a Website used to search for information on the World Wide Web. Google first collects websites using a computer program (called a



wanderer, crawler, robot, worm, or spider). Then Google creates an index of these sites so they are searchable. There are many search engines that are available - we use Google for purposes of instruction because most people use it.

### Performing a search in Google (See Next Page for Picture)

1. Go to Google by typing [www.google.com](http://www.google.com) in the URL address box (see page 5). Google is also one of the fastest search engines and provides some of the best results.
2. Next type your topic or key words (words closely related to your topic) into the box under the Google logo.
3. Press Enter or click "Google Search"
4. The next page that will appear is your search results page. This page lists the first few results from your search. Click on one of the page title that has an interesting description or seems most relevant.
5. If you are not satisfied with that website, click the back button and try a different website. If you still cannot find a good website, try searching by using different terms in the search box at the top of the webpage.



### Google Searching Tips

Google will return pages that include all of your search terms. There is no need to include the word "and" between terms. For example, to look for information about parks in Cincinnati, simply type "Cincinnati parks."

Google is not case sensitive. Typing "United States" is the same as typing "UNITED STATES" or "united states."

The more words you include in your search, the more specific your search will be and the more relevant your search results will be.



## Internet Glossary

**Browser** – A software program that allows Internet documents (like webpages) to be viewed, also called a Web Browser.

**Cyberspace** – The world of computer networks.

**Domain Name** – A unique name that identifies a specific computer on the Internet.

**Download** – A term for transferring software or other files from one computer to another.

**Email** – Electronic Mail – Messages sent from one specific user to another using the Internet.

**Email address** – The way a specific user is identified so that they may receive email. An email address can be identified by the “@” sign. E.g., Support@seniorconnects.org

**Home Page** – The first page of a Website, similar to a table of contents.

**HTML** – HyperText Markup Language- A computer language used to make hypertext documents that are sent via the World Wide Web and viewed using a Browser.

**HTTP** – HyperText Transfer Protocol – The way that hypertext documents are transferred over the Internet.

**Hypertext** – A way of presenting information that allows words, pictures, sounds, and actions to be inter-linked so that you may jump between them however you choose.

**Link** – A word, phrase, or image that allows you to jump to another document on the World Wide Web.

**Search Engine** – A website that indexes and allows searching of information gathered from the Internet. Google is an example of this.

**URL** – Uniform Resource Locator – The entire address for a piece of information of the Internet. E.g., www.google.com

**Webpage** – A hypertext document available on the World Wide Web.

**Website** – A collection of webpages.

**World Wide Web** – A collection of resources available on the Internet using a web browser.

## Internet Acceptable Use Policy (AUP)

All users of \_\_\_\_\_ Internet services agree to and must comply with this Acceptable Use Policy (AUP). \_\_\_\_\_ does not exercise editorial control or review over the content of any Web site, electronic mail transmission, paper printout, newsgroup, or other material created or accessible over or through the Services. However, \_\_\_\_\_ may remove, block, filter, or restrict by any other means any materials that, in \_\_\_\_\_ sole discretion, may be illegal, may subject \_\_\_\_\_ to liability, or which may violate this AUP. \_\_\_\_\_ may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or \_\_\_\_\_ account or other actions as detailed below.

The following constitute violations of this AUP (this list is intended to be illustrative and not exhaustive; other uses may violate the AUP and \_\_\_\_\_ remains the sole and final arbiter of acceptable usage of its Services):

- **Illegal use:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- **Harm to minors:** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- **Fraudulent activity:** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
- **Forgery or impersonation:** Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation.
- **Unsolicited commercial email/Unsolicited bulk email:** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of \_\_\_\_\_'s or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
- **Copyright or trademark infringement:** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Collection of personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

- **Reselling the services:** Reselling the Services without \_\_\_\_\_ 's authorization.
- **Network disruptions and unfriendly activity:** Using the Services for any activity which adversely affects the ability of other people or systems to use \_\_\_\_\_ Services or the Internet. This includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the users's responsibility to ensure that their system is configured, operated, and used in a manner to avoid excessive consumption of network or system resources. It is the users's responsibility to ensure that their system is configured in a secure manner. A user may not, through action or inaction, allow others to use their system for illegal or inappropriate actions. A user may not permit their system, through action or inaction, to be configured in such a way that gives a third party the capability to use their system in an illegal or inappropriate manner.
- **High Volume, Server Hosting, and non-traditional end user activities:** The Services are intended for an end user's periodic active use of email, instant messaging, browsing the World Wide Web, and other typical end user activities. High volume data transfers, especially sustained high volume data transfers, are prohibited. Hosting a web server, IRC server, or any other server is prohibited. Accordingly, \_\_\_\_\_ maintains the right to terminate any user's connection following the detection of any high volume data transfer, server hosting, or non-traditional end user activity as determined by \_\_\_\_\_ .

\_\_\_\_\_ requests that anyone who believes that there is a violation of this AUP direct the information to the property manager.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

\_\_\_\_\_ may take any one or more of the following actions, or other actions not listed, at \_\_\_\_\_ 's sole discretion in response to complaints:

- Issue warnings: written or verbal
- Terminate the user's access
- Bill the user for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

\_\_\_\_\_ reserves the right to revise, amend, or modify this AUP, and our other policies and agreements at any time and in any manner.

\_\_\_\_\_ provides public access to the Internet. There are potentially serious security issues with any computer connected to the Internet without the appropriate protection. These security issues range from viruses, worms and other programs that can damage the user's computer to attacks on the computer by unauthorized or unwanted third parties. These parties, known

commonly as "hackers" may attempt to penetrate the user's computer and download information from the user's computer. If the user has unprotected files on the computer, these files may be visible to hackers on the Internet, potentially including parties with criminal intent. Hackers also exploit vulnerabilities in operating systems to cause malicious damage to a user's computer or even a whole company's network, up to and including the destruction or deletion of files or the re-formatting of drives. It is recommended that the user uses either a personal firewall or Virtual Private Network systems to protect this information. \_\_\_\_\_ advises the user that he/she should consult a security expert to determine whether there are any potential security holes in their computer's configuration.

\_\_\_\_\_ SPECIFICALLY DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED THIRD-PARTY SECURITY BREACHES OR THE RESULTS THEREOF. \_\_\_\_\_ PROVIDES ACCESS TO THE INTERNET AND THE \_\_\_\_\_ NETWORK ON AN "AS IS" BASIS WITH ALL RISKS INHERENT IN SUCH ACCESS. BY CONNECTING TO THE \_\_\_\_\_ NETWORK, THE USER ACKNOWLEDGES THE RISKS ASSOCIATED WITH PUBLIC ACCESS TO THE INTERNET OR DOCUMENT PRINTING AND HEREBY RELEASES AND INDEMNIFIES \_\_\_\_\_ FROM ANY DAMAGES THAT MIGHT OCCUR.

Acknowledgment of Resident:

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed: \_\_\_\_\_

# Draft Internet Security Plan

## Network Security:

### 1. Purpose

This standard specifies the technical requirements that wireless infrastructure devices must satisfy to connect to a \_\_\_\_\_ (Owner) network. Only those wireless infrastructure devices that meet the requirements specified in this standard or are granted an exception by the InfoSec Team are approved for connectivity to the Owner's network.

Network devices including, but not limited to, hubs, routers, switches, firewalls, remote access devices, modems, or wireless access points, must be installed, supported, and maintained by an Information Security (Infosec) approved support organization.

### 2. Scope

All employees, contractors, consultants, temporary and other workers at Owner and its subsidiaries/affiliates, including all personnel that maintain a wireless infrastructure device on behalf of the Owner, must comply with this standard. This standard applies to wireless devices that make a connection the network and all wireless infrastructure devices that provide wireless connectivity to the network. Infosec must approve exceptions to this standard in advance.

### 3. Standard

#### 3.1 General Requirements:

All wireless infrastructure devices that connect to the Owner's network or provide access to the Owner Confidential, Owner Highly Confidential, or Owner Restricted information must:

- Use Extensible Authentication Protocol-Fast Authentication via Secure Tunneling (EAP-FAST), Protected Extensible Authentication Protocol (PEAP), or Extensible Authentication Protocol-Translation Layer Security (EAP-TLS) as the authentication protocol.
- Use Temporal Key Integrity Protocol (TKIP) or Advanced Encryption System (AES) protocols with a minimum key length of 128 bits.
- All Bluetooth devices must use Secure Simple Pairing with encryption enabled.4.2Lab and Isolated Wireless Device Requirements
- Lab device Service Set Identifier (SSID) must be different from the Owner's production device SSID.
- Broadcast of lab device SSID must be disabled.4.3 Home Wireless Device Requirements  
All home wireless infrastructure devices that provide direct access to the Owner's network, such as those behind Enterprise Teleworker (ECT) or hardware VPN, must adhere to the following:
- Enable WiFi Protected Access Pre-shared Key (WPA-PSK), EAP-FAST, PEAP, or EAP-TLS

- When enabling WPA-PSK, configure a complex shared secret key (at least 20 characters) on the wireless client and the wireless access point
- Disable broadcast of SSID
- Change the default SSID name
- Change the default login and password

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec Team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

## Equipment

### 1. Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at \_\_\_\_\_ (Owner). These rules are in place to protect the employee and Owner. Inappropriate use exposes the Owner to risks including virus attacks, compromise of network systems and services, and legal issues.

### 2. Scope

This policy applies to the use of information, electronic and computing devices, and network resources to conduct the Owner's business or interact with internal networks and business systems, whether owned or leased by Owner, the employee, or a third party. All employees, contractors, consultants, temporary, and other workers at Owner and its subsidiaries are responsible for exercising good judgment regarding appropriate use of information, electronic devices, and network resources in accordance with Owner's policies and standards, and local laws and regulation. Exceptions to this policy are documented in section 5.2.

This policy applies to employees, contractors, consultants, temporaries, and other workers at Owner including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by Owner.

### 3. Policy

#### 3.1 General Use and Ownership

3.1.1 Owner proprietary information stored on electronic and computing devices whether owned or leased by Owner, the employee or a third party, remains the sole property of the Owner. You must ensure through legal or technical means that proprietary information is protected in accordance with the Data Protection Standard.

3.1.2 You have a responsibility to promptly report the theft, loss or unauthorized disclosure of Owner proprietary information.

3.1.3 You may access, use or share Owner proprietary information only to the extent it is authorized and necessary to fulfill your assigned job duties.

3.1.4 Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3.1.5 For security and network maintenance purposes, authorized individuals within Owner may monitor equipment, systems and network traffic at any time, per Infosec's Audit Policy.

3.1.6 Owner reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

#### 3.2 Security and Proprietary Information

3.2.1 All mobile and computing devices that connect to the internal network must comply with the Minimum Access Policy.

3.2.2 System level and user level passwords must comply with the Password Policy. Providing access to another individual, either deliberately or through failure to secure its access, is prohibited.

3.2.3 All computing devices must be secured with a password-protected screensaver with the automatic activation feature set to 10 minutes or less. You must lock the screen or log off when the device is unattended.

3.2.4 Postings by employees from an Owner email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of the Owner, unless posting is in the course of business duties.

3.2.5 Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malware.

### 3.3 Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of Owner authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Owner-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

#### 3.3.1 System and Network Activities

The following activities are strictly prohibited, with no exceptions:

- Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Owner.
- Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which Owner or the end user does not have an active license is strictly prohibited.
- Accessing data, a server or an account for any purpose other than conducting Owner's business, even if you have authorized access, is prohibited.
- Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
- Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
- 6. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Using an Owner computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
- Making fraudulent offers of products, items, or services originating from any Owner account.

- Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
- Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes. 11. Port scanning or security scanning is expressly prohibited unless prior notification to Infosec is made.
- Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
- Circumventing user authentication or security of any host, network or account.
- Introducing honeypots, honeynets, or similar technology on the <Company Name> network.
- Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
- Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.
- Providing information about, or lists of, Owner's employees to parties outside Owner.

### 3.3.2 Email and Communication Activities

When using company resources to access and use the Internet, users must realize they represent the company. Whenever employees state an affiliation to the company, they must also clearly indicate that "the opinions expressed are my own and not necessarily those of the company". Questions may be addressed to the IT Department

- Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
- Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
- Unauthorized use, or forging, of email header information.
- Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
- Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
- Use of unsolicited email originating from within Owner's networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by Owner or connected via Owner's network.
- Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

### 3.3.3 Blogging and Social Media

1. Blogging by employees, whether using Owner's property and systems or personal computer systems, is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of Owner's systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate Owner's policy, is not detrimental to Owner's best interests, and does not interfere with an employee's regular work duties. Blogging from Owner's systems is also subject to monitoring.
2. Owner's Confidential Information policy also applies to blogging. As such, Employees are prohibited from revealing any Owner confidential or proprietary information, trade secrets or any other material covered by Owner's Confidential Information policy when engaged in blogging.
3. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of Owner and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing when blogging or otherwise engaging in any conduct prohibited by Owner's Non-Discrimination and Anti-Harassment policy.
4. Employees may also not attribute personal statements, opinions or beliefs to Owner when engaged in blogging. If an employee is expressing his other beliefs and/or opinions in blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of Owner's Employees assume any and all risk associated with blogging.
5. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, Owner's trademarks, logos and any other Owner intellectual property may also not be used in connection with any blogging activity

## 4. Policy Compliance

### 4.1 Compliance Measurement

The Infosec team will verify compliance to this policy through various methods, including but not limited to, business tool reports, internal and external audits, and feedback to the policy owner.

### 4.2 Exceptions

Any exception to the policy must be approved by the Infosec team in advance.

### 4.3 Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

**2023-C-16**  
**SUL Tranquility Lakes II, LLC**

MARKETING PLAN FOR UNITS MEETING ACCESSIBILITY REQUIREMENTS

**Tranquility at the Lakes II Apartments**

SUL Tranquility Lakes II, LLC will own Tranquility at the Lakes II, a 38-unit development for low-income elderly households planned for the Burton Station neighborhood in the City of Virginia Beach, Virginia. Five (5) units in the development will be constructed to meet HUD accessibility requirements as outlined in Section 504 of the Rehabilitation Act and will be actively marketed to persons with disabilities in accordance with the Fair Housing Act.

These five (5) accessible units will be held vacant for 60 days, during which ongoing marketing efforts will be documented. Virginia Beach Community Development Corporation (VBCDC), the Owner/Agent, will market the units to persons with disabilities (Target Population) on an ongoing basis throughout the year and will provide sufficient documentation to Virginia Housing's compliance officer. "Ongoing Basis" shall mean the Owner/Agent will contact at least two (2) resources per month to market the available Section 504 accessible units.

When a Section 504 accessible unit becomes available for occupancy, it shall first be offered to a qualified individual/household with disabilities currently residing in a non-accessible unit who requires accessible features. If there are no such persons/households residing at the property, the Owner/Agent shall offer the unit to the next available qualified individual/household with disabilities on the property's waiting list. After 60 days if no qualified applicant with disabilities requires the unit, the Owner/Agent may place a tenant household with no disabled members in the unit upon approval by the designated Virginia Housing compliance officer. The approved lease will contain a provision requiring the household to move to a vacant unit of comparable size within the development if a household in the Target Population applies for the unit. The Target Population Prospective Tenant will be placed on the property's waiting list until a vacant unit of comparable size is available to complete the non-Target Population Tenant's move. The moving costs of the temporary / non-Target Population Tenant will be paid by the property.

Individuals seeking housing will need to qualify under the income restrictions and application screening of Tranquility at the Lakes II, including but not limited to having a household income at least 60% or less of the Area Median Income.

Resources:

SUL Tranquility Lakes II, LLC will utilize the resources of several organizations in the Virginia Beach area to promote the availability of its accessible and affordable housing units for Seniors. Tranquility at the Lakes II will also be listed at **[virginiahousingsearch.com](http://virginiahousingsearch.com)**

The following agencies will be contacted regularly and be provided with updated leasing information on Tranquility at the Lakes II. The Owner/Agent will schedule site tours with individuals, agencies and/or groups as needed to guide potential tenants toward units that will best meet accessibility and housing needs.

Virginia Department of Medical Assistance Services (804) 786-7933

Virginia Department of Behavioral Health and Developmental Services (804) 786-3921

Virginia Beach Community Services Board (757) 385-4202

Virginia Department of Social Services (757) 385-3200

Independence Center Inc. (757) 461-8007

Seniors Unlimited Lifestyles, Inc. (757) 737-3713

Virginia Beach Department of Housing and Neighborhood Preservation (757) 385-5750

Hope House Foundation 757-625-6161

Senior Services of Southeastern Virginia 757-461-9481

Leasing Preference for Virginia Housing Target Populations:

Additionally, SUL Tranquility Lakes II, LLC will provide first leasing preference to members of target populations, as defined and required by Virginia Housing. Established by Memorandum of Understanding between Virginia Housing and other participating agencies, target populations will be equipped with state rental assistance. The leasing preference provided by SUL Tranquility Lakes II, LLC shall apply to no more than 10% of the units (total of 4 units) at the property at a given time. The owner will not impose tenant selection criteria or leasing terms to individuals receiving this preference that are more restrictive than:

- 1.) the property's standard eligibility requirements / leasing terms;
- 2.) the eligibility criteria for state rental assistance; or
- 3.) any terms in the Virginia Housing MOU establishing the target population.

# **Tab Y:**

Inducement Resolution for Tax Exempt Bonds

**NOT APPLICABLE**

# **Tab Z:**

Documentation of team member's Diversity, Equity and  
Inclusion Designation

**SWAM CONTRACT CERTIFICATION**  
(TO BE PROVIDED AT TIME OF APPLICATION)

**LIHTC Applicant Name** SUL Tranquility at the Lakes II LLC.

**Name of SWaM Service Provider** Mark Turner Construction, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.***

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
- consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.

2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

The term of the contract will be twelve (12) months commencing on June 1, 2023. The contractor will serve as the Owner Representative for the project overseeing the construction for this project. The detailed scope of services is as follows:

- Review architect's plans and specifications and the construction contract between owner and General Contractor.
- Attend pre-construction meetings with owner.
- Review contractor's submitted construction schedule and schedule of values

- Ensure all permits are obtained by General Contractor.
  - Ensure that contractor is submitting appropriate documentation and record-keeping. Review submittals for general conformance with construction documents on the Owner's behalf, and ensure that owner is kept apprised of items that they need to make decisions on; ensure that appropriate parties are reviewing and stamping submittals and determine if additional consultants need to review them; provide comment to the Owner on adequacy of materials specified.
  - Ensure all federal, state, and local requirements are satisfied, to include all inspections.
  - Perform on-site inspections for quality of workmanship, quality of materials, conformity with plans and specifications, code compliance, on-site safety, project schedule vs. progress, and general progress of the construction project.
  - Maintain observation reports/logs including work description, work methods, contractors on site, weather conditions, observations, photos, etc.
  - The frequency of on-site inspections will be determined by the owner. Site visits of no less than once per week are required.
  - Attend, or conduct, construction meetings with contractor, architect, and major subcontractors that are on site.
  - Meetings should include discussions of potential or pending change orders, current problems/issues for the project, schedule, budget, requests for information and any other areas of interest.
  - Report to the President and CEO of VBCDC progress and status of project.
  - Review all test reports and ensure that they are in compliance with specifications (e.g., soil, compaction, concrete, welds, and other required tests).
  - Help the owner resolve disputes or claims that may occur.
  - Review progress billings and when necessary, negotiate revisions.
  - Ensure all lien releases are executed with all progress and final payments.
3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

**CONTRACT CERTIFICATION**

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

**APPLICANT:**

SUL Tranquility at the Lakes II, LLC.  
Name of Applicant

See below signature block  
Signature of Applicant

See below signature block  
Printed Name and Title of Authorized Signer

**SWAM CERTIFIED SERVICE PROVIDER:**

Mark Turner Construction, LLC  
Name of SWaM Certified Service Provider

Franklin Bowser  
Signature of SWaM Certified Service Provider

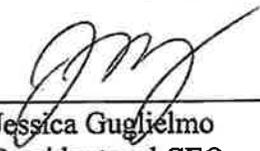
Franklin Bowser, President  
Printed Name and Title of Authorized Signer

**OWNER:  
SUL TRANQUILITY LAKES II, LLC**

SUL TRANQUILITY LAKES II, LLC,  
a Virginia limited liability company

By: SUL Tranquility Lakes II Manager, LLC,  
a Virginia limited liability company,  
its Managing Member

By: Virginia Beach Community Development Corporation,  
a Virginia nonstock corporation,  
its Co-Managing Member

By:  \_\_\_\_\_ (SEAL)  
Name: Jessica Guglielmo  
Title: President and CEO

## Mark Turner Construction, LLC

Franklin Bowser  
10474 Cobbs Rd

Glen Allen, VA 23059

Phone: (804) 998-0068 Ext:

Fax: (804) 998-0025

[fbowser@markturnerconstruction.com](mailto:fbowser@markturnerconstruction.com)

[www.markturnerconstruction.com](http://www.markturnerconstruction.com)

Certification Number	726840
<b>SWaM Certification Type</b>	
Small Start Date	01-09-2023
Minority Owned Start Date	01-09-2023
Business Ethnicity	Black or African American
SWaM Expiration Date	01-09-2028
<b>NIGP Code and Description:</b>	
90900	BUILDING CONSTRUCTION SERVICES, NEW (INCL. MAINTENANCE AND REPAIR SERVICES)
95826	Construction Management Services
91000	BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES
91200	CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND REPAIR SERVICES)
95935	Construction Services, General (Marine)
<b>Federal Certification Type</b>	
8(a) Start Date	01-09-2023

# **Tab AA:**

Priority Letter from Rural Development

**NOT APPLICABLE**

# **TAB AB:**

Social Disadvantage Certification

**NOT APPLICABLE**