

## Tab A:

Signed PDF of the Excel Application(MANDATORY)

# 2024 Federal Low Income Housing Tax Credit Program

### **Application For Reservation**

#### **Deadline for Submission**

#### 9% Competitive Credits

Applications Must Be Received At Virginia Housing No Later Than 12:00 PM Richmond, VA Time On March 14, 2024

#### **Tax Exempt Bonds**

Applications must be received at Virginia Housing
No Later Than 12:00 PM Richmond, VA Time for one of the two available
4% credit rounds- January 25, 2024 or July 18, 2024.



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

## INSTRUCTIONS FOR THE VIRGINIA 2024 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 14, 2024. Failure to submit an electronic copy of the application by the deadline will cause the application to be disqualified.

#### Please Note:

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

There should be distinct files which should include the following:

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

#### IMPORTANT:

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

#### Disclaimer:

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

#### Entering Data:

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

#### Please Note:

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

#### Assistance:

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

#### <u>Virginia Housing LIHTC Allocation Staff Contact Information</u>

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@Virginiahousing.com	(804) 584-4729
Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

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		For Mixed Use Applications only - indicates have
		costs are distributed across the different
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#### 2024 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.

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

				VHDA TR	ACKING N	IUMBER	2024-TEB-28
GENE	RAL INFORMATION ABO	UT PROPOSED DEVELOPME	TV		Ар	plication Date:	1/25/2024
1.	Development Name:	Alexandria GMV 4A					
2.	Address (line 1):	3600 Mount Vernon Ave.					
۷.	Address (line 2):	3000 Would Verilon Ave.					
	City:	Alexandria		State:	VA	Zip: 2230	05
3.	If complete address is no	ot available, provide longitud	e and latitude coor	dinates (x	(,v) from a	location on site	that
	your surveyor deems ap	•	00.0000		Latitude:		
		(Only necess	ary if street addres	s or street	intersect	ions are not ava	ilable.)
4.	The Circuit Court Clerk's	office in which the deed to t	he development is	or will be	recorded:	:	
	City/County of	Alexandria City					
5.	The site overlaps one or	more jurisdictional boundari	ies	FALSE			
	If true, what other City/C	County is the site located in b	esides response to	#4?			
6.	Development is located	in the census tract of:	2012.06				
7.	Development is located	in a <b>Qualified Census Tract</b>		TRUE		Note regarding	DDA and QCT
8.	Development is located	in a <b>Difficult Development A</b>	rea	FALSE			
9.	Development is located	in a <b>Revitalization Area base</b>	d on QCT		TRUE		
10.	Development is located	in a <b>Revitalization Area desi</b>	gnated by resolution	on		TRUE	
11.	Development is located in	in an <b>Opportunity Zone</b> (witl	n a binding commit	ment for	funding)		FALSE
	(If 9, 10 or 11 are True, <i>i</i>	Action: Provide required form	m in <b>TAB K1</b> )				
12.	Development is located i	in a census tract with a hous	ehold poverty rate	of	3%	10%	12%
					FALSE	FALSE	FALSE
	Enter only Numeric Values	below:					
13.	Congressional District:	8					
	Planning District:	8					
	State Senate District:	39					
	State House District:	5					
14.	Development Description	n: In the space provided bel	ow, give a brief des	scription o	f the prop	osed developm	ent
	Alexandria GMV 4A is a 13	0 unit development that consis	ts of 19 efficencies, 5	55 one bed	rooms, 47	two bedrooms, a	nd 9 three
	bedrooms. Alexandria GM	V 4A is part of the larger, multi-	phased Glebe & Mt	Vernon de	velopment		

	VHDA TRACKING NUMBER	2024-TEB-28
A GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT	Application Date:	1/25/2024

#### 15. 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:

	Administrator of the political jurisd	iction in which the development	will be lo	cated:	
	Chief Executive Officer's Name:	James F Parajon			
	Chief Executive Officer's Title:	City Manager		Phone:	703.746.4500
	Street Address:	301 King Street		-	
	City:	Alexandria	State:	VA	Zip: <mark>22314</mark>
	Name and title of local official you	have discussed this project with v	who could	l answer q	<sub>l</sub> uestions
	for the local CEO:	Helen McIlvaine Director of the	Office of I	Housing h	elen.mcilvaine@alexandria.gov
b.	If the development overlaps another	er jurisdiction, please fill in the fo	ollowing:		
	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 v	who could	l answer q	juestions
	for the local CEO:				

В.

RESE	RVATION REQUEST INFORMATION			
. R	equesting Credits From:			
a				
o b			New Construction	า
	For Tax Exempt Bonds, where are bonds being issued?	VHDA		
	<b>ACTION:</b> Provide Inducement Resolution at <b>TAB Y</b> (if available) Skip to Number 4 below.			
. Т	ype(s) of Allocation/Allocation Year			
D	efinitions of types:			_
а	Regular Allocation means all of the buildings in the development are ex	xpected to be p	placed in service th	is calendar year, 2024.
b	Carryforward Allocation means all of the buildings in the development end of this calendar year, 2024, but the owner will have more than 109 following allocation of credits. For those buildings, the owner requests 42(h)(1)(E).	% basis in devel	opment before the	e end of twelve months
. s	elect Building Allocation type:		New Construction	า
	ne acquisition credit, you cannot receive its acquisition 8609 form until the state that the state are this an additional allocation for a development that has buildings not yet			FALSE
. Р	lanned Combined 9% and 4% Developments			
	site plan has been submitted with this application indicating two develops o this $9\%$ allocation request and the remaining development will be a $4\%$ t		_	site. One development relate  TRUE
If	true, provide name of companion development: Alexandria GMV 9A			
Н	as the developer met with Virginia Housing regarding the 4% tax exempt b	oond deal?	TRUE	
. Li	ist below the number of units planned for each allocation request. This sta	ated split of un	its cannot be char	ged or 9% Credits will be can
	Total Units within 9% allocation request? Total Units within 4% Tax Exempt allocation Request?	130	_	
	Total Units:	206	_	
	% of units in 4% Tax Exempt Allocation Request:	63.11%	,	
N	xtended Use Restriction lote: Each recipient of an allocation of credits will be required to record an see of the development for low-income housing for at least 30 years. Appli		-	
	Must Select One: 30			
D	efinition of selection:			1
	Development will be subject to the standard extended use agree (after the mandatory 15-year compliance period.)	ment of 15 ext	ended use period	
	irginia Housing would like to encourage the efficiency of electronic payme		developer commit	
d	ue the Authority, including reservation fees and monitoring fees, by electr	onic payment.		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.

L.	Owner Information:	Must be an i	ndividual or legally form	ed entity.	
a.	Owner Name: Alexand	dria GMV 4A, LLC			
	Developer Name:	Alexandria Housing Develo	pment Corporation		
	Contact: M/M ► Mr.	First: Jonathan	MI: D	Last: Frederick	
	Address: 209 Ma	adison St., #500			
	City: Alexand	dria	St. > VA	Zip: 22314	
	Phone: (571) 982-	-6174 Ext.	Fax:		
	Email address: jfrede	erick@housingalexandria.org	g		
	Federal I.D. No. 9907	783463	(If not available, obt	ain prior to Carryover Allocation.)	
	Select type of entity:	Limited Liability Cor	mpany	Formation State: VA VA	
	Additional Contact: Plea	ase Provide Name, Email and	Phone number.		
	Aaron Remolo	ona, aremolona@housingalex	kandria.org, (571) 98	2-6251	
	ACTION: a. Provide O	wner's organizational docum	nents (e.g. Partnersh	ip agreements and Developer Fee	

- 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)
  - c. Provide Principals' Previous Participation Certification (Mandatory TAB C)
  - d. Provide a chart of ownership structure (Org Chart) and a list of all LIHTC Developments within the last 15 years. (Mandatory at TABS A/D)
- b. FALSE Indicate if at least one principal listed within Org Chart with an ownership interest of at least 25% in the controlling general partner or managing member is a socially disavantaged individual as defined in the manual.

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

#### 2. Developer Experience:

May select one or more of the following choices:

FALSE 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.

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.

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.

#### D. SITE CONTROL

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

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

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

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

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

Applicant controls site by (select one):

Select Type: ▶ Option

**Expiration Date:** 12/31/2026

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

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

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

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

#### 2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

- a. FALSE ...... Owner already controls site by either deed or long-term lease.
- c. FALSE ...... There is more than one site for development and more than one expected date of acquisition by Owner.

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

#### D. SITE CONTROL

_	- 11			
3.	المک	Δr	Inform	ation!
J.	JCII	-		ativii

Name: AHDC Glebe Mount Vernon, LLC

Address: 209 Madison St., #500

City: Alexandria St.: VA Zip: 22314

Contact Person: Jon Frederick Phone:

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

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

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

<u>Names</u>	<u>Phone</u>	Type Ownership	% Ownership
Alexandria Housing Development Cor	703.739.7775	Sole Member	100.00%
Jon Frederick, President of Sole Meml	571.982.6174		0.00%
			0.00%
			0.00%
			0.00%
			0.00%
			0.00%

needs ownership %

#### **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:	Erik Hoffman	This is a Related Entity.	FALSE
	Firm Name:	Klein Horning LLP	DEI Designation?	FALSE
	Address:	1325 G Street NW, Suite 770, Washington Do		
	Email:	ehoffman@kleinhorning.com	Phone: 202.926.3400	
2.	Tax Accountant:	Beth Rycke	This is a Related Entity.	FALSE
	Firm Name:	SC & H	DEI Designation?	FALSE
	Address:	910 Ridgebrook Road, Sparks, MD 21152		
	Email:	brycke@schgroup.com	Phone: 667.309.9864	
3.	Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
	Firm Name:	Astoria, LLC	DEI Designation?	FALSE
	Address:	3450 Lady Marian Court, Midlothian, VA 231	_	
	Email:	rynejohnson@astoriallc.com	Phone: 804.320.0585	
		· ·		
4.	Management Entity:	Steve Boyce	This is a Related Entity.	FALSE
	Firm Name:	SL Nusbaum Realty Co.	DEI Designation?	FALSE
	Address:	7200 Glen Forest Dr Suite 300, Richmond, VA		
	Email:	sboyce@slnusbaum.com	Phone: <u>757.640.2293</u>	
5.	Contractor:	Bryan Embrey	This is a Related Entity.	FALSE
	Firm Name:	Whiting Turner	DEI Designation?	FALSE
	Address:	6305 Ivy Lane, Suite 800, Greenbelt, MD 207	•	
	Email:	bryan.embrey@whiting-turner.com	Phone: 240.297.3052	
_	A walaita at.	Jacobs Darawaka	This is a Deleted Fatitus	FALCE
6.	Architect: Firm Name:	Joanna Borowska  Davis Carter Scot, Ltd	This is a Related Entity.  DEI Designation?	FALSE FALSE
	Address:	8614 Westwood Center Drive, Suite 800, Vie		FALSE
	Email:	jborowska@dcsdesign.com	Phone: 703.556.9275	
	Liliali.	Jb010w3ka@dc3de3ign.com	703.330.3273	
7.	Real Estate Attorney:	Colin J Smith	This is a Related Entity.	FALSE
	Firm Name:	Holland & Knight	DEI Designation?	FALSE
	Address:	1650 Tysons Boulevard, Suite 1700 Tysons V	irginia 22102	
	Email:	cjsmith@hklaw.com	Phone: 703.720.8650	
0	Maria de Parla	P. co. Inh. co. c	This is a policy of Factor	54165
8.	Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
	Firm Name:	Astoria, LLC	DEI Designation?	FALSE
	Address: Email:	3450 Lady Marian Court, Midlothian, VA 231 rynejohnson@astoriallc.com		
	EIIIdII.	Tyriejonnson@astorianc.com	Phone: <u>804.320.0585</u>	
9.	Other:	Jessica Peters	This is a Related Entity.	FALSE
	Firm Name:	Advanced Project Management	DEI Designation?	FALSE
	Address:	4350 Walney Rd Ste 202, Chantilly, VA 2015	Role: Project Manager	
	Email:	jpeters@apm1.com	Phone: 703.263.3100	

#### F. REHAB INFORMATION

1.	Acquisition Credit Information	
a	Credits are being requested for existing buildings being acquired for development	FALSE
	<b>Action:</b> If true, provide an electronic copy of the Existing Condition Questionnaire, Unit by UnMatrix and Appraisal.	nit
b	This development has received a previous allocation of credits FALSE	
	If so, when was the most recent year that this development received credits?	
C.	The development has been provided an acknowledgement letter from Rural Development regarding its preservation priority?	
d	This development is an existing RD or HUD S8/236 development	FALSE
	Note: If there is an identity of interest between the applicant and the seller in this proposal, a	nd the
	applicant is seeking points in this category, then the applicant must either waive their rights t	o the
	developer's fee or other fees associated with acquisition, or obtain a waiver of this requirement	ent 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	
	<ul><li>ii. Applicant has obtained a waiver of this requirement from Virginia Housing prior to the application submission deadline FALSE</li></ul>	
2.	Ten-Year Rule For Acquisition Credits	
а	All buildings satisfy the 10-year look-back rule of IRC Section 42 (d)(2)(B), including the 10% b	asis/
-	\$15,000 rehab costs (\$10,000 for Tax Exempt Bonds) per unit requirement	
b	All buildings qualify for an exception to the 10-year rule under	
	IRC Section 42(d)(2)(D)(i), FALSE	
	i Subsection (I) <u>FALSE</u>	
	ii. Subsection (II) <u>FALSE</u>	
	iii. Subsection (III) <u>FALSE</u>	
	iv. Subsection (IV) <mark>FALSE</mark>	
	v. Subsection (V) <u>FALSE</u>	
C.	The 10-year rule in IRC Section 42 (d)(2)(B) for all buildings does not apply pursuant to IRC Section 42(d)(6)	
d	There are different circumstances for different buildings	

#### F. REHAB INFORMATION

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

#### NONPROFIT INVOLVEMENT G.

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

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

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 TRUE TRUE

TRUE

Be authorized to do business in Virginia. a.

Be substantially based or active in the community of the development. b. 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.

Not be affiliated with or controlled by a for-profit organization. TRUE e.

Not have been formed for the principal purpose of competition in the Non Profit Pool. f.

Not have any staff member, officer or member of the board of directors materially participate, TRUE g. directly or indirectly, in the proposed development as a for profit entity.

- 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)

(If false, skip to #3.)

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

B. Type of involvement:

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: Owner

Name: Alexandria Housing Development Corporation

Contact Person: Briana Harris

209 Madison St. #500 Street Address:

City: Alexandria State: 22314 Zip:

Phone: (703) 739-7775 Contact Email: bharris@housingalexandria.org

#### G. NONPROFIT INVOLVEMENT

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

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

100.0%

#### 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 using

Virginia Housing's template. (TAB V)

Provide Nonprofit Questionnaire (if applicable) (TAB I)

Name of qualified nonprofit: Alexandria Housing Development Corporation

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) and contact Virginia Housing for a Pre-Application M

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

#### H. STRUCTURE AND UNITS INFORMATION

#### 1. General Information a. Total number of all units in development 130 bedrooms 195 Total number of rental units in development 130 195 bedrooms 130 195 Number of low-income rental units bedrooms 100.00% Percentage of rental units designated low-income b. Number of new units:..... bedrooms 195 Number of adaptive reuse units: ...... bedrooms 0 0 Number of rehab units:.... bedrooms c. If any, indicate number of planned exempt units (included in total of all units in development)...... d. Total Floor Area For The Entire Development..... 150,118.29 (Sq. ft.) e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)..... 6,632.16 (Sq. ft.) 0.00 Nonresidential Commercial Floor Area (Not eligible for funding)..... Total Usable Residential Heated Area..... 143,486.13 (Sq. ft.) Percentage of Net Rentable Square Feet Deemed To Be New Rental Space..... 100.00% Exact area of site in acres ...... Locality has approved a final site plan or plan of development......

k. Requirement as of 2016: Site must be properly zoned for proposed development.

ACTION: Provide required zoning documentation (MANDATORY TAB G)

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

#### **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.

			# of LIHTC
Unit Type	Average Sq I	Foot	Units
Supportive Housing	0.00	SF	0
1 Story Eff - Elderly	0.00	SF	0
1 Story 1BR - Elderly	0.00	SF	0
1 Story 2BR - Elderly	0.00	SF	0
Eff - Elderly	0.00	SF	0
1BR Elderly	0.00	SF	0
2BR Elderly	0.00	SF	0
Eff - Garden	0.00	SF	0
1BR Garden	904.64	SF	74
2BR Garden	1319.95	SF	47
3BR Garden	1611.78	SF	9
4BR Garden	0.00	SF	0
2+ Story 2BR Townhouse	0.00	SF	0
2+ Story 3BR Townhouse	0.00	SF	0
2+ Story 4BR Townhouse	0.00	SF	0
be sure to enter the values in	the		130

Total Rental Units
0
0
0
0
0
0
0
0
74
47
9
0
0
0
0
130

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 unit	ts)	1		
b.	Age of Structure:	. NA	years		
c.	Maximum Number of stories:	10			
d.	The development is a <u>scattered site</u> develo	pment	FALSE		
e.	Commercial Area Intended Use:				
f.	Development consists primarily of :	(Only One Option	n Below Can Be Tru	ue)	
	i. Low Rise Building(s) - (1-5 stories with an	<u>ıy</u> structural elem	ents made of wood	d)	FALSE
	ii. Mid Rise Building(s) - (5-7 stories with no	<u>o</u> structural eleme	ents made of wood	)	FALSE
	iii. High Rise Building(s) - (8 or more stories	s with <u>no</u> structur	al elements made	of wood)	TRUE
g.	Indicate <b>True</b> for all development's structure	ral features that a	ipply:		
	i. Row House/Townhouse	FALSE	v. Detached Sir	ngle-family	FALSE
	ii. Garden Apartments	TRUE	vi. Detached Tv	vo-family	FALSE
	iii. Slab on Grade	FALSE	vii. Basement		FALSE
	iv. Crawl space	FALSE			
h.	Development contains an elevator(s).  If true, # of Elevators.	TRUE 2			
	Elevator Type (if known)				

#### H. STRUCTURE AND UNITS INFORMATION

i.	Roof Type	Flat	
j.	Construction Type	Frame	
k.	Primary Exterior Finish	Brick	

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

muco (maneuto am propossa,			
a. Business Center	FALSE	f. Limited Access	TRUE
b. Covered Parking	TRUE	g. Playground	FALSE
c. Exercise Room	TRUE	h. Pool	FALSE
d. Gated access to Site	FALSE	i. Rental Office	TRUE
e. Laundry facilities	TRUE	j. Sports Activity Ct	FALSE
		k. Other:	Yoga/Meditation
		·	

I. Describe Community Facilities:

m. Number of Proposed Parking Spaces
Parking is shared with another entity
FALSE

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

TRUE

Sunroom

If True, Provide required documentation (TAB K2).

#### 5. Plans and Specifications

- a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):
  - i. A location map with development clearly defined.
  - ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
  - iii. Sketch plans of all building(s) reflecting overall dimensions of:
    - a. Typical floor plan(s) showing apartment types and placement
    - b. Ground floor plan(s) showing common areas
    - c. Sketch floor plan(s) of typical dwelling unit(s)
    - d. Typical wall section(s) showing footing, foundation, wall and floor structure Notes must indicate basic materials in structure, floor and exterior finish.
- b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.
  - i. Phase I environmental assessment.
  - ii. Physical needs assessment for any rehab only development.

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

#### J. ENHANCEMENTS

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

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

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

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

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

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

#### **REQUIRED:**

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

FALSE	a.	A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
70.90%	b1.	Percentage of brick covering the exterior walls.
		Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering
		exterior walls. Community buildings are to be included in percentage calculations.
TRUE	c.	Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).
TRUE	d.	All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.
FALSE	e.	Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.
	f.	Not applicable for 2024 Cycles
FALSE	g.	Each unit is provided free individual broadband/high speed internet access.
or		(both access point categories have a minimum upload/download speed per manual.)
TRUE	h.	Each unit is provided free individual WiFi access.
TRUE	i.	Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.
or		
FALSE	j.	Full bath fans are equipped with a humidistat.
FALSE	k.	Cooking surfaces are equipped with fire prevention features as defined in the manual
or		
TRUE	I.	Cooking surfaces are equipped with fire suppression features as defined in the manual
FALSE	m.	Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently
or.		installed dehumidification system.
or TRUE	n	All Construction types: each unit is equipped with a permanent dehumidification system.
INOL	"	An construction types. each unit is equipped with a permanent denumination system.
FALSE	0.	All interior doors within units are solid core.
TRUE	p.	Every kitchen, living room and bedroom contains, at minimum, one USB charging port.
TRUE	q.	All kitchen light fixtures are LED and meet MDCR lighting guidelines.
0%	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) - Provide documentation at <b>Tab F</b> .
FALCE		
FALSE	S.	New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear

#### J. ENHANCEMENTS

from face of building and a minimum size of 30 square feet.

roi all uev	elopments exclusively serving	g elderly tenants upor	n completion of c	construction/rehabilitation:						
FALSE	a. All cooking ranges have	front controls.								
FALSE	b. Bathrooms have an independent or supplemental heat source.									
FALSE	c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.									
FALSE	d. Each unit has a shelf or	ledge outside the prin	mary entry door l	ocated in an interior hallway.						
. Green Cer		33								
	agrees to meet the base line en s listed above.	nergy performance st	andard applicable	e to the development's construction						
The applic	ant will also obtain one of the	following:								
TRUE	Earthcraft Gold or higher co	ertification	FALSE	National Green Building Standard (NGBS) certification of Silver or higher.						
FALSE	_ LEED Certification		FALSE	Enterprise Green Communities (EGC) Certification						
Action:				r d. Watersense Bathroom fixtures above.  priate documentation at TAB F.						
			awarded points o	on a future development application.						
	reach this goal will not result in a		FALCE	Books Marca Marcalla						
FALSE	Zero Energy Ready Home R	Requirements	FALSE	Passive House Standards						
FALSE				received certification for Zero Energy Ready Manual for details and requirements.						
. Universal	Design - Units Meeting Univers	sal Design Standards (	units must be sh	own on Plans)						
FALSE	a. Architect of record certi Design Standards.	ifies that units will be	constructed to m	neet Virginia Housing's Universal						
0	b. Number of Rental Units	constructed to meet	Virginia Housing	s Universal Design standards:						
	0% of Total Rental Units									
FALSE	Market-rate units' amenitie	es are substantially eq	uivalent to those	of the low income units.						
	If not, please explain:	There are no man	rket-rate units wi	thin this development						
	ii iiot, picase explaini									

#### I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating		16	19	21	0
Air Conditioning	0	19	22	26	0
Cooking	0	6	7	9	0
Lighting	0	9	11	13	0
Hot Water	0	12	15	17	0
Water	0	33	43	52	0
Sewer	0	22	29	34	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$117	\$146	\$172	\$0

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

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

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

#### K. SPECIAL HOUSING NEEDS

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

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

Action: Provide appropriate documentation (Tab X)

FALSE

- a. Any development in which (i) the greater of 5 units or 10% of total 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 total units (i) conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act and (ii) are actively marketed to persons with disabilities as defined in the Fair Housing Act in accordance with a plan submitted as part of the application for credits.

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:

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

FALSE Persons with Disabilities (must meet the requirements of the Federal

Americans with Disabilities Act) - Accessible Supportive Housing Pool only

FALSE Supportive Housing (as described in the Tax Credit Manual)

If Supportive Housing is True: Will the supportive housing consist of units designated for

FALSE tenants that are homeless or at risk of homelessness?

Action: Provide Permanent Supportive Housing Certification (Tab S)

K. SPECIAL HOUSING NEED	S
-------------------------	---

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

3.	Leasing	<b>Preferences</b>

a.	Will leasing prefer	ence be give	en to applicants on a	a public housing waiting list and	d/or Section 8	
	waiting list?	select:	Yes			
	Organization which	h holds wait	ing list:	ARHA		
	Contact person:	Shenise Mo	:Manus			
	Title:	Executive A	ssistant			
	Phone Number:	(703) 549	9-7115			
	Action: Pro	vide require	ed notification docur	mentation (TAB L)		
b.		_		families with childrenof 1 or less bedrooms).		FALSE
c.	Specify the number	er of low-inc	ome units that will s	serve individuals and families w	vith children by	,
	providing three or		ooms:	9		
	% of total Low Inco	ome Units	7%	<u> </u>		
	NOTE: Developme	ent must uti	lize a <b>Virginia Housi</b>	ng Certified Management Age	<b>nt</b> . Proof of	

Download Current CMA List from VirginiaHousing.com

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

management certification must be provided before 8609s are issued.

#### 4. Target Population Leasing Preference

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

Dui	Cantact far	Tavast Danulation	leasing professors	The economic will	contact as noo	4~4
Primarv	Contact for	Target Population	leasing preference.	The agency will	contact as nee	ueu.

First Name:	Steve
Last Name:	Boyce

Phone Number: (757) 640-2293 Email: sboyce@slnusbaum.com

#### K. SPECIAL HOUSING NEEDS

<ol> <li>Resident Well-Being (as defined in the manual)</li> <li>Action: Provide appropriate documentation for any selection below (Tab S</li> </ol>	s)
a. Development has entered into a memorandum of understanding (approved by DBHDS) service provider for the provision of resident services.	) with a resident
b. Development will provide licensed childcare on-site with a preference and discount to or an equivalent subsidy for tenants to utilize licensed childcare of tenant's choice.	residents
FALSE c. Development will provide tenants with free on-call, telephonic or virtual healthcare ser a licensed provider.	vices with
6. Rental Assistance  a. Some of the low-income units do or will receive rental assistance FALSE	
b. Indicate True if rental assistance will be available from the following	-
FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.	
FALSE Section 8 New Construction Substantial Rehabilitation	
FALSE Section 8 Moderate Rehabilitation	
FALSE Section 811 Certificates	
FALSE Section 8 Project Based Assistance	
FALSE RD 515 Rental Assistance	
FALSE Section 8 Vouchers *Administering Organization:	
FALSE State Assistance *Administering Organization:	
FALSE Other:	
c. The Project Based vouchers above are applicable to the 30% units seeking points.  FALSE	
i. If True above, how many of the 30% units will not have project based vouchers?	
d. Number of units receiving assistance:	
How many years in rental assistance contract?	
Expiration date of contract:	
There is an Option to Renew FALSE	
Action: Contract or other agreement provided (TAB Q).	
7. Public Housing Revitalization	
Is this development replacing or revitalizing Public Housing Units?	FALSE
If so, how many existing Public Housing units?	

#### L. UNIT DETAILS

#### 1. Set-Aside Election:

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

Note: In order to qualify for any tax credits, a development must meet one of three minimum threshold occupancy tests. Either (i) at least 20% of the units must be rent-restricted and occupied by persons whose incomes are 50% or less of the area median income adjusted for family size (this is called the 20/50 test), (ii) at least 40% of the units must be rent-restricted and occupied by persons whose incomes are 60% or less of the area median income adjusted for family size (this is called the 40/60 test), or (iii) 40% or more of the units are both rent-restricted and occupied by persons whose income does not exceed the imputed income limitation designated in 10% increments between 20% to 80% of the AMI, and the average of the imputed income limitations collectively does not exceed 60% of the AMI (this is called the Average Income Test (AIT)). All occupancy tests are described in Section 42 of the IRC. Rent-and 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 Lev	rels	
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
35	26.92%	40% Area Median
0	0.00%	50% Area Median
61	46.92%	60% Area Median
0	0.00%	70% Area Median
34	26.15%	80% Area Median
0	0.00%	Market Units
130	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
35	26.92%	40% Area Median
0	0.00%	50% Area Median
61	46.92%	60% Area Median
0	0.00%	70% Area Median
34	26.15%	80% Area Median
0	0.00%	Market Units
130	100.00%	Total

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

20-30% Levels FALSE 40% Levels

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

#### Unit Mix Grid

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

TRUE

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.

01/25/24

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

50% levels

	A-
	Unit Type
	(Select One)
Mix 1	1 BR - 1 Bath
Mix 2	1 BR - 1 Bath
Mix 3	1 BR - 1 Bath
Mix 4	1 BR - 1 Bath
Mix 5	1 BR - 1 Bath
Mix 6	1 BR - 1 Bath
Mix 7	1 BR - 1 Bath
Mix 8	2 BR - 2 Bath
Mix 9	2 BR - 2 Bath
	2 BR - 2 Bath

Rent T	arget
(Select	
60% AMI	
60% AMI	
60% AMI	
80% AMI	
40% AMI	
80% AMI	
80% AMI	
40% AMI	
60% AMI	
40% AMI	

Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
19		494.90	\$1,465.00	\$27,835
9		651.26	\$1,578.00	\$14,202
8		654.40	\$1,578.00	\$12,624
1		654.40	\$1,860.00	\$1,860
19	2	682.51	\$1,013.00	\$19,247
9	2	682.51	\$1,860.00	\$16,740
9		683.64	\$1,860.00	\$16,740
5		891.06	\$1,211.00	\$6,055
5		891.06	\$1,889.00	\$9,445
4	1	978.62	\$1,211.00	\$4,844

#### L. UNIT DETAILS

	2 BR - 2 Bath	60% AMI	5	1	978.62	\$1,889.00	\$9,445
	2 BR - 2 Bath	60% AMI	6		1040.15	\$1,889.00	\$11,334
	2 BR - 2 Bath	80% AMI	4		1040.15	\$2,228.00	\$8,912
	2 BR - 2 Bath	40% AMI	7		1042.76	\$1,211.00	\$8,477
Mix 15	2 BR - 2 Bath	80% AMI	2		1042.76	\$2,228.00	\$4,456
Mix 16	2 BR - 2 Bath	80% AMI	9		1277.36	\$2,228.00	\$20,052
Mix 17	3 BR - 2 Bath	60% AMI	9	1	1334.40	\$2,179.00	\$19,611
Mix 18							\$0
Mix 19							\$0
Mix 20							\$0
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
							\$0 \$0
Mix 67							\$0

#### L. UNIT DETAILS

Mix 68			\$0
Mix 69			\$0
Mix 70			\$0
Mix 71			\$0
Mix 72			\$0
Mix 73			\$0
Mix 74			\$0 \$0
Mix 75			\$0
Mix 76			\$0
Mix 77			\$0 \$0 \$0
Mix 78			\$0
Mix 79			\$0
Mix 80			\$0
Mix 81			\$0 \$0
Mix 82			\$0
Mix 83			\$0 \$0 \$0
Mix 84			\$0
Mix 85			\$0
Mix 86			\$0
Mix 87			\$0
Mix 88			\$0
Mix 89			\$0
Mix 90			\$0 \$0 \$0 \$0
Mix 91			\$0
Mix 92			\$0
Mix 93			\$0
Mix 94			\$0
Mix 95			\$0 \$0
Mix 96			\$0
Mix 97			\$0
Mix 98			\$0 \$0
Mix 99			\$0
Mix 100			\$0
TOTALS	130	7	\$211,879
IOIALS	130	,	Ç211,079

Total	130	Net Rentable SF:	TC Units	107,427.44
Units			MKT Units	0.00
			Total NR SF:	107,427.44

Floor Coope Frontion (to 7 decimals)	100 000000/
Floor Space Fraction (to 7 decimals)	100.00000%

#### M. OPERATING EXPENSES

Administrative:		Use Whole Numbers Only!
1. Advertising/Marketing		\$5,237
2. Office Salaries		\$128,195
3. Office Supplies		\$24,448
4. Office/Model Apartment	(type )	\$0
5. Management Fee	· · · · · · · · · · · · · · · · · · ·	\$96,617
	\$743.21 Per Unit	
6. Manager Salaries		\$50,405
7. Staff Unit (s)	(type )	\$0
8. Legal	(-/	\$7,654
9. Auditing		\$443
10. Bookkeeping/Accounting Fe	es	\$19,888
11. Telephone & Answering Serv		\$0
12. Tax Credit Monitoring Fee		\$3,447
13. Miscellaneous Administrativ	e	\$184,730
Total Administra		\$521,064
		<del></del>
Utilities		
14. Fuel Oil		\$0
15. Electricity		\$127,097
16. Water		\$2,215
17. Gas		\$0
18. Sewer		\$2,215
Total Utility		\$131,527
Operating:		
19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$19,415
21. Janitor/Cleaning Contract		\$14,766
22. Exterminating		\$4,113
23. Trash Removal		\$18,278
24. Security Payroll/Contract		\$22,090
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$0
28. Maintenance/Repairs Payrol	II	\$0
29. Repairs/Material		\$63,540
30. Repairs Contract		\$0
31. Elevator Maintenance/Contr	ract	\$22,149
32. Heating/Cooling Repairs & N		\$25,873
33. Pool Maintenance/Contract,		\$0
34. Snow Removal		\$5,483
35. Decorating/Payroll/Contract		\$0
36. Decorating Supplies		\$0
37. Miscellaneous		\$21,539
Totals Operating	& Maintenance	\$217,246
		7217,240

#### M. OPERATING EXPENSES

Taxes & Insurance			
38. Real Estate Taxes			\$235,000
39. Payroll Taxes			\$17,704
40. Miscellaneous Taxes/Licenses/Permits			\$10,041
41. Property & Liability Insurance	\$1,184	per unit	\$153,897
42. Fidelity Bond			\$0
43. Workman's Compensation			\$6,404
44. Health Insurance & Employee Benefits			\$9,538
45. Other Insurance			
Total Taxes & Insurance			\$432,584
<b>Total Operating Expense</b>			\$1,302,421
	Total Operating Expenses as % of EGI	53.92%	
Replacement Reserves (Total # Units X \$300	or \$250 New Const./El	derly Minimum)	\$39,000
Total Expenses			\$1,341,421

#### N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	1/1/2024	Aaron Remolona
b. Site Acquisition	9/30/2024	Aaron Remolona
c. Zoning Approval	7/5/2022	Aaron Remolona
d. Site Plan Approval	5/26/2023	Aaron Remolona
2. Financing a. Construction Loan	2 (1 (222 )	
i. Loan Application	2/1/2024	Aaron Remolona
ii. Conditional Commitment	6/30/2024	Aaron Remolona
iii. Firm Commitment	8/30/2024	Aaron Remolona
<ul><li>b. Permanent Loan - First Lien</li><li>i. Loan Application</li></ul>	2/1/2024	Aaron Remolona
ii. Conditional Commitment	6/30/2024	Aaron Remolona
iii. Firm Commitment	8/30/2024	Aaron Remolona
c. Permanent Loan-Second Lien	0,30,2021	Adress Remoteria
i. Loan Application	NA	
ii. Conditional Commitment	NA	
iii. Firm Commitment	8/29/2023	Aaron Remolona
d. Other Loans & Grants		
i. Type & Source, List		
ii. Application		
iii. Award/Commitment		
2. Formation of Owner	3/7/2022	Aaron Remolona
3. IRS Approval of Nonprofit Status	8/1/2007	Aaron Remolona
4. Closing and Transfer of Property to Owner	9/30/2024	Aaron Remolona
5. Plans and Specifications, Working Drawings	5/13/2023	Aaron Remolona
6. Building Permit Issued by Local Government	5/9/2024	Aaron Remolona
7. Start Construction	10/31/2024	Aaron Remolona
8. Begin Lease-up	1/1/2026	Aaron Remolona
9. Complete Construction	6/1/2026	Aaron Remolona
10. Complete Lease-Up	5/31/2027	Aaron Remolona
11. Credit Placed in Service Date	6/1/2026	Aaron Remolona

#### O. PROJECT BUDGET - HARD COSTS

#### Cost/Basis/Maximum Allowable Credit

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only!				of Cost up to 100% Included asisUse Applicable Co	
		1		nt Value Credit"	(D)
Item		(A) Cost	(B) Acquisition	(C) Rehab/	"70 % Present
	item	(A) COST	(b) Acquisition	New Construction	Value Credit"
1 Cont	ractor Cost			New Construction	value create
a.	Unit Structures (New)	38,331,936	0	37,116,323	
b.	Unit Structures (Rehab)	38,331,930	0	37,110,323	0
c.	Non Residential Structures	0	0	0	0
d.	Commercial Space Costs	0	0	0	0
e.	Structured Parking Garage	9,303,572	0	9,303,572	0
e.	Total Structure	47,635,508	0	46,419,895	0
f.	Earthwork	47,033,306	0	0	0
	Site Utilities	0	0	0	0
g. h.	Renewable Energy	0	0	0	0
i.	Roads & Walks	0	0	0	0
	Site Improvements	0	0	0	0
j. k.	Lawns & Planting	0	0	0	0
l. K.	Engineering	0	0	0	0
m.	Off-Site Improvements	0	0	0	0
n.	Site Environmental Mitigation	0	0	0	0
0.	Demolition	0	0	0	0
p.	Site Work	0	0	0	0
q.	Other Site work	0	0	0	0
۹۰	Total Land Improvements	0	0	0	0
	Total Structure and Land	47,635,508	0	46,419,895	0
r.	General Requirements	585,965	0	585,965	0
S.	Builder's Overhead	3,259,342	0	3,259,342	0
(	6.8% Contract)	0,200,012		0,200,012	
t. `	Builder's Profit	1,361,988	0	1,361,988	0
(	2.9% Contract)			_,	
u. `	Bonds	0	0	0	0
٧.	Building Permits	0	0	0	0
w.	Special Construction	0	0	0	0
x.	Special Equipment	0	0	0	0
y.	Other 1:		0		
z.	Other 2:		0		
aa.	Other 3:	0	0	0	0
	Contractor Costs	\$52,842,803	\$0	\$51,627,190	\$0

Construction cost per unit:

\$334,917.16

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$6,668,971

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$5,207,295

#### 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.			
				f Cost up to 100% Inc		
MUST USE WHOLE NUMBERS ONLY!			Eligible BasisUse Applicable Column(s):			
	WOST OSE WHOLE NOWBERS ONET:		"30% Present	Value Credit"	(D)	
	Item	(A) Cost	(B) Acquisition	(C) Rehab/	"70 % Present	
				New Construction	Value Credit"	
2. Ow	ner Costs					
_	Building Permit	358,024	0	358,024		
a.	_	1,507,313	0			
b.	Architecture/Engineering Design Fee \$11,595 /Unit)	1,507,515	0	1,507,313		
	The state of the s	0	0	0	0	
C.	Architecture Supervision Fee	0	0	0	0	
l .	\$0 /Unit)	4 004 704	0	4 004 704		
d.	Tap Fees	1,094,784	0	1,094,784	-	
e.	Environmental	0	0	0	0	
f.	Soil Borings	0	0	0	0	
g.	Green Building (Earthcraft, LEED, etc.)	32,675	0	32,675		
h.	Appraisal	25,000	0	0	0	
i.	Market Study	15,000	0	15,000		
j.	Site Engineering / Survey	0	0	0	0	
k.	Construction/Development Mgt	655,663	0	655,663		
I.	Structural/Mechanical Study	0	0	0	0	
m.	Construction Loan	273,113	0	0	0	
	Origination Fee					
n.	Construction Interest	3,347,810	0	1,673,905		
	( <u>5.5%</u> for <u>28</u> months)					
0.	Taxes During Construction	175,000	0	175,000		
p.	Insurance During Construction	109,710	0	109,710		
q.	Permanent Loan Fee	135,000				
	( <mark>0.0%</mark> )					
r.	Other Permanent Loan Fees	180,000				
s.	Letter of Credit	37,153	0	0		
t.	Cost Certification Fee	80,000	0	80,000		
u.	Accounting	0	0	0	0	
v.	Title and Recording	513,421	0	0	0	
w.	Legal Fees for Closing	282,000	0	58,000		
x.	Mortgage Banker	100,000	0	0	0	
у.	Tax Credit Fee	232,128				
y . Z.	Tenant Relocation	0		l	I	
aa.	Fixtures, Furnitures and Equipment	510,275	0	510,275		
ab.	Organization Costs	310,273		310,273		
	_	651,211				
ac.	Operating Reserve					
ad.	Contingency	285,199	0			
ae.	Security		0			
af.	Utilities	0	0	0	0	
ag.	Supportive Service Reserves	0				

#### O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify: Seller Loan Interest During	300,000	0	0	
(2) Other* specify: Property Management Fee	200,000	0	0	0
(3) Other* specify: Misc. Third Party Consultar	287,603	0	287,603	
(4) Other* specify: Other Professional Fees	227,833	0		
(5) Other * specify: Phase 0 Soft Costs	2,079,213	0	2,079,213	
(6) Other* specify: Debt Service Reserve	467,188	0		
(7) Other* specify: Lease Up Reserve	649,104	0		
(8) Other* specify: Legal Costs - Acquisition	234,375	0	234,375	0
(9) Other* specify: Legal Costs - Non-Acquisition	384,375	0	0	0
				-
Owner Costs Subtotal (Sum 2A2(10))	\$15,430,170	\$0	\$8,871,540	\$0
Subtotal 1 + 2	\$68,272,973	\$0	\$60,498,730	\$0
(Owner + Contractor Costs)				
3. Developer's Fees	3,000,000	0	3,000,000	
4. Owner's Acquisition Costs				
Land	4,733,000			
Existing Improvements	0	0		
Subtotal 4:	\$4,733,000	\$0		
5. Total Development Costs				
Subtotal 1+2+3+4:	\$76,005,973	\$0	\$63,498,730	\$0
		· ·		

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

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

Maximum Developer Fee: \$5,000,000

Proposed Development's Cost per Sq Foot \$475 Meets Limits

Applicable Cost Limit by Square Foot: \$520

Proposed Development's Cost per Unit \$548,254 Meets Limits

Applicable Cost Limit per Unit: \$550,481

#### P. ELIGIBLE BASIS CALCULATION

		Amount of Cost up to 100% Includable in Eligible BasisUse Applicable Column(s):				
			"30 % Preser	nt Value C	redit"	(D)
	ltem	(A) Cost	(B) Acquisition		New struction	"70 % Present Value Credit"
1.	Total Development Costs	76,005,973	(	0	63,498,730	0
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 (or excess portion thereof)	quality	(	0	0	0
	d. Historic Tax Credit (residential portion	)	(	0	0	0
3.	Total Eligible Basis (1 - 2 above)		(	0	63,498,730	0
4.	Adjustment(s) to Eligible Basis (For non-a	equisition costs in	eligible basis)			
	a. For QCT or DDA (Eligible Basis x 30%)				19,049,619	0
	State Designated Basis Boosts:  b. For Revitalization or Supportive Housir c. For Green Certification (Eligible Basis x		30%)		0	0
	Total Adjusted Eligible basis				82,548,349	0
5.	Applicable Fraction		100.00000%	6	100.00000%	100.00000%
6.	<b>Total Qualified Basis</b> (Eligible Basis x Applicable Fraction)			0	82,548,349	0
7.	Applicable Percentage		4.00%	6	4.00%	9.00%
8.	Maximum Allowable Credit under IRC §4 (Qualified Basis x Applicable Percentage)	12	\$0	1	\$3,301,934	\$0
	(Must be same as BIN total and equal to c than credit amount allowed)	or less	Com		\$3,301,934 & 70% P. V.	Credit

#### Q. SOURCES OF FUNDS

Action: Provide Documentation for all Funding Sources at Tab T

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

		Date of	Date of	Amount of	
	Source of Funds	Application	Commitment	Funds	Name of Contact Person
1.	VHDA Tax Exempt			\$36,415,058	Aaron Remolona
2.					
3.					
	Total Construction Fundin	g:		\$36.415.058	

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

				(14)   1   1   1	1			
		(Whole Numbers only)			Interest	Amortization	Term of	
		Date of	Date of	Amount of	Annual Debt	Rate of	Period	Loan
Source of Funds		Application	Commitment	Funds	Service Cost	Loan	IN YEARS	(years)
1.	VH REACH 1.95%			\$2,000,000	\$78,889	1.95%	35	35
2.	VH REACH 3.95%			\$5,200,000	\$274,423	3.95%	35	35
3.	VH Tax-Exempt			\$6,300,000	\$431,063	6.00%	35	35
4.	Seller Loan			\$3,750,000	\$150,000	4.00%	35	35
5.	City HOF			\$12,600,000				
6.	VHTF	10/6/2023		\$700,000		0.00%	35	35
7.	HIEE	10/6/2023		\$2,000,000		0.00%	35	35
8.	FHLB			\$500,000				
9.	City HOF - Phase 0			\$9,020,000				
10.								
Total Permanent Funding:				\$42,070,000	\$934,375			

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

		Date of	Date of	Amount of		
Source of Funds		Application	Commitment	Funds	Name of Contact Person	
1.	VH Amazon Impact Grant	9/30/2021	12/14/2021	\$3,346,000	Helen McIlvaine / Jon Frederick	
2.						
3.						
4.						
5.						
6.						
Total Permanent Grants:				\$3,346,000		

#### Q. SOURCES OF FUNDS

#### 4. Subsidized Funding

		Date of	Amount of
	Source of Funds	Commitment	Funds
1.	City of Alexandria HOF - Phase 0	6/27/2023	\$9,020,000
2.			
3.			
4.			
5.			
	Total Subsidized Funding		\$9,020,000

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

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

#### **Below-Market Loans**

#### TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$36,415,058
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i	National Housing Trust Fund	\$0
j	Virginia Housing Trust Fund	\$700,000
k	Other:	\$2,000,000
	VHTF - HIEE	
- 1	Other:	\$500,000
	FHLB	

#### Market-Rate Loans

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

#### **Grants\***

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

#### **Grants**

c.	State	
d.	Local	
e.	Other:	

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

#### Q. SOURCES OF FUNDS

6. For	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:  53.37%							
	tax-exemp	t runus is:		55.57%				
<b>7.</b> Som		•	•	dit enhanceme the credit enh	ntsancement:		FALSE	
	,		J					
<b>8.</b> Oth	er Subsidies		Action:	Provide docum	nentation (Tab Q)			
a.	I	FALSE	Real Estate	Tax Abatement	on the increase i	n the value of the	development.	
b.	ı	FALSE		-	from HUD or Rui	al Development f	or the greater o	of 5
			or 10% of th	ie units in the c	levelopment.			
c.		FALSE	Other					

Must be equal to or greater than 85%

#### R.

	EQU	JITY					
1.	<b>Equ</b> i	Portion of Syndicati Amount of Federal		\$0		\$0.000 =	7 -
		Amount of Virginia	historic credits	\$0	x Equity \$	\$0.000 =	\$0
	b.			aired with 4% credit req	uests only)		
		Amount of State HO	OTC	\$0	x Equity \$	\$0.000 =	\$0
	C.		ent .and/Building eloper Fee uity	\$0 \$0 s greater than 50% of over years at <b>TAB A.</b>		d Developer Fee can er Fee,provide a d	
			Equity Total	\$1,367,859			
2	Faui	ity Gap Calculation					
۷.	a.	Total Development	Cost				\$76,005,973
	a.	Total Development	Cost				\$70,003,373
	b.		Funding, Grants and Eq	uity		-	\$46,783,859
	c.	Equity Gap					\$29,222,114
	d.	Developer Equity				-	\$29,221
	e.	Equity gap to be fur	nded with low-income t	ax credit proceeds			\$29,192,893
3.	Syn	dication Information					
	a.	-	ed Name of Syndicator:	<b></b>			
		Contact Person:			Phone:		
		Street Address: City:		State:	Zip:		
		City.		State.	Διμ.		
	b.	Syndication Equity					
		i. Anticipated A	nnual Credits				\$3,301,934.00
		ii. Equity Dollars	s Per Credit (e.g., \$0.85)	per dollar of credit)			\$0.885
			nership entity (e.g., 999	•			99.90000%
		iv. Syndication c	osts not included in Tota	al Development Costs (e	g., advisory fe	ees)	\$0
		v. Net credit am	ount anticipated by use	er of credits			\$3,298,632
		vi. Total to be pa	aid by anticipated users	of credit (e.g., limited pa	rtners)		\$29,192,893
	c.	Syndication:	Private				
	d.	Investors:	Corporate				
4.	Net	Syndication Amoun	t				\$29,192,893
	Whi	ch will be used to pa	y for Total Developmen	t Costs			
5.	Net	Equity Factor					88.4999976230%

#### 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		\$76,005,973
2.	Less Total of Permanent Funding, Grants and Equity	\$46,783,859	
3.	Equals Equity Gap		\$29,222,114
4.	Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity	investment)	88.4999976230%
5.	Equals Ten-Year Credit Amount Needed to Fund Gap		\$33,019,339
	Divided by ten years		10
6.	Equals Annual Tax Credit Required to Fund the Equity Gap		\$3,301,934
7.	Maximum Allowable Credit Amount (from Eligible Basis Calculation)		\$3,301,934
8.	Requested Credit Amount	For 30% PV Credit: For 70% PV Credit:	\$3,301,934
	Credit per LI Units \$25,399.4923		
	Credit per LI Bedroom \$16,932.9949	Combined 30% & 70% PV Credit Requested	\$3,301,934

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

#### T. CASH FLOW

#### 1. Revenue

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

Total Monthly Rental Income for LIHTC Units				\$211,879
Plus Other Income Source (list):	Plus Other Income Source (list):			\$0
Equals Total Monthly Income:				\$211,879
Twelve Months				x12
Equals Annual Gross Potential Income				\$2,542,548
Less Vacancy Allowance	5.0%			\$127,127
Equals Annual Effective Gross Income (EGI) - Low Income Units				\$2,415,421

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

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

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

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

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

a.	Annual EGI Low-Income Units	\$2,415,421
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$2,415,421
d.	Total Expenses	\$1,341,421
e.	Net Operating Income	\$1,074,000
f.	Total Annual Debt Service	\$934,375
g.	Cash Flow Available for Distribution	\$139,625

#### T. CASH FLOW

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

	Stabilized				
	Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	2,415,421	2,463,729	2,513,004	2,563,264	2,614,529
Less Oper. Expenses	1,341,421	1,381,664	1,423,114	1,465,807	1,509,781
Net Income	1,074,000	1,082,065	1,089,890	1,097,457	1,104,748
Less Debt Service	934,375	934,375	934,375	934,375	934,375
Cash Flow	139,625	147,690	155,515	163,082	170,373
Debt Coverage Ratio	1.15	1.16	1.17	1.17	1.18

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	2,666,820	2,720,156	2,774,559	2,830,050	2,886,651
Less Oper. Expenses	1,555,075	1,601,727	1,649,779	1,699,272	1,750,250
Net Income	1,111,745	1,118,429	1,124,780	1,130,778	1,136,401
Less Debt Service	934,375	934,375	934,375	934,375	934,375
Cash Flow	177,370	184,054	190,405	196,403	202,026
Debt Coverage Ratio	1.19	1.20	1.20	1.21	1.22

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	2,944,384	3,003,272	3,063,337	3,124,604	3,187,096
Less Oper. Expenses	1,802,758	1,856,840	1,912,546	1,969,922	2,029,020
Net Income	1,141,627	1,146,432	1,150,792	1,154,682	1,158,077
Less Debt Service	934,375	934,375	934,375	934,375	934,375
Cash Flow	207,252	212,057	216,417	220,307	223,702
Debt Coverage Ratio	1.22	1.23	1.23	1.24	1.24

Estimated Annual Percentage Increase in Revenue  $\frac{2.00\%}{0.00\%}$  (Must be  $\frac{2.00\%}{0.00\%}$  (Must be

U. Building-by-Building Information Must Complete

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

Number of BINS:

	allocation i			NIVENUENCE CORV AND D	A CTE 1C A		<b></b>		c coup											
			MBER	NVENIENCE, COPY AND P Please help us with the pro-		ILLOWED WI	IHINE	BUILDING	G GRID	20% Dr	esent Value			20% Dro	sent Value					
			OF	DO NOT use the CUT feat							r Acquisition		Cro		Sent Value / New Construc	tion		70% Present	Value Credit	
			<u> </u>	DO NOT SKIP LINES BETW		DINGS				Actual or	Acquisition		Cit	Actual or	New Construc	tion		Actual or	value credit	
		TAX	MARKET						Estimate	Anticipated			Estimate	Anticipated			Estimate	Anticipated		1
Bldg	BIN	CREDIT	RATE	Street Address 1	Street	City	State	Zip	Qualified	In-Service	Applicable	Credit	Qualified	In-Service	Applicable	Credit	Qualified	In-Service	Applicable	Credit
#	if known	UNITS	UNITS		Address 2			·	Basis	Date	Percentage	Amount	Basis	Date	Percentage	Amount	Basis	Date	Percentage	Amount
1.		130	0	3600 Mount Vernon Ave		Alexandria	VA	22305				\$0	\$82,548,349	06/01/26	4.00%	\$3,301,934				\$0
2.												\$0				\$0				\$0
3.												\$0				\$0				\$0
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35.												\$0				\$0				\$0
		130	0	If development has more than 3	5 buildings, o	contact Virginia	Housing.													
				Tatala fram all build:					ćo	ī			Ć02 F40 240	1			\$0	1		
				Totals from all buildings					\$0	1		[	\$82,548,349	J			\$0			
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Number of BINS: 1

#### V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

#### V. STATEMENT OF OWNER

- 10. that the requirements for applying for the credits and the terms of any reservation or allocation thereof are subject to change at any time by federal or state law, federal, state or Virginia Housing regulations, or other binding authority.
- 11. that reservations may be made subject to certain conditions to be satisfied prior to allocation and shall in all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonrefundable reservation fee equal to 7% of the annual credit amount reserved.
- 12. that a true, exact, and complete copy of this application, including all the supporting documentation enclosed herewith, has been provided to the tax attorney who has provided the required attorney's opinion accompanying this submission.
- 13. that the undersigned has provided a complete list of all residential real estate developments in which the general partner(s) has (have) or had a controlling ownership interest and, in the case of those projects allocated credits under Section 42 of the IRC, complete information on the status of compliance with Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the Housing Credit Agencies of states in which these projects are located to share compliance information with the Authority.
- 14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Contract request in Virginia after January 1, 2019.
- 15. that undersigned agrees to provide disclosure to all tenants of the availability of Renter Education provided by Virginia Housing.
- 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:	Alexandria GMV 4A, LLC
	By: AHDC GMV 4A, LLC (its sole & managing member
	By: Alexandria Housing Development Corp (its sole &
By: Cat 2 9	
Its: President & CEO	
Tresident de 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:

Joanna R. Borowska, AIA

Virginia License#:

0401014660

Architecture Firm or Company:

Davis, Carter, Scott Ltd

By:

Its:

Project Manager

(Title)

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

#### W.

#### **LIHTC SELF SCORE SHEET**

#### **Self Scoring Process**

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

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

MANDATORY ITEMS:	Included	_	Score
a. Signed, completed application with attached tabs in PDF format	Υ	Y or N	0
b. Active Excel copy of application	Υ	Y or N	0
c. Partnership agreement	Υ	Y or N	0
d. SCC Certification	Υ	Y or N	0
e. Previous participation form	Υ	Y or N	0
f. Site control document	Υ	Y or N	0
g. RESNET Certification	Υ	Y or N	0
h. Attorney's opinion	Υ	Y or N	0
i. Nonprofit questionnaire (if applicable)	Υ	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Υ	Y or N	0
I. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Υ	Y or N	0
Total:	<del>-</del>	•	0.00
1. READINESS:			
a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Υ	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	Υ	0 to 10	10.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Υ	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
Total:			25.00
A HALISING NIFFDS CHARACTERISTICS			
2. HOUSING NEEDS CHARACTERISTICS:			F 00
a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	11.87%	Up to 40	23.73
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	0%	0, 20, 25 or 30	0.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Υ	Up to 20	20.00
Total:			48.73

300 Point Threshold - Tax Exempt Bonds

3. DEVELOPMENT CHARACTERISTICS:				
a. Enhancements (See calculations below)				50.00
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units		N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units		N	0 or 20	0.00
d. Provides approved resident services <b>or</b> eligible childcare services		N	0 or 15	0.00
e. Provides telephonic or virtual health services		N	0 or 15	0.00
f. Proximity to public transportation		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		0%	Up to 15	0.00
i. Developments with less than 100 low income units		N	up to 20	0.00
j. Historic Structure eligible for Historic Rehab Credits		N	0 or 5	0.00
,	Total:			70.00
4. TENANT POPULATION CHARACTERISTICS: Locality AMI State				
\$152,100 \$73,	800			
a. Less than or equal to 20% of units having 1 or less bedrooms		N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms</plus>		6.92%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up t	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)		26.92%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of Al		26.92%	Up to 50	26.92
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <=	= 60% of AMI	26.92%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI		26.92%	Up to 50	0.00
	Total:			36.92
5. SPONSOR CHARACTERISTICS:				
a. Experienced Sponsor - 1 development in Virginia		N	0 or 5	0.00
b. Experienced Sponsor - 3 developments in any state		N	0 or 15	0.00
c. Developer experience - uncorrected life threatening hazard		N	0 or -50	0.00
d. Developer experience - noncompliance		N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)		0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per	occurence)	0	0 or -50 per item	
g. Developer experience - termination of credits by Virginia Housing		N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification		N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection		0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater		N N	0 or 5	0.00
<ul> <li>k. Management company rated unsatisfactory</li> <li>l. Experienced Sponsor partnering with Local Housing Authority pool applicant</li> </ul>		N	0 or -25 0 or 5	0.00
i. Experienced Sportsor partnering with Local Housing Authority poor applicant	Total:	IN	0 01 3	0.00
	TOTAL.			0.00
6. EFFICIENT USE OF RESOURCES:				
a. Credit per unit			Up to 200	89.00
b. Cost per unit			Up to 100	17.40
	Total:		·	106.40
7. BONUS POINTS:				
a. Extended Use Restriction	0	Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option		Υ	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		Υ	Up to 30	30.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority	pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation		N	0 or 5	0.00
g. Commitment to electronic payment of fees		Y	0 or 5	5.00
h. Zero Ready or Passive House certification from prior allocation	<del>-</del>	N	0 or 20	0.00
	Total:			95.00
400 Point Threshold - all 9% Tax Credits		TOTAL SCO	RE:	382.05
				002.03

Enhancements:		
All units have:	Max Pts	Score
a. Community Room	5	0.00
b. Exterior walls constructed with brick and other low maintenance materials	40	20.00
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	0.00
I. Cooking surfaces equipped with fire suppression features	2	2.00
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	0.00
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 _	0.00
	_	50.00
All elderly units have:		
t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		0.00

Total amenities: 50.00

#### **Development Summary**

#### **Summary Information**

Allocation Type:

#### 2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Alexandria GMV 4A

Cycle Type: 4% Tax Exempt Bonds Credits

**Requested Credit Amount:** Jurisdiction: **New Construction** Alexandria City

**Total Units** 130

Population Target: General **Total LI Units** 130

Project Gross Sq Ft: 150,118.29 Owner Contact: Jonathan Frederick

**Green Certified?** TRUE

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$42,070,000	\$323,615	\$280	\$934,375
Grants	\$3,346,000	\$25,738		
Subsidized Funding	\$9,020,000	\$69,385		

Uses of Funds - Actual Costs						
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC		
Improvements	\$47,635,508	\$366,427	\$317	62.67%		
General Req/Overhead/Profit	\$5,207,295	\$40,056	\$35	6.85%		
Other Contract Costs	\$0	\$0	\$0	0.00%		
Owner Costs	\$15,430,170	\$118,694	\$103	20.30%		
Acquisition	\$4,733,000	\$36,408	\$32	6.23%		
Developer Fee	\$3,000,000	\$23,077	\$20	3.95%		

**Total Uses** \$76,005,973 \$584,661

Income					
Gross Potential Income - LI Units \$2,542,548					
Gross Potential Income -	\$0				
Subtotal \$2,542					
Less Vacancy %	5.00%		\$127,127		
Effective Gros	\$2,415,421				

**Rental Assistance? FALSE** 

Expenses						
Category	Total	Per Unit				
Administrative	\$521,064	\$4,008				
Utilities	\$131,527	\$1,012				
Operating & Maintenance	\$217,246	\$1,671				
Taxes & Insurance	\$432,584	\$3,328				
Total Operating Expenses	\$1,302,421	\$10,019				
Replacement Reserves	\$39,000	\$300				
Total Expenses	\$1,341,421	\$10,319				

Cash Flow	
EGI	\$2,415,421
Total Expenses	\$1,341,421
Net Income	\$1,074,000
Debt Service	\$934,375
Debt Coverage Ratio (YR1):	1.15

Total Development Costs					
Total Improvements	\$68,272,973				
Land Acquisition	\$4,733,000				
Developer Fee	\$3,000,000				
Total Development Costs	\$76,005,973				

**Total Score** 

382.05

Proposed Cost Limit/Sq Ft: \$475 Applicable Cost Limit/Sq Ft: \$520 Proposed Cost Limit/Unit: \$548,254 Applicable Cost Limit/Unit: \$550,481

Unit Breakdown				
Supp Hsg	0			
# of Eff	0			
# of 1BR	74			
# of 2BR	47			
# of 3BR	9			
# of 4+ BR	0			
Total Units	130			

\$3,301,934

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	35	35
50% AMI	0	0
60% AMI	61	61
>60% AMI	34	34
Market	0	0

Income Averaging? TRUE

**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%) x 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	\$3,301,934
Credit Requested	\$3,301,934
% of Savings	0.00%
Sliding Scale Points	89

#### **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%) x 100 or 71.40 points.

Total Costs Less Acquisition	\$71,272,973	
Total Square Feet	150,118.29	
Proposed Cost per SqFt	\$474.78	
Applicable Cost Limit per Sq Ft	\$520.00	
% of Savings	8.70%	
Total Units	130	
Proposed Cost per Unit	\$548,254	
Applicable Cost Limit per Unit	\$550,481	
% of Savings	0.40%	
Max % of Savings	8.70% Sliding Scale Points	17.40



# Tab A:

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

#### **ALEXANDRIA GMV 4A, LLC**

#### **Operating Agreement**

AHDC GMV 4A, LLC, a Virginia limited liability company (the "Member"), being the sole member of Alexandria GMV 4A, LLC (the "Company"), a Virginia limited liability company organized pursuant to Articles of Organization filed with the Virginia State Corporation Commission on March 7, 2022 (the "Certificate"), hereby adopts this Operating Agreement as of the date set forth below.

#### 1 General Character of Business

The general character of the business of the Company is set forth in the Certificate.

#### 2 Separateness

The Company shall conduct its business and operations in its own name and shall maintain books and records and bank accounts separate from those of any other person.

#### 3 Management

The Company will be managed by the Member, which shall exercise full and exclusive control over the affairs of the Company. The Member may appoint officers and agents for the Company and give them such titles and powers as the Member may choose. Any action taken by the Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Member, shall be an action of the Company.

#### 4 Allocation of Profit and Loss

All profits and losses of the Company (and items of income, deduction, gain, or loss) will be allocated 100% to the Member.

#### 5 Capital Contributions and Distributions

The Member shall from time to time make certain capital contributions to the Company and shall from time to time take certain distributions of capital, all as it may deem advisable, and all such capital contributions and capital distributions shall be recorded on the books of the Company. All distributions with respect to the Member's interest in the Company will be made 100% to the Member.

#### 6 Dissolution

The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company's property and the Company's receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Member to dissolve.

#### 7 No Liability of Member and Others

The Member, its officers, employees and agents, and any officers and agents of the Company shall not be liable for the Company's liabilities, debts or obligations, all of which shall be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs

under this Operating Agreement shall not be grounds for imposing personal liability any such person.

#### 8 Indemnification

The Company shall indemnify and defend the Member, its officers, employees and agents, and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

#### 9 Amendment

This Operating Agreement may be amended only by written instrument executed by the Member and indicating an express intention to amend this instrument.

[signature on following page]

# [signature page to ALEXANDRIA GMV 4A, LLC Operating Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement under seal as of March 7, 2022.

AHDC GMV 4A, LLC

By: Alexandria Housing Development Corporation,

its sole member

Name: Jonathan Frederick

Title: President & CEO

#### AHDC GMV 4A, LLC

#### **Operating Agreement**

Alexandria Housing Development Corporation, a Virginia non-stock and nonprofit corporation (the "<u>Member</u>"), being the sole member of AHDC GMV 4A, LLC (the "<u>Company</u>"), a Virginia limited liability company organized pursuant to Articles of Organization filed with the Virginia State Corporation Commission on March 7, 2022 (the "<u>Certificate</u>"), hereby adopts this Operating Agreement as of the date set forth below.

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The Company will dissolve upon the first to occur of (i) the sale or other disposition of all or substantially all of the Company's property and the Company's receipt of all or substantially all of the proceeds thereof, or (ii) the determination of the Member to dissolve.

#### 7 No Liability of Member and Others

The Member, its officers, employees and agents, and any officers and agents of the Company shall not be liable for the Company's liabilities, debts or obligations, all of which shall be the sole obligation of the Company. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs

under this Operating Agreement shall not be grounds for imposing personal liability any such person.

#### 8 Indemnification

The Company shall indemnify and defend the Member, its officers, employees and agents, and any officers and agents of the Company, from and against all costs, losses, liabilities and damages incurred by or asserted against any such person in connection with the Company's business to the fullest extent provided or allowed by law.

#### 9 Amendment

This Operating Agreement may be amended only by written instrument executed by the Member and indicating an express intention to amend this instrument.

[signature on following page]

### [signature page to AHDC GMV 4A, LLC Operating Agreement]

IN WITNESS WHEREOF, the undersigned has executed this Operating Agreement under seal as of March 7, 2022.

ALEXANDRIA HOUSING DEVELOPMENT CORPORATION

Name: Jonathan Frederick Title: President & CEO

### OWNERSHIP CHART Alexandria GMV 4A, LLC

Pre Investor

## Alexandria GMV 4A, LLC

a Virginia limited liability company

### AHDC GMV 4A, LLC

its Managing Member – 100%

### **Alexandria Housing Development Corporation**

a Virginia non-stock nonprofit corporation its Sole Member and Managing Member – 100%

Jonathan Frederick, President and CEO

### OWNERSHIP CHART Alexandria GMV 4A, LLC

Post Investor

## Alexandria GMV 4A, LLC

a Virginia limited liability company

## AHDC GMV 4A, LLC

its Managing Member – 0.01%

### **TBD**

Its Investor Member 99.99%

# Alexandria Housing Development Corporation

a Virginia non-stock nonprofit corporation its Sole Member and Managing Member – 100%

Jonathan Frederick, President and CEO

# Tab B:

Virginia State Corporation Commission Certification (MANDATORY)

# Commonwealth of Hirginia



# State Corporation Commission

#### CERTIFICATE OF FACT

1 Certify the Following from the Records of the Commission:

That Alexandria GMV 4A, 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 March 7, 2022; 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:

January 19, 2024

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER: 2024011919727490

# Commonwealthor Hirginia



# State Corporation Commission

### CERTIFICATE OF GOOD STANDING

1 Certify the Following from the Records of the Commission:

That Alexandria Housing Development Corporation is duly incorporated under the law of the Commonwealth of Virginia;

That the corporation was incorporated on May 24, 2004;

That the corporation's period of duration is perpetual; and

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

Nothing more is hereby certified.

STATE OF STA

Signed and Sealed at Richmond on this Date:

January 19, 2024

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER: 2024011919727488

# Commonwealth of Hirginia



# State Corporation Commission

#### **CERTIFICATE OF FACT**

1 Certify the Following from the Records of the Commission:

That AHDC GMV 4A, 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 March 7, 2022; 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.

ORATION COMPERTYREM
1903

Signed and Sealed at Richmond on this Date:

January 19, 2024

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER: 2024011919727489

# Tab C:

Principal's Previous Participation Certification (MANDATORY)



# Previous Participation Certification

Development Name: Alexandria GMV 4A

Name of Applicant (entity): Alexandria GMV 4A, LLC

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

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

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

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

- 1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become aware of any information prior to the application deadline which may render my statements herein false or misleading.
- 2. During any time that any of the Participants were Principals in any multifamily rental property, no mortgagee of any such property declared a default under its mortgage loan or assigned it to the mortgage insurer (governmental or private); no such property was foreclosed upon or dispossessed pursuant to a deed-in-lieu of foreclosure; and no such property received mortgage relief from the mortgagee.
- 3. During any time that any of the Participants were Principals in an owner(s) of any multifamily rental property, no such owner(s) was determined to have breached any agreement related to the construction or rehabilitation, use, operation, management or disposition of the property, including removal from a partnership or limited liability company.
- 4. That at no time have any Participants listed in this certification been required to turn in a property to the investor or been removed from a multifamily rental property ownership structure.
  2024

- 5. There are no unresolved findings raised as a result of state or federal audits, management reviews or other governmental investigations concerning any multifamily rental property in which any of the Participants were Principals.
- 6. During any time that any of the Participants were Principals in any multifamily rental property, there has not been a suspension or termination of payments under any state or federal assistance contract for such property.
- 7. None of the Participants has been convicted of a felony and is not presently 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.
- 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 Virginia Housing employee.
- 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 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 of the owner of 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

Jonathan Frederick

**Printed Name** 

1/9/2024

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

# Tab D:

List of LIHTC Developments (Schedule A) (MANDATORY)

## List of LIHTC Developments (Schedule A)



Development Name: Alexandria GMV 4A
Name of Applicant: Alexandria GMV 4A, LLC

#### **INSTRUCTIONS:**

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

Alexandria GMV 4A, LLC		Controlling GP (CGP) or 'Named' Managing Yes  Member of Proposed property?*  Yes					
Principal's Name:		Member of Proposed property?* Y or N					
Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrecte 8823's? (Y/ <b>Explain "Y</b>
				<b>-</b>		<del> </del>	<u> </u>

List of LIHTC Developments (Schedule A)

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

1st PAGE
TOTAL: 0 0 #DIV/0! Total Units

## List of LIHTC Developments (Schedule A)



Development Name: AHDC GMV 4A

Name of Applicant: AHDC GMV 4A, LLC

#### **INSTRUCTIONS:**

- 1 A Schedule A is required for <u>every</u> 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 <u>uncorrected</u> 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 since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

	Alexandia Housing Dev Principal's Name:	velopment Corporation	Controllir			ed' Managing ed property?*		-
	rincipal's Name.			Membe	i di Fiopos	ed property:	1 01 19	
	Development Name/Location		dev.? (Y/N)*			Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) <b>Explain "Y"</b>
1	The Station at Potomac Yard 650 Maskell St	Alexandria Potomac Station Limited Partnership 703-739-7775	AHDC Potomac Station, Inc	64	44	1/1/2009	7/7/2010	N
2	Arbelo/Longview	Alexandria Trilogy Properties Limited Partnership 703-739-7775	AHDC All Properties, Inc.	75	75	1/1/2014	10/7/2015	N
3	The Nexus at West Alex	Alexandria Gateway Limited P	AHDC Gateway Inc.	74	74	11/19/2019	1/22/2021	N
4	Lacy Court Apartments	Alexandria Lacy Court Limited	AHDC Lacy Court Inc.	44	44	5/2019;12/18/2	9/15/2020	Z
5	The Bloom	Alexandria N Henry LP	AHDC N Henry Inc	97	97	10/29/2020	12/13/2021	N
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<sup>\*</sup> Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE
TOTAL: 354 334

P4% Total Units

# Tab E:

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

#### **OPTION TO PURCHASE**

This Option to Purchase (this "*Agreement*"), effective as of January 1, 2024 ("*Effective Date*"), is made by and between AHDC Glebe Mount Vernon, LLC, a Virginia limited liability company (the "*Optionor*"), and Alexandria GMV 4A, LLC, a Virginia limited liability company ("*Optionee*" and together with the Option or the "*Parties*").

#### RECITALS

- A. Optionor is the owner of certain real property located in Alexandria, Virginia and described on the attached Exhibit A ("*Property*").
- B. Optionee intends to apply to the Virginia Housing Development Authority ("VHDA") for an allocation of low-income housing tax credits and other financing to assist in the development of a multifamily rental housing development and other improvements on the Land ("Project").
- C. The Property is anticipated to be subjected to a land condominium regime, and the Project is expected to be located on a portion of the Land as outlined on the site plan attached as <a href="Exhibit B">Exhibit B</a> (the "Parcel").
- D. Optionor wishes to grant Optionee an option to purchase the Parcel.
- E. Optionee wishes to accept the option to purchase the Parcel on the terms and conditions stated below.

Therefore, the parties agree as follows:

#### **AGREEMENT**

- 1. **Grant of Option to Purchase**. In consideration of Optionor's receipt of \$10.00 from Optionee (which is hereby acknowledged), Optionor hereby grants to Optionee the exclusive right and option to purchase the Parcel (the "*Option*") at any time after the Effective Date, and continuing until 5:00 p.m. on December 31, 2026 (the "*Option Expiration Date*").
- 2. **Purchase Price**. This Option shall not be recorded; however, a further agreement to be entered into between the Optionor and the Optionee, or a memorandum thereof, is expected to be executed by the Optionor and Optionee. All costs of transfer and such recordation will be borne by Optionee. The amount of the Purchase Price (as defined in the further agreement) will be equal to FOUR MILLION SEVEN HUNDRED THIRTY THREE AND NO/100 DOLLARS (\$4,733,000.00) payable upon execution of such agreement in cash or by promissory note bearing interest at the applicable federal rate.
- 3. **Application of Consideration to Purchase Price**. If Optionee elects to purchase the Parcel under the terms and conditions of this Agreement, the consideration paid for the Option will not be applied to the purchase price.
- 4. **Exercise of Option**. Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Option Expiration Date.

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

[signature pages follow]

### [signature page to Option to Purchase]

## **OPTIONEE:**

## **ALEXANDRIA GMV 4A, LLC**

a Virginia limited liability company

By: AHDC GMV 4A, LLC

a Virginia limited liability company its sole and managing member

By: Alexandria Housing Development Corporation,

a Virginia non-stock nonprofit corporation its sole member and managing member

Name: Jonathan Frederick

Title: President and CEO

Notices:

c/o Housing Alexandria 209 Madison Street #500 Alexandria, VA 22314 Attn: Jonathan Frederick

[signature pages continue on next page]

### [signature page to Option to Purchase]

### **OPTIONOR:**

## AHDC GLEBE MOUNT VERNON, LLC

a Virginia limited liability company

By: Alexandria Housing Development Corporation,

a Virginia non-stock nonprofit corporation its sole member and managing member

By: Got Wind

Name: Jonathan Frederick Title: President and CEO

Notices:

c/o Housing Alexandria 209 Madison Street #500 Alexandria, VA 22314 Attn: Jonathan Frederick

### Exhibit A to Option to Purchase Property

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

Beginning at a point in the northerly line of Glebe Road (West), said point being South 49° 59' 29" East 234.83 feet from the point of curve of a twenty foot radius curve at the easterly right of way line of Russell Road, and being common to the most southerly corner of St. Rita's Catholic Church and the most westerly corner of former Lot 500 of redivision of Lot 40, McPherson Subdivision (Deed Book 493 at Page 122), said point now being the most westerly corner of Lot 602 of the aforesaid McPherson Subdivision; and running thence with the northwesterly line of aforesaid Lot 602 and St. Rita's Catholic Church, North 40° 00' 01" East 206.19 feet to a point, said point being the most northerly corner of aforesaid Lot 602 and also being in the lands of aforesaid St. Rita's Catholic Church; thence with the northeasterly line of aforesaid Lot 602, said line being common with the lands of aforesaid St. Rita's Catholic Church and in part common with the southwesterly right of way line of a public alley and the rear line of Lots 1, 2 and 3 of aforesaid McPherson Subdivision, South 58° 55' 40" East 242.30 feet of an angle point in the line of aforesaid Lot 1, McPherson Subdivision; thence South 69° 53' 10" East 41.30 feet to an angle point in aforesaid Lot 1, McPherson Subdivision; thence with the line of Lot 602 and aforesaid Lot 1, South 81° 50' 10" East 45.25 feet to a point in the most westerly right of way line of Mt. Vernon Avenue, said point being the common corner of Lot 602 and aforesaid Lot 1, McPherson Subdivision; thence with the westerly right of way line of Mt. Vernon Avenue, South 17° 52' 30" East 15.34 feet to a point, said point being the most northerly corner of the lands conveyed by John Barton Phillips, Special Commissioner of Sale, to Safeway Stores, Incorporated, by deed dated October 17, 1963 and recorded in Deed Book 587 at Page 444 (said lands formerly being of the Estate of Edmund J. Dwyer); thence continuing with the westerly right of way line of Mt. Vernon Avenue, South 17° 52' 30" East 56.06 feet to a point; thence with and binding on the line of the lands of aforesaid Safeway Stores, Incorporated (formerly Edmund J. Dwyer), South 24° 34' 00" West 283.19 feet to a point in the most northeasterly right of way line of Glebe Road; thence with aforesaid right of way line of Glebe Road along the arc of a curve deflecting to the right a distance of 19.03 feet to a point, said curve having a radius of 288.31 feet and a long chord bearing of North 46° 12' 15" West and arc distance of 19.03 feet; thence continuing with the most northeasterly right of way line of Glebe Road, North 44° 18' 48" West 88.38 feet to a point, said point being a common corner to aforesaid lands of Safeway Stores, Incorporated, and Lot 602, McPherson Subdivision; thence with the aforesaid northeasterly right of way line of Glebe Road, North 44° 03" 06" West 36.68 feet to a point; thence continuing with the northeasterly right of way line of Glebe Road along the arc of a curve deflecting to the left a distance of 300.10 feet, said curve having a radius of 2894.79 feet and a long chord bearing of North 47° 01' 18" West and a distance of 299.96 feet, to a point; thence continuing with the northeasterly right of way line of Glebe Road, North 49° 59' 29" West 10.43 feet to the place of beginning, and containing 102,993 square feet of land, more or less.

Lots numbers Four (4), Five (5), Six (6) and (7), of the subdivision of "McPherson", as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549, among the land records of Arlington County, Virginia.

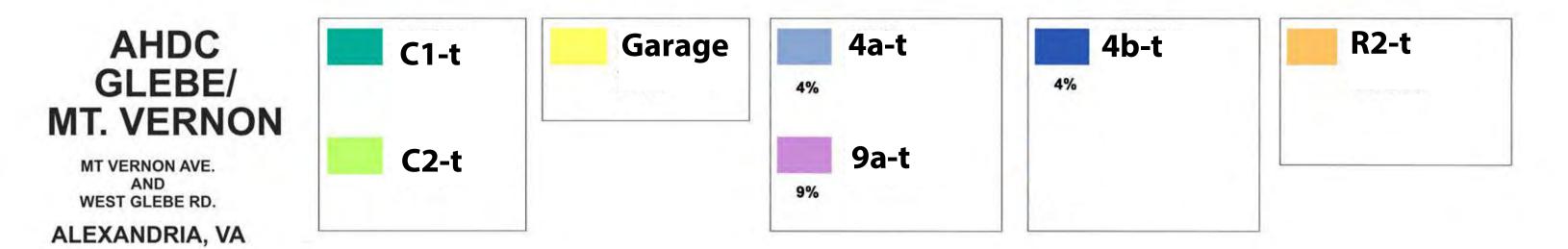
Lots 8, 9, 10 and 11, McPherson's Subdivision of Hume Springs, as the same appears duly dedicated, platted and recorded among the land records of Arlington County, Virginia, in Deed Book 184 at Page 549.

Lot 1 of a plan of lots known as McPherson's subdivision, Hume Spring, as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549 among the land records of Arlington County, now annexed within the extended boundary limits of the City of Alexandria, Virginia.

All of Lots Two (2) and Three (3), in McPherson's Subdivision, Hume Spring, as the same is duly dedicated platted and recorded in Deed Book 184 at Page 549, among the land records of Arlington County, Virginia

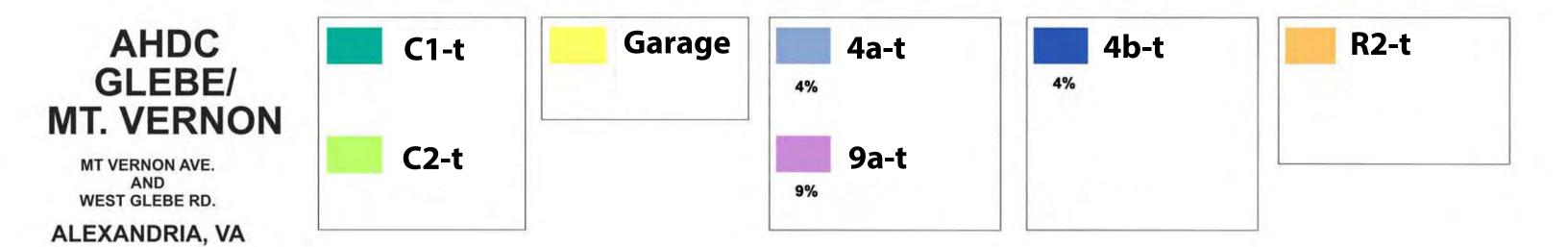
## Exhibit B to Option to Purchase Parcel

The parcel	will be a	pproximately	y 150,118	square feet.	It is depicted	d on the foll	lowing pages a	ıs 4a-t.
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Real estate taxes are levied by the City's Treasury Division.

Please direct inquiries regarding taxes and fees to the Treasury Division at 703.746.4800 or payments@alexandriava.gov.

#### 255 W GLEBE RD ALEXANDRIA, VA

Property Detail Sales Considered for 2023 Sales & Other To 2022 Sales & Other Transactions

Property Information

Current Owner: AHDC GLEBE MOUNT VERNON LLC

 Map-Block-Lot Number:
 015.01-04-09

 Account Number:
 15587000

Tax & Fee Info

For details on total taxes paid, click on the applicable year. If UNPAID status indicated, click on applicable year for total amount now due, including late payment penalty, interest or other applicable fees.

Levy Year	Annual Taxable Assessment	Taxes & Fees	1st Half Pay Status	2nd Half Pay Status
2023	\$14,390,000	\$173,289.75	Fully Paid	Unpaid
2022	\$6,077,377	\$80,373.88	Fully Paid	Fully Paid
2021	\$5,199,278	\$68,736.98	Fully Paid	Fully Paid
2020	\$5,659,000	\$70,246.70	Fully Paid	Fully Paid
2019	\$5,242,000	\$65,534.60	Fully Paid	Fully Paid
2018	\$5,198,415	\$65,042.08	Fully Paid	Fully Paid
2017	\$5,198,415	\$58,742.08	Fully Paid	Fully Paid
2016	\$5,198,415	\$55,778.99	Fully Paid	Fully Paid
2015	\$4,523,415	\$47,179.22	Fully Paid	Fully Paid
2014	\$4,295,570	\$44,802.80	Fully Paid	Fully Paid
2013	\$4,295,570	\$44,588.02	Fully Paid	Fully Paid
2012	\$4,295,570	\$42,869.79	Fully Paid	Fully Paid
2011	\$4,295,570	\$42,869.79	Fully Paid	Fully Paid

Total Balance Due : \$96,358.42

Pay Taxes & Fees Online



Learn about credits to reduce stormwater utilty fees for implementing certain stormwater management practices.

Date of Query: 5:27 PM on January 23, 2024

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Real estate taxes are levied by the City's Treasury Division.

Please direct inquiries regarding taxes and fees to the Treasury Division at 703.746.4800 or payments@alexandriava.gov.

#### 3606 MT VERNON AV ALEXANDRIA, VA

Property Detail Sales Considered for 2023 Sales & Other To 2022 Sales & Other Transactions

Property Information

Current Owner: AHDC GLEBE MOUNT VERNON LLC

 Map-Block-Lot Number:
 015.01-04-06

 Account Number:
 15467000

Tax & Fee Info

For details on total taxes paid, click on the applicable year. If UNPAID status indicated, click on applicable year for total amount now due, including late payment penalty, interest or other applicable fees.

Levy Year	Annual Taxable Assessment	Taxes & Fees	1st Half Pay Status	2nd Half Pay Status
2023	\$909,152	\$10,694.28	Fully Paid	Unpaid
2022	\$783,495	\$9,270.80	Fully Paid	Fully Paid
2021	\$863,722	\$10,077.32	Fully Paid	Fully Paid
2020	\$899,400	\$10,443.22	Fully Paid	Fully Paid
2019	\$856,290	\$9,956.08	Fully Paid	Fully Paid
2018	\$839,500	\$9,766.36	Fully Paid	Fully Paid
2017	\$769,203	\$8,692.00	Fully Paid	Fully Paid
2016	\$720,943	\$7,735.72	Fully Paid	Fully Paid
2015	\$692,881	\$7,226.75	Fully Paid	Fully Paid
2014	\$667,369	\$6,960.66	Fully Paid	Fully Paid
2013	\$667,369	\$6,927.29	Fully Paid	Fully Paid
2012	\$667,369	\$6,660.34	Fully Paid	Fully Paid
2011	\$667,369	\$6,660.34	Fully Paid	Fully Paid

Total Balance Due : \$5,956.44

Pay Taxes & Fees Online



Learn about credits to reduce stormwater utilty fees for implementing certain stormwater management practices.

Date of Query: 5:12 PM on January 23, 2024

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Real estate taxes are levied by the City's Treasury Division.

 $Please\ direct\ inquiries\ regarding\ taxes\ and\ fees\ to\ the\ Treasury\ Division\ at\ 703.746.4800\ or\ payments@alexandriava.gov.$ 

#### 3608 MT VERNON AV ALEXANDRIA, VA

Property Detail Sales Considered for 2023 Sales & Other To 2022 Sales & Other Transactions

Property Information

Current Owner: AHDC GLEBE MOUNT VERNON LLC

 Map-Block-Lot Number:
 015.01-04-05

 Account Number:
 15466500

Tax & Fee Info

For details on total taxes paid, click on the applicable year. If UNPAID status indicated, click on applicable year for total amount now due, including late payment penalty, interest or other applicable fees.

Levy Year	Annual Taxable Assessment	Taxes & Fees	1st Half Pay Status	2nd Half Pay Status
2023	\$563,106	\$6,853.18	Fully Paid	Fully Paid
2022	\$529,906	\$6,455.96	Fully Paid	Fully Paid
2021	\$516,906	\$6,227.66	Fully Paid	Fully Paid
2020	\$526,000	\$6,223.80	Fully Paid	Fully Paid
2019	\$492,721	\$5,847.74	Fully Paid	Fully Paid
2018	\$483,060	\$5,738.58	Fully Paid	Fully Paid
2017	\$473,588	\$5,351.54	Fully Paid	Fully Paid
2016	\$428,042	\$4,592.89	Fully Paid	Fully Paid
2015	\$399,183	\$4,163.48	Fully Paid	Fully Paid
2014	\$372,947	\$3,889.84	Fully Paid	Fully Paid
2013	\$372,947	\$3,871.19	Fully Paid	Fully Paid
2012	\$372,947	\$3,722.01	Fully Paid	Fully Paid
2011	\$372,947	\$3,722.01	Fully Paid	Fully Paid

Total Balance Due : \$0.00



Learn about credits to reduce stormwater utilty fees for implementing certain stormwater management practices.

Date of Query: 5:11 PM on January 23, 2024

@ 1995–2024 City of Alexandria, VA and others





Real estate taxes are levied by the City's Treasury Division.

Please direct inquiries regarding taxes and fees to the Treasury Division at 703.746.4800 or payments@alexandriava.gov.

#### 3610 MT VERNON AV ALEXANDRIA, VA

Property Detail Sales Considered for 2023 Sales & Other To 2022 Sales & Other Transactions

Property Information

Current Owner: AHDC GLEBE MOUNT VERNON LLC

 Map-Block-Lot Number:
 015.01-04-04

 Account Number:
 15466000

Tax & Fee Info

For details on total taxes paid, click on the applicable year. If UNPAID status indicated, click on applicable year for total amount now due, including late payment penalty, interest or other applicable fees.

Levy Year	Annual Taxable Assessment	Taxes & Fees	1st Half Pay Status	2nd Half Pay Status
2023	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2022	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2021	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2020	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2019	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2018	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2017	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2016	\$0	\$0.00	Fully Paid	Fully Paid
2015	\$337,500	\$3,520.13	Fully Paid	Fully Paid
2014	\$283,866	\$2,960.72	Fully Paid	Fully Paid
2013	\$283,866	\$2,946.53	Fully Paid	Fully Paid
2012	\$283,866	\$2,832.98	Fully Paid	Fully Paid
2011	\$283,866	\$2,832.98	Fully Paid	Fully Paid

Total Balance Due : \$0.00



Learn about credits to reduce stormwater utilty fees for implementing certain stormwater management practices.

Date of Query: 5:20 PM on January 23, 2024

@ 1995–2024 City of Alexandria, VA and others





Real estate taxes are levied by the City's Treasury Division.

Please direct inquiries regarding taxes and fees to the Treasury Division at 703.746.4800 or payments@alexandriava.gov.

#### 3612 MT VERNON AV ALEXANDRIA, VA

Property Detail Sales Considered for 2023 Sales & Other To 2022 Sales & Other Transactions

Property Information

Current Owner: AHDC GLEBE MOUNT VERNON LLC

 Map-Block-Lot Number:
 015.01-04-03

 Account Number:
 15465500

Tax & Fee Info

For details on total taxes paid, click on the applicable year. If UNPAID status indicated, click on applicable year for total amount now due, including late payment penalty, interest or other applicable fees.

Levy Year	Annual Taxable Assessment	Taxes & Fees	1st Half Pay Status	2nd Half Pay Status
2023	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2022	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2021	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2020	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2019	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2018	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2017	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2016	\$0	\$0.00	Fully Paid	Fully Paid
2015	\$337,500	\$3,520.13	Fully Paid	Fully Paid
2014	\$313,632	\$3,271.18	Fully Paid	Fully Paid
2013	\$313,632	\$3,255.50	Fully Paid	Fully Paid
2012	\$313,632	\$3,130.05	Fully Paid	Fully Paid
2011	\$313,632	\$3,130.05	Fully Paid	Fully Paid

Total Balance Due : \$0.00



Learn about credits to reduce stormwater utilty fees for implementing certain stormwater management practices.

Date of Query: 5:22 PM on January 23, 2024

@ 1995–2024 City of Alexandria, VA and others





Real estate taxes are levied by the City's Treasury Division.

Please direct inquiries regarding taxes and fees to the <a href="mailto:Treasury Division">Treasury Division</a> at 703.746.4800 or payments@alexandriava.gov.

#### 3700 MT VERNON AV ALEXANDRIA, VA

Property Detail Sales Considered for 2023 Sales & Other To 2022 Sales & Other Transactions

Property Information

Current Owner: AHDC GLEBE MOUNT VERNON LLC

 Map-Block-Lot Number:
 007.03-08-11

 Account Number:
 15464550

Tax & Fee Info

For details on total taxes paid, click on the applicable year. If UNPAID status indicated, click on applicable year for total amount now due, including late payment penalty, interest or other applicable fees.

Levy Year	Annual Taxable Assessment	Taxes & Fees	1st Half Pay Status	2nd Half Pay Status
2023	\$0	\$0.00	Not Yet Billed	Not Yet Billed
2022	\$760,800	\$0.00	Not Yet Billed	Not Yet Billed
2021	\$1,128,204	\$0.00	Not Yet Billed	Not Yet Billed
2020	\$1,128,204	\$0.00	Not Yet Billed	Not Yet Billed
2019	\$1,128,204	\$0.00	Not Yet Billed	Not Yet Billed
2018	\$1,128,204	\$0.00	Not Yet Billed	Not Yet Billed
2017	\$1,128,204	\$0.00	Not Yet Billed	Not Yet Billed

Total Balance Due : \$0.00

Date of Query: 5:14 PM on January 23, 2024

© 1995-2024 City of Alexandria, VA and others

Grantee:

AHDC Glebe Mount Vernon, LLC

c/o Alexandria Housing Development Corporation

1201 E. Abingdon Drive, Suite 210

Alexandria, Virginia 22314

Return to:

Holland & Knight LLP Attn: Colin J. Smith, Esq.

1650 Tysons Boulevard, Ste 1700

Tyson, Virginia 22102

Tax Map Ref. No.: 015.01 - 04 -06

Prepared by: Colin J. Smith, Virginia State Bar, No.42123

Consideration: \$1,400,000.00

#### SPECIAL WARRANTY DEED

Assessed Value 1909, 152.00

THIS DEED, made this 23 day of May 2023, by and between MURAD MAHMOOD and BENEDICTE MAHMOOD as joint tenants, collectively "Grantor," and AHDC GLEBE MOUNT VERNON, LLC, a Virginia limited liability company, "Grantee".

#### WITNESSETH:

For and in consideration of the sum of TEN Dollars (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns with Special Warranty of Title, all that certain parcel of land, together with the improvements thereon, situated, lying and being in the City of Alexandria, Virginia, and more particularly described as follows:

Lot 1 of a plan of lots known as McPherson's subdivision, Hume Spring, as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549 among the land records of Arlington County, now annexed within the extended boundary limits of the City of Alexandria, Virginia. (the "Property")

TOGETHER WITH all ways, easements, rights, privileges and appurtenances thereto or in any way appertaining, all improvements thereon, and all development rights and density rights appurtenant thereto, and all the estate, right, title, interest and claim, either at law or in equity, of Grantor in the said Property.

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way, to the extent that the same are valid and lawfully apply to the Property or any part thereof.

Grantor hereby warrants that it has fee simple title to and the right to convey the Property. Grantor covenants that it has the right to convey the said land to Grantee, that it will warrant specially the Property hereby granted, and that it will execute such further assurances as may be requisite.

Grantee:

AHDC Glebe Mount Vernon, LLC

c/o Alexandria Housing Development Corporation

1201 E. Abingdon Drive, Suite 210

Alexandria, Virginia 22314

Consideration:

\$920,000.00

Assessed Value: \$529,906.00

Prepared by:

Colin J. Smith

VA State Bar. № 42123

#### Return to:

Holland & Knight LLP Attn: Colin J. Smith, Esq. 1650 Tysons Boulevard, Ste 1700

Tyson, Virginia 22102

Tax Map Ref. No.: 015.01-04-05

#### SPECIAL WARRANTY DEED

THIS DEED, made this  $2\overline{3}$  day of September 2022, by and between LINDA SOO HOO, now known as Linda Soohoo Lee "Grantor," and AHDC GLEBE MOUNT VERNON, LLC, a Virginia limited liability company, "Grantee."

#### WITNESSETH:

For and in consideration of the sum of TEN Dollars (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns with Special Warranty of Title, all that certain parcel of land, together with the improvements thereon, situated, lying and being in the City of Alexandria, located at 3608 Mount Vernon Avenue, Alexandria, Virginia and more particularly described as follows:

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

All of Lots Two (2) and Three (3), in McPherson's Subdivision, Hume Spring, as the same is duly dedicated, platted and recorded in Deed Book 184 at Page 549. among the land records of Arlington County, Virginia (the "Property").

TOGETHER WITH all ways, easements, rights, privileges and appurtenances thereto or in any way appertaining, all improvements thereon, and all development rights and density rights appurtenant thereto, and all the estate, right, title, interest and claim, either at law or in equity, of Grantor in the said Property.

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way, to the extent that the same are valid and lawfully apply to the Property or any part thereof.

Grantor hereby warrants that it has fee simple title to and the right to convey the Property. Grantor covenants that it has the right to convey the said land to Grantee, that it will warrant specially the Property hereby granted, and that it will execute such further assurances as may be requisite.

**WITNESS** the following signature and seal.

**GRANTOR:** 

LINDA SOOHOO LEE, an individual

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF LOUDDU L, to wit:

The forgoing instrument was acknowledged before me this <u>23</u> day of September 2022 by LINDA SOOHOO LEE, a natural person.

Notary Public

My Commission Expires: 7-31-2024

Registration No. 7519691

Nurut Bashar Notary Public Commonwealth of Virginla Registration Number 7519681 Comission Expires July 31, 2024

INSTRUMENT 220013528

RECORDED IN THE CLERK'S OFFICE OF
ALEXANDRIA CIRCUIT COURT ON
SEPTEMBER 28, 2022 AT 09:15 AM
\$920.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$460.00 LOCAL: \$460.00

WMATA FEE: \$1840.00

GREG PARKS, CLERK

RECORDED BY: SLP

Grantee:

AHDC Glebe Mount Vernon, LLC

c/o Alexandria Housing Development Corporation

1201 E. Abingdon Drive, Suite 210

Alexandria, Virginia 22314

Return to:

Holland & Knight LLP Attn: Colin J. Smith, Esq.

1650 Tysons Boulevard, Ste 1700

Tyson, Virginia 22102

Consideration: \$10.00

Assessed Value: \$760,800

Tax Map Ref. No.: 007.03-08-11

Prepared by: Colin J. Smith, Esq., Virginia State Bar. No. 42123

This instrument is exempt from Grantor taxes imposed by §58.1-802 pursuant the provisions of §58.1-811 A.3 of the Code of Virginia

#### SPECIAL WARRANTY DEED

THIS DEED, made this 1st day of August 2023, by and between THE CITY OF ALEXANDRIA, VIRGINIA, a body politic of the Commonwealth of Virginia, "Grantor," and AHDC GLEBE MOUNT VERNON, LLC, a Virginia limited liability company, "Grantee."

#### WITNESSETH:

For and in consideration of the sum of TEN Dollars (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee. its successors and assigns with Special Warranty of Title, all that certain parcel of land, together with the improvements thereon, situated, lying and being in the City of Alexandria, Virginia, and more particularly described as follows (the "*Property*"):

All that certain lot or parcel of land together with all improvements thereon located and being the City of Alexandria, VA and being more particularly described as follows:

Lots 8, 9, 10 and 11, McPherson's Subdivision of Hume Springs, as the same appears duly dedicated, platted and recorded among the land records of Arlington County, Virginia, in Deed Book 184 at Page 549.

TOGETHER WITH all ways, easements, rights, privileges and appurtenances thereto or in any way appertaining, all improvements thereon, and all development rights and density rights appurtenant thereto, and all the estate, right, title, interest and claim, either at law or in equity, of Grantor in the said Property.

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way, to the extent that the same are valid and lawfully apply to the Property or any part thereof.

Grantor hereby warrants that it has fee simple title to and the right to convey the Property. Grantor covenants that it has the right to convey the said land to Grantee, that it will warrant specially the Property hereby granted, and that it will execute such further assurances as may be requisite.

WITNESS the following signature and seal.

### **GRANTOR:**

**THE CITY OF ALEXANDRIA, VIRGINIA**, a body politic of the Commonwealth of Virginia

Approved as to form:

By: Bryan P. MacAvoy
Office of the City Attorney

COMMONWEALTH OF VIRGINIA CITY OF ALEXANDRIA, to wit:

The forgoing instrument was acknow	rledged before me this 🏂 day of August
2023, by him Pararon, as Cita	Manager of THE CITY OF
ALEXANDRIA, VIRGINIA, a body politic of	the Commonwealth of Virginia.
	Andriba Il Lancin
	Notary Public

My Commission Expires: February 29, 2024
Registration No. 7517200

ANDREKIA S. ROGERS Notary Public Commonwealth of Virginia Registration # 7517200 My Comm. Expires Feb. 29, 2024

INSTRUMENT 230007377
RECORDED IN THE CLERK'S OFFICE OF
ALEXANDRIA CIRCUIT COURT ON
AUGUST 2, 2023 AT 01:12 PM
GREG PARKS, CLERK
RECORDED BY: DAP

Grantee: AHDC Glebe Mount Vernon, LLC

c/o Alexandria Housing Development Corporation

1201 E. Abingdon Drive, Suite 210

Alexandria, Virginia 22314

Return to:

Holland & Knight LLP

Attn: Colin J. Smith, Esq.

1650 Tysons Boulevard, Ste 1700

Tyson, Virginia 22102

Consideration:

\$14,550,000.00

Tax Map Ref. №s: 015-01-04-03, 015-01-04-04, 015-01-04-09

Assessed Value:

\$14,390,000.00

Prepared by: Virginia State Bar.

Colin J. Smith № 42123

SPECIAL WARRANTY DEED

THIS DEED, made this 29th day of August 2023, by and between 3600 MT. VERNON, LLC, a Virginia limited liability company, "Grantor," and AHDC GLEBE MOUNT VERNON, LLC, a Virginia limited liability company, "Grantee."

#### WITNESSETH:

For and in consideration of the sum of TEN Dollars (\$10.00) cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns with Special Warranty of Title, all that certain parcel of land, together with the improvements thereon, situated, lying and being in the City of Alexandria, Virginia, and more particularly described by the legal description attached hereto and made a part hereof as Exhibit A (the "Property")

TOGETHER WITH all ways, easements, rights, privileges and appurtenances thereto or in any way appertaining, all improvements thereon, and all development rights and density rights appurtenant thereto, and all the estate, right, title, interest and claim, either at law or in equity, of Grantor in the said Property.

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way, to the extent that the same are valid and lawfully apply to the Property or any part thereof.

Grantor hereby warrants that it has fee simple title to and the right to convey the Property. Grantor covenants that it has the right to convey the said land to Grantee, that it will warrant specially the Property hereby granted, and that it will execute such further assurances as may be requisite.

WITNESS the following signature and seal.

## **GRANTOR:**

3600 MT. VERNON, LLC, a Virginia limited liability company

By: Weissberg Corp., Manager

By: \_\_\_

Name: NINA V. WEISSDERS
Title: CEO

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF FAIRFAX, to wit:

The forgoing instrument was acknowledged before me this 29th day of August 2023 by Ning V. Welssberg as CEO of Weissberg Corp., as Manager of 3600 Mt. Vernon, LLC, a Virginia limited liability company as Grantor.

Notary Public

My Commission Expires: 3/31/2

Registration No. 178111

RHEA V. WUERGER NOTARY PUBLIC REG. #178111

COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES MARCH 31, 2026

#### **EXHIBIT A**

### **Description of Parcels**

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

#### Parcel 1:

Beginning at a point in the northerly line of Glebe Road (West), said point being South 49° 59' 29" East 234.83 feet from the point of curve of a twenty foot radius curve at the easterly right of way line of Russell Road, and being common to the most southerly corner of St. Rita's Catholic Church and the most westerly corner of former Lot 500 of redivision of Lot 40, McPherson Subdivision (Deed Book 493 at Page 122), said point now being the most westerly corner of Lot 602 of the aforesaid McPherson Subdivision; and running thence with the northwesterly line of aforesaid Lot 602 and St. Rita's Catholic Church, North 40° 00' 01" East 206.19 feet to a point, said point being the most northerly corner of aforesaid Lot 602 and also being in the lands of aforesaid St. Rita's Catholic Church; thence with the northeasterly line of aforesaid Lot 602, said line being common with the lands of aforesaid St. Rita's Catholic Church and in part common with the southwesterly right of way line of a public alley and the rear line of Lots 1, 2 and 3 of aforesaid McPherson Subdivision, South 58° 55' 40" East 242.30 feet of an angle point in the line of aforesaid Lot 1, McPherson Subdivision; thence South 69° 53' 10" East 41.30 feet to an angle point in aforesaid Lot 1, McPherson Subdivision; thence with the line of Lot 602 and aforesaid Lot 1, South 81° 50' 10" East 45.25 feet to a point in the most westerly right of way line of Mt. Vernon Avenue, said point being the common corner of Lot 602 and aforesaid Lot 1, McPherson Subdivision; thence with the westerly right of way line of Mt. Vernon Avenue, South 17° 52' 30" East 15.34 feet to a point, said point being the most northerly comer of the lands conveyed by John Barton Phillips, Special Commissioner of Sale, to Safeway Stores, Incorporated, by deed dated October 17, 1963 and recorded in Deed Book 587 at Page 444 (said lands formerly being of the Estate of Edmund J. Dwyer); thence continuing with the westerly right of way line of Mt. Vemon Avenue, South 17° 52' 30" East 56.06 feet to a point; thence with and binding on the line of the lands of aforesaid Safeway Stores, Incorporated (formerly Edmund J. Dwyer), South 24° 34' 00" West 283.19 feet to a point in the most northeasterly right of way line of Glebe Road; thence with aforesaid right of way line of Glebe Road along the arc of a curve deflecting to the right a distance of 19.03 feet to a point, said curve having a radius of 288.31 feet and a long chord bearing of North 46° 12' 15" West and arc distance of 19.03 feet; thence continuing with the most northeasterly right of way line of Glebe Road, North 44° 18' 48" West 88.3 feet to a point, said point being a common corner to aforesaid lands of Safeway Stores, Incorporated, and Lot 602, McPherson Subdivision; thence with the aforesaid northeasterly right of way line of Glebe Road, North 44° 03" 06" West 36.68 feet to a point; thence continuing with the northeasterly right of way line of Glebe Road along the arc of a curve deflecting to the left a distance of 300.10 feet, said curve having a radius of 2894.79 feet and a long chord bearing of North 47° 01' 18" West and a distance of 299.96 feet, to a point; thence continuing with the northeasterly right of way line of Glebe Road, North 49° 59' 29" West 10.43 feet to the place of beginning, and containing 102,993 square feet of land, more or less.

#### Parcel 2:

Lots numbers Four (4), Five (5), Six (6) and (7), of the subdivision of "McPherson", as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549, among the land records of Arlington County, Virginia.

# Tab F:

RESNET Rater Certification (MANDATORY)

## **RESNET Rater Certification of Development Plans**

Deal Name
Deal Address
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.
<b>LEED Certification</b> – The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.

## Appendices continued

Additional Optional Certi	fications continued	
	<b>n Building Standard (NGBS)</b> – The deve se NGBS Silver or higher standards to o	
meeting the re	een Communities – The development's equirements as stated in the Enterprise ents construction type to obtain certif	e Green Communities Criteria for
*** Please no	te Raters must have completed 500+ ra	atings in order to certify this form.
Printed Name	Stacey Smith	1-12-24
	RESNET Rater	Date
Signature	5	
Resnet Provider A	gency	
Signature		
Provider Contact 8	& Phone/Email	

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: d4ra93V2

## **HERS® Index Score:**

**55** 

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

## **Annual Savings**

\$1,143
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.3	\$174
Cooling	2.7	\$91
Hot Water	6.6	\$223
Lights/Appliances	14.8	\$501
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	31.5	\$1,217

## 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: 3br-8
Community: N/A
Conditioned Floor Area: 1,331 ft<sup>2</sup>
Number of Bedrooms: 3

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.89 ACH50)

Ventilation: 50 CFM • 38.2 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

## Rating Completed by:

**Energy Rater:** Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

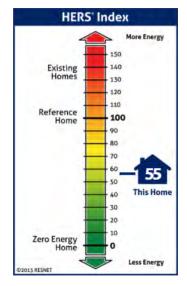
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vobGzr6d

## **HERS® Index Score:**

**58** 

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

## **Annual Savings**

\$1,142
\*Relative to an average U.S. home

A COLUMN

Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

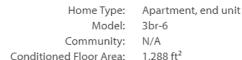
## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.9	\$274
Cooling	2.7	\$90
Hot Water	7.2	\$240
Lights/Appliances	14.5	\$488
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	35.3	\$1,320

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

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

### **Home Feature Summary:**



Number of Bedrooms: 3

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.86 ACH50)
Ventilation: 50 CFM • 38.2 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

ct Leakage to Outside. 4 CFW25 / 100 It

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-19

## Rating Completed by:

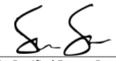
**Energy Rater:** Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

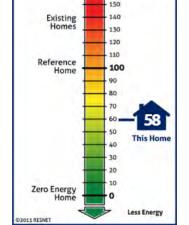
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



HERS Index

More Energy



**Projected Report** Based on Plans

Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: 2Jo36r5L

## **HERS® Index Score:**

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

## **Annual Savings**

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

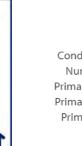
## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.9	\$210
Cooling	3.2	\$109
Hot Water	7.0	\$237
Lights/Appliances	14.5	\$490
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	33.7	\$1,273

## 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: 3br-5 Community: N/A Conditioned Floor Area: 1.264 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF House Tightness: 5 ACH50 (Adjusted Infiltration: 1.02 ACH50) Ventilation: 50 CFM • 38.2 Watts • Supply Only

4 CFM25 / 100 ft<sup>2</sup>

Duct Leakage to Outside:

Above Grade Walls: R-29

> Ceilina: Adiabatic, R-13 Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: Framed Floor: R-13

## Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



HERS Index

Existing

Reference

Zero Energy

02013 RESNET

140

130

120

100

90 80 More Energy

This Home

Less Energy

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: L0VA9jXv

## **HERS® Index Score:**

**57** 

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

## **Annual Savings**

\$1,124
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

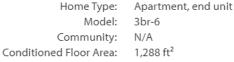
## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.7	\$212
Cooling	3.0	\$101
Hot Water	7.2	\$244
Lights/Appliances	14.6	\$493
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	33.5	\$1,278

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

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

### **Home Feature Summary:**



Number of Bedrooms: 3

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 1.23 ACH50)
Ventilation: 50 CFM • 38.2 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13 ow Type: U-Value: 0.3, SHGC: 0.31

Window Type: U-Value: 0.3, Foundation Walls: N/A

Foundation Walls: N/A Framed Floor: R-13

## **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

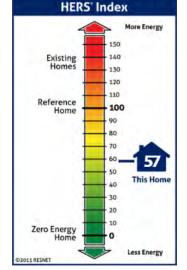
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vQxXnrVd

## **HERS® Index Score:**

58

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

## **Annual Savings**

\$1,125

\*Relative to an average U.S. home

### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.2	\$202
Cooling	3.3	\$111
Hot Water	7.0	\$236
Lights/Appliances	15.0	\$505
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	33.5	\$1,281

## 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: 3br-4
Community: N/A
Conditioned Floor Area: 1,362 ft<sup>2</sup>
Number of Bedrooms: 3

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.99 ACH50)
Ventilation: 50 CFM • 38.2 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

## Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

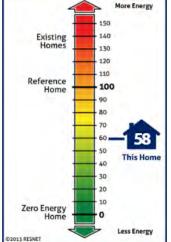
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



HERS Index



Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vPaXgZR2

## **HERS® Index Score:**

60

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

## **Annual Savings**

\$1,169
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.7	\$273
Cooling	3.8	\$127
Hot Water	6.5	\$217
Lights/Appliances	15.2	\$508
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	36.1	\$1,353

## 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: 3br-2

Community: N/A

Conditioned Floor Area: 1,414 ft<sup>2</sup>

Number of Bedrooms: 3

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.33 ACH50)
Ventilation: 50 CFM • 38.2 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Vaulted Roof, R-31
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

## Rating Completed by:

**Energy Rater:** Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

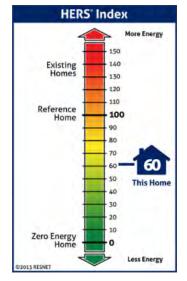
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM





**Projected Report** Based on Plans

Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: Lz1GW6Y2

## **HERS® Index Score:**

Existing

Reference

Zero Energy

02013 RESNET

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

## **Annual Savings**

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

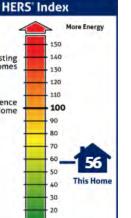
## Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.6	\$185
Cooling	3.1	\$103
Hot Water	6.5	\$219
Lights/Appliances	15.2	\$513
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	32.4	\$1,247

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

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

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



Less Energy

Home Type: Apartment, end unit

Model: 3br-2 Community: N/A Conditioned Floor Area: 1.414 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF House Tightness: 5 ACH50 (Adjusted Infiltration: 0.74 ACH50) Ventilation: 50 CFM • 38.2 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceilina: Adiabatic, R-13 Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: Framed Floor: R-13

## Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: LZgW7jRd

## **HERS® Index Score:**

**55** 

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

## **Annual Savings**

\$953

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.8	\$137
Cooling	2.1	\$71
Hot Water	5.4	\$184
Lights/Appliances	12.5	\$421
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	25.8	\$1,041

# 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: 2br-8 Community: N/A Conditioned Floor Area: 997 ft<sup>2</sup> Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.99 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

### **Rating Completed by:**

**Energy Rater:** Stacey Smith RESNET ID: 2279319

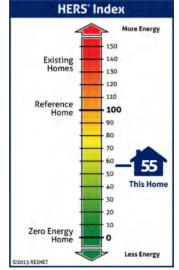
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220







Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: Le6w31Od

### **HERS® Index Score:**

**59** 

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

## **Annual Savings**

\$1,092
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	10.3	\$258
Cooling	3.0	\$100
Hot Water	7.0	\$233
Lights/Appliances	14.4	\$483
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	34.6	\$1,302

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

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

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



Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.60 ACH50)
Ventilation: 50 CFM • 36.2 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Leakage to Outside. 4 Crivi25 / 100 It

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-19

## Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

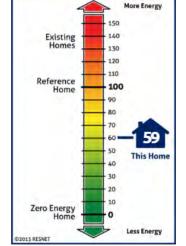
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



HERS Index



Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: dY7kqrb2

## **HERS® Index Score:**

**58** 

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

## **Annual Savings**

\$973

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.0	\$205
Cooling	2.7	\$90
Hot Water	5.4	\$184
Lights/Appliances	12.4	\$420
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	28.6	\$1,126

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

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

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



Community: N/A
Conditioned Floor Area: 997 ft²
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.48 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Ventilation: 40 CFM • 30.6 Watts • St ge to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Vaulted Roof, R-31
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

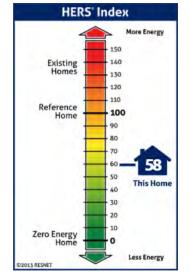
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

5.5





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: L9MBm4xL

## **HERS® Index Score:**

56

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

## **Annual Savings**

\$896

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

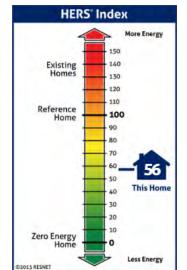
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.8	\$112
Cooling	1.9	\$65
Hot Water	5.5	\$187
Lights/Appliances	12.4	\$417
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	24.7	\$1,009

# 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: 2br-9 Community: N/A Conditioned Floor Area: 970 ft<sup>2</sup> Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.61 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31
Foundation Walls: N/A

Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: L0VA9bpv

## **HERS® Index Score:**

57

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

## **Annual Savings**

\$843

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.5	\$105
Cooling	2.1	\$71
Hot Water	5.4	\$181
Lights/Appliances	11.8	\$398
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	23.8	\$984

# 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: 2br-14

Model: 2br-14
Community: N/A
Conditioned Floor Area: 845 ft<sup>2</sup>
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.71 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

## Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

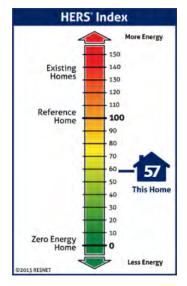
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220







**Projected Report** Based on Plans

Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: 25YarMy2

## **HERS® Index Score:**

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

## **Annual Savings**

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

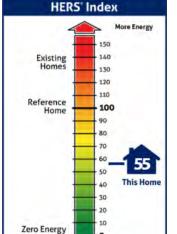
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.8	\$115
Cooling	1.2	\$41
Hot Water	3.9	\$132
Lights/Appliances	9.6	\$324
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	19.5	\$839

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

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

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



Less Energy

Home Type: Apartment, end unit

Model: 1br-1/jr Community: N/A Conditioned Floor Area: 553 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF House Tightness: 5 ACH50 (Adjusted Infiltration: 2.49 ACH50) Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

> Above Grade Walls: R-29

> > Ceilina: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: Framed Floor: R-19

#### Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



02013 RESNET

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: L0VA9GXv

## **HERS® Index Score:**

**58** 

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

# **Annual Savings**

\$896

Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.6	\$160
Cooling	1.8	\$60
Hot Water	5.8	\$196
Lights/Appliances	12.5	\$423
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	26.7	\$1,067

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

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

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



Community: N/A
Conditioned Floor Area: 1,013 ft²

Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.05 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Apartment, inside unit

2br-5a

Ventilation: 40 CFM • 30.6 Wat

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-19

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

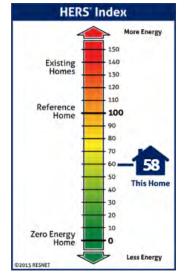
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

55





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vpOb8wld

## **HERS® Index Score:**

54

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

## **Annual Savings**

\$1,032
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

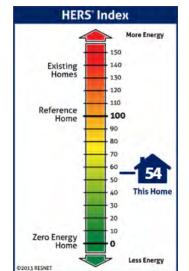
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.2	\$179
Cooling	2.2	\$74
Hot Water	5.3	\$179
Lights/Appliances	12.6	\$426
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	27.4	\$1,086

# 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: 2br-7 Community: N/A Conditioned Floor Area: 1,028 ft<sup>2</sup> Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 1.49 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

t Leakage to Outside: 4 CFM25 / 100 ft

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: LA5NX6VL

## **HERS® Index Score:**

**59** 

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

## **Annual Savings**

\$941

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

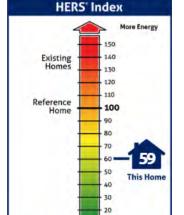
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.3	\$184
Cooling	2.6	\$89
Hot Water	5.8	\$195
Lights/Appliances	12.7	\$428
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	28.4	\$1,123

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

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

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



Less Energy

Home Type: Apartment, inside unit

Model: 2br-5b Community: N/A Conditioned Floor Area: 1,048 ft<sup>2</sup> Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.16 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Leakage to Outside: 4 CFM25 / 100 ft

Above Grade Walls: R-29

Ceiling: Vaulted Roof, R-31
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



Zero Energy

D2013 RESNET

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vg0bPEm2

## **HERS® Index Score:**

56

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

## **Annual Savings**

\$1,071
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

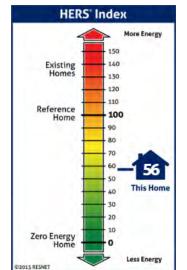
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	9.4	\$244
Cooling	2.7	\$91
Hot Water	5.3	\$178
Lights/Appliances	12.5	\$422
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	30.0	\$1,164

# 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: 2br-7
Community: N/A
Conditioned Floor Area: 1,028 ft<sup>2</sup>
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 3.05 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Vaulted Roof, R-31
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vwYZWGaL

## **HERS® Index Score:**

56

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

# **Annual Savings**

\$923

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

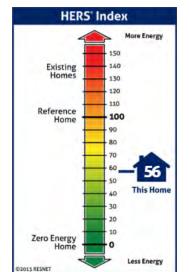
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.0	\$119
Cooling	2.0	\$68
Hot Water	5.8	\$195
Lights/Appliances	12.8	\$432
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	25.6	\$1,042

# 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: 2br-5
Community: N/A
Conditioned Floor Area: 1,066 ft<sup>2</sup>
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.56 ACH50)

Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220





**Projected Report** Based on Plans

Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: LO3Zky8L

## **HERS® Index Score:**

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

## **Annual Savings**

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.9	\$199
Cooling	1.8	\$62
Hot Water	5.4	\$183
Lights/Appliances	13.0	\$438
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	28.2	\$1,110

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

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

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



Air Source Heat Pump • Electric • 7.8 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF House Tightness: 5 ACH50 (Adjusted Infiltration: 2.56 ACH50) Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceilina:

Adiabatic, R-13 Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: Framed Floor: R-19

## Rating Completed by:

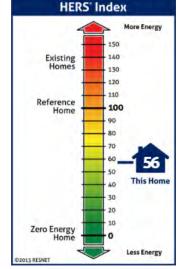
Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vyJBWr52

## **HERS® Index Score:**

**58** 

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

# **Annual Savings**

\$916

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

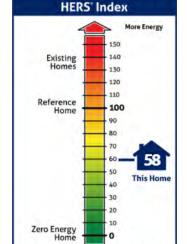
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.8	\$168
Cooling	1.8	\$62
Hot Water	5.7	\$192
Lights/Appliances	12.8	\$431
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	27.1	\$1,080

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

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

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



Less Energy

Home Type: Apartment, inside unit

Model: 2br-5
Community: N/A
Conditioned Floor Area: 1,066 ft<sup>2</sup>
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.07 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-19

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



02013 RESNET

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: dmajnqgd

## **HERS® Index Score:**

**57** 

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

## **Annual Savings**

\$877

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

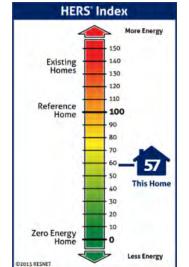
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.2	\$123
Cooling	2.1	\$71
Hot Water	5.8	\$196
Lights/Appliances	12.3	\$415
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	25.4	\$1,033

# 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: 2br-4 Community: N/A Conditioned Floor Area: 958 ft<sup>2</sup> Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
5 ACH50 (Adjusted Infiltration: 0.70 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vjjx4w9v

## **HERS® Index Score:**

54

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

## **Annual Savings**

\$1,061
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

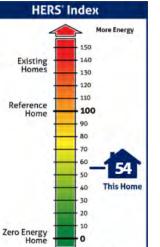
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.2	\$124
Cooling	2.1	\$70
Hot Water	5.6	\$190
Lights/Appliances	14.1	\$477
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	27.0	\$1,089

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

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

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



Less Energy

Home Type: Apartment, end unit

Model: 2br+d-1
Community: N/A
Conditioned Floor Area: 1,360 ft<sup>2</sup>
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.46 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A
Framed Floor: R-13

**Rating Completed by:** 

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



D2013 RESNET

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vDKyojjd

## **HERS® Index Score:**

**58** 

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

# **Annual Savings**

\$884

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

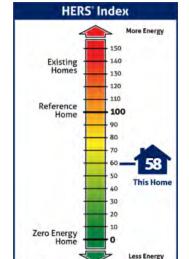
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	6.7	\$164
Cooling	1.8	\$61
Hot Water	5.7	\$194
Lights/Appliances	12.3	\$414
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	26.5	\$1,061

# 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: 2br-4 Community: N/A Conditioned Floor Area: 958 ft<sup>2</sup> Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.21 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-19

#### **Rating Completed by:**

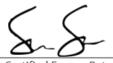
Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220







02013 RESNET

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: Lz1GWaB2

## **HERS® Index Score:**

57

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

## **Annual Savings**

\$1,034
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

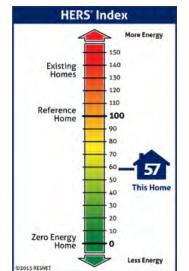
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	8.3	\$214
Cooling	2.7	\$91
Hot Water	5.5	\$185
Lights/Appliances	13.0	\$438
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	29.5	\$1,156

# 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: 2br+d-2 Community: N/A Conditioned Floor Area: 1,118 ft<sup>2</sup> Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.55 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Vaulted Roof, R-31
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: 2lm3gPBL

## **HERS® Index Score:**

54

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

## **Annual Savings**

\$1,016
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

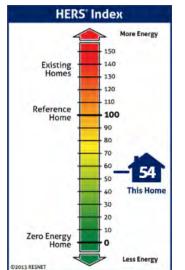
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.8	\$139
Cooling	2.1	\$70
Hot Water	5.5	\$185
Lights/Appliances	13.0	\$440
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	26.4	\$1,062

# 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: 2br+d-2 Community: N/A Conditioned Floor Area: 1,118 ft<sup>2</sup> Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.97 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

-----

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220





**Projected Report** Based on Plans

Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: LO3Zk1EL

## **HERS® Index Score:**

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

## **Annual Savings**

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

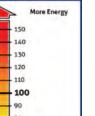
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.1	\$129
Cooling	1.9	\$65
Hot Water	4.0	\$135
Lights/Appliances	10.3	\$348
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	21.3	\$905

### 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: 1br-5 Community: N/A Conditioned Floor Area: 709 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF House Tightness: 5 ACH50 (Adjusted Infiltration: 2.14 ACH50) Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

> Above Grade Walls: R-29

> > Vaulted Roof, R-41 Ceilina: Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: Framed Floor: R-13

#### Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

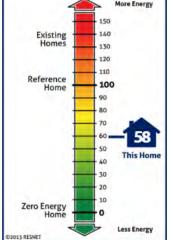
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



HERS Index



Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: 2rVYWr42

### **HERS® Index Score:**

56

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

## **Annual Savings**

\$761

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.8	\$146
Cooling	1.4	\$48
Hot Water	4.0	\$134
Lights/Appliances	10.0	\$338
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	21.2	\$894

# 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: 1br-7
Community: N/A
Conditioned Floor Area: 650 ft²
Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.65 ACH50)
Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

ict Leakage to Outside: 4 CFM25 / 100 ft

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-19

#### **Rating Completed by:**

**Energy Rater:** Stacey Smith RESNET ID: 2279319

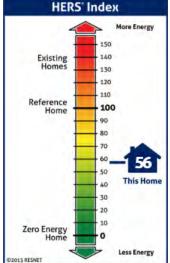
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220







Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: L9MBmxrL

## **HERS® Index Score:**

57

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

## **Annual Savings**

\$1,080
\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

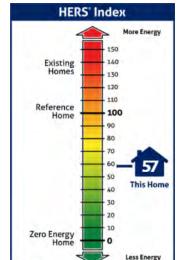
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.6	\$196
Cooling	2.8	\$94
Hot Water	5.6	\$190
Lights/Appliances	14.1	\$475
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	30.1	\$1,182

# 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: 2br+d-1
Community: N/A
Conditioned Floor Area: 1,360 ft<sup>2</sup>
Number of Bedrooms: 2

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 2.00 ACH50)
Ventilation: 40 CFM • 30.6 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Vaulted Roof, R-31
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



D2013 RESNET

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: 25YarxW2

## **HERS® Index Score:**

56

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

## **Annual Savings**

\$702

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.4	\$80
Cooling	1.4	\$48
Hot Water	3.9	\$131
Lights/Appliances	10.2	\$344
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	18.9	\$831

# 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: 1br-5c Community: N/A Conditioned Floor Area: 679 ft<sup>2</sup> Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.56 ACH50)
Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

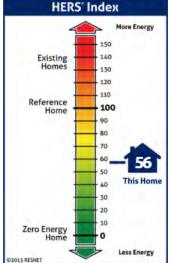
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220







Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vDKyo6Od

## **HERS® Index Score:**

57

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

## **Annual Savings**

\$700

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

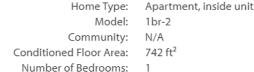
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.9	\$70
Cooling	1.4	\$47
Hot Water	4.6	\$155
Lights/Appliances	10.5	\$354
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	19.3	\$853

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

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

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



Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.36 ACH50)

Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-31

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

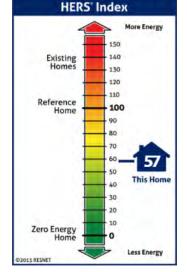
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

55





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vjjx4E4v

## **HERS® Index Score:**

56

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

## **Annual Savings**

\$723

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.8	\$92
Cooling	1.6	\$54
Hot Water	4.0	\$135
Lights/Appliances	10.3	\$349
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	19.7	\$857

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

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

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



Model: 1br-5
Community: N/A
Conditioned Floor Area: 709 ft<sup>2</sup>
Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.75 ACH50)

Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

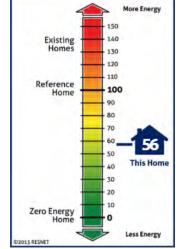
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



HERS Index



**Projected Report** Based on Plans

Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: dNBx4Xrd

## **HERS® Index Score:**

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

# **Annual Savings**

Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.9	\$67
Cooling	1.3	\$45
Hot Water	4.6	\$155
Lights/Appliances	10.5	\$354
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	19.3	\$849

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

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

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



Primary Heating System: Custom • Natural Gas • 81 AFUE

Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF House Tightness: 5 ACH50 (Adjusted Infiltration: 0.33 ACH50) 30 CFM • 22.9 Watts • Supply Only

Ventilation:

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

> Ceilina: Adiabatic, R-13 Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: Framed Floor: R-13

#### Rating Completed by:

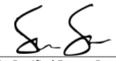
Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



HERS Index

Existing

Reference

140

130

120

100

90

More Energy



**Projected Report** Based on Plans

Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: 26r49er2

## **HERS® Index Score:**

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

## **Annual Savings**

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

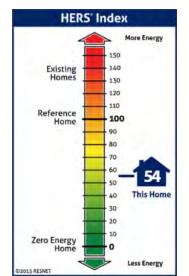
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.1	\$75
Cooling	1.4	\$49
Hot Water	3.9	\$131
Lights/Appliances	10.5	\$355
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	18.9	\$837

### 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: 1br-3 Community: N/A Conditioned Floor Area: 747 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF House Tightness: 5 ACH50 (Adjusted Infiltration: 0.55 ACH50) Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

> Above Grade Walls: R-29

> > Ceilina: Adiabatic, R-31

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: Framed Floor: R-13

#### Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220







Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: LZgW700d

## **HERS® Index Score:**

54

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

## **Annual Savings**

\$736

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.0	\$71
Cooling	1.4	\$47
Hot Water	3.9	\$131
Lights/Appliances	10.5	\$355
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	18.8	\$831

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

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

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



Primary Heating System: Custom • Natural Gas • 81 AFUE

Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.49 ACH50)
Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

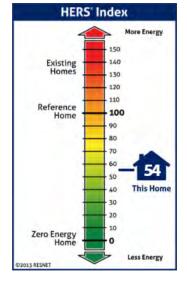
1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: LXEXep0d

## **HERS® Index Score:**

56

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

## **Annual Savings**

\$742

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.2	\$102
Cooling	1.2	\$41
Hot Water	3.9	\$131
Lights/Appliances	10.5	\$353
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	19.8	\$855

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

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

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



Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 1.84 ACH50)
Ventilation: 30 CFM • 22.9 Watts • Supply Only

Apartment, inside unit

1br+d-1

N/A

739 ft<sup>2</sup>

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13

Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-19

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

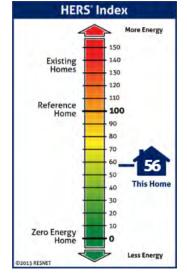
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220







**Projected Report** Based on Plans

Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vobGzRXd

## **HERS® Index Score:**

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

## **Annual Savings**

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

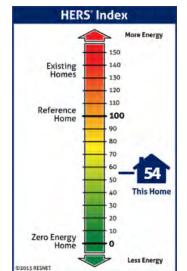
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.9	\$94
Cooling	1.4	\$47
Hot Water	3.9	\$133
Lights/Appliances	9.6	\$325
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	18.9	\$826

### 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: 1br-1/jr Community: N/A Conditioned Floor Area: 553 ft<sup>2</sup> Number of Bedrooms:

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2 Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2 Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF House Tightness: 5 ACH50 (Adjusted Infiltration: 1.26 ACH50) Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceilina:

Adiabatic, R-31 Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: Framed Floor: R-13

#### Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220





Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: LbpYJ0Nv

## **HERS® Index Score:**

**55** 

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

## **Annual Savings**

\$727

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.0	\$71
Cooling	1.4	\$47
Hot Water	4.0	\$136
Lights/Appliances	10.5	\$353
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	18.9	\$835

# 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: 1br+d-1
Community: N/A
Conditioned Floor Area: 739 ft<sup>2</sup>
Number of Bedrooms: 1

Primary Heating System: Custom • Natural Gas • 81 AFUE

Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2

Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF

House Tightness: 5 ACH50 (Adjusted Infiltration: 0.46 ACH50)

Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

......

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



HERS Index

Existing

Reference

Zero Energy

D2013 RESNET

140

130

120

100

90

80

This Home

Less Energy

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: vg0bPkX2

## **HERS® Index Score:**

54

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

## **Annual Savings**

\$766

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

**Builder:** AHDC Glebe Mount Vernon, LLC

### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.5	\$61
Cooling	1.3	\$45
Hot Water	4.1	\$137
Lights/Appliances	10.9	\$368
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	18.8	\$839

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

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

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



Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 4.8 ACH50 (Adjusted Infiltration: 0.25 ACH50)

Ventilation: 30 CFM • 21.7 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Above Grade Walls: R-29

Ceiling: Adiabatic, R-31
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

## Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

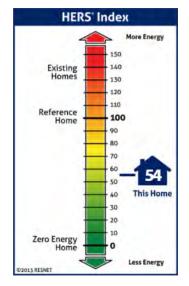
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220







Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: dWPkAx4v

## **HERS® Index Score:**

54

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

## **Annual Savings**

\$691

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

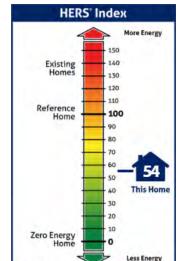
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	3.6	\$84
Cooling	1.3	\$44
Hot Water	3.9	\$133
Lights/Appliances	9.6	\$325
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	18.5	\$814

# 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: 1br-1/jr Community: N/A Conditioned Floor Area: 553 ft<sup>2</sup> Number of Bedrooms: 1

Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 1.14 ACH50)
Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

Leakage to Outside. 4 Crivi25 / 100

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

#### **Rating Completed by:**

Energy Rater: Stacey Smith RESNET ID: 2279319

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Stacey Smith, Certified Energy Rater Digitally signed: 1/12/24 at 2:46 PM



D2013 RESNET

Projected Report Based on Plans Rating Date: 2023-06-08

Registry ID:

Ekotrope ID: L7aG9okv

## **HERS® Index Score:**

**54** 

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

## **Annual Savings**

\$739

\*Relative to an average U.S. home

#### Home:

Alexandria, VA 22305

Builder: AHDC Glebe Mount Vernon, LLC

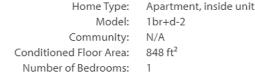
### Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	2.4	\$57
Cooling	1.2	\$42
Hot Water	4.1	\$137
Lights/Appliances	11.0	\$370
Service Charges		\$228
Generation (e.g. Solar)	0.0	\$0
Total:	18.7	\$834

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

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

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



Primary Heating System: Custom • Natural Gas • 81 AFUE

Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating: Residential Water Heater • Electric • 0.93 UEF
House Tightness: 5 ACH50 (Adjusted Infiltration: 0.23 ACH50)
Ventilation: 30 CFM • 22.9 Watts • Supply Only

Duct Leakage to Outside: 4 CFM25 / 100 ft<sup>2</sup>

ouci Leakage to Outside. 4 Crivi25 / 100 It

Above Grade Walls: R-29

Ceiling: Adiabatic, R-13
Window Type: U-Value: 0.3, SHGC: 0.31

Foundation Walls: N/A Framed Floor: R-13

## Rating Completed by:

Energy Rater: Stacey Smith RESNET ID: 2279319

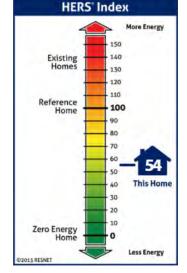
Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

55





# Tab G:

Zoning Certification Letter (MANDATORY)



Alexandriava.gov

#### DEPARTMENT OF PLANNING AND ZONING

Phone 703.746.4666

**DATE:** 01/17/24

301 King Street, Room 2100 P.O. Box 178

TO:

Virginia Housing

601 South Belvidere Street Richmond, Virginia 23220

RE:

ZONING CERTIFICATION

Name of Development:

Alexandria GMV 4A

Name of Owner/Applicant:

Alexandria GMV 4A, LLC

Name of Seller/Current Owner: AHDC Glebe Mt. Vernon, LLC

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely 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 points available under VHDA's Qualified Allocation Plan for housing tax credits.

#### **DEVELOPMENT DESCRIPTION:**

Development Addre	ss:					
221 W. Glebe Rd. 3606 M	ount Verno	n Ave.				
Alexandria, VA 22305						
Legal Description:						
See Attachment						
		-				
	-					
<del></del>						
Proposed Improvement	onts:					
Proposed Improvement	31115.		9			
New Construction:	130	# Units	1	# Buildings	157,500	Total Floor Area Sq. Ft.
Adaptive Reuse:		# Units		# Buildings		Total Floor Area Sq. Ft.
Rehabilitation:		# Units		# Buildings		Total Floor Area Sq. Ft.
		<i>n</i> 011113	-	, " bollanigs		101011100171100109.11.

#### Zoning Certification, cont'd

NA	nt Zoning: Coordinated Development District (CDD) #12 allowing a density of units per acre, and the following other applicable conditions:
	Descriptive Information: achment
LOCA	L CERTIFICATION:
Chec	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.
X	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 KARL W. MORITZ
	Printed Name
	Director, Department of Planning and Zoning  Title of Local Official or Civil Engineer
	(703) 746-3804 Phone:
	01/17/2024
	Date:

#### NOTES TO LOCALITY:

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

#### Tab G Attachment

Virginia Housing Tracking Number: 2024-TEB-28

Development Name: Alexandria GMV 4A Name of Owner/Applicant: Alexandria GMV 4A, LLC

#### **Legal Description:**

#### 221 W. Glebe Rd., Alexandria, VA 22305:

PARCEL 1: ALL THAT certain lot or parcel of land lying and being situate in the City of Alexandria, Virginia more particularly described as follows:

Beginning at a point in the northerly line of Glebe Road (West), said point being South 49" 59' 29" East 234.83 feet from the point of curve of a twenty foot radius curve at the easterly right of way line of Russell Road, and being common to the most southerly corner of St. Rita's Catholic Church and the most westerly corner of former Lot 500 of redivision of Lot 40, McPherson Subdivision (Deed Book 493, Page 122), said point now being the most westerly corner of Lot 602 of the aforesaid McPherson Subdivision; and running thence with the northwesterly line of aforesaid Lot 602 and St. Rita's Catholic Church, North 40' 00" 01" East 206.19 feet to a point, said point being the most northerly corner of aforesaid Lot 602 and also being in the lands of aforesaid St. Rita's Catholic Church; thence with the northeasterly line of aforesaid Lot 602, said line being common with the lands of aforesaid St. Rita's Catholic Church and in part common with the southwesterly right of way line of a public alley and the rear line of Lots 1, 2 and 3 of aforesaid McPherson Subdivision, South 58" 55' 40" East 242.30 feet of an angle point in the line of aforesaid Lot 1, McPherson Subdivision; thence South 69" 53' 10" East 41.30 feet to an angle point in aforesaid Lot 1, McPherson Subdivision; thence with the line of Lot 602 and aforesaid Lot 1, South 81" 50' 10" East 45.25 feet to a point in the most westerly right of way line of Mt. Vernon Avenue, said point being the common corner of Lot 602 and aforesaid Lot 1, McPherson Subdivision; thence with the westerly right of way line of Mt. Vernon Avenue, South 17" 52' 30" East 15.34 feet to a point, said point being the most northerly corner of the lands conveyed by John Barton Phillips, Special Commissioner of Sale, to Safeway Stores, Incorporated, by deed dated October 17, 1963 and recorded in Deed Book 587, Page 444 (said lands formerly being of the Estate of Edmund J. Dwyer); thence continuing with the westerly right of way line of Mt. Vernon Avenue, South 17" 52' 30" East 56.06 feet to a point; thence with and binding on the line of the lands of aforesaid Safeway Stores, Incorporated (formerly Edmund J. Dwyer), South 24" 34" 00" West 283.19 feet to a point in the most northeasterly right of way line of Glebe Road; thence with aforesaid right of way line of Glebe Road along the arc of a curve deflecting to the right a distance of 19.03 feet to a point, said curve having a radius of 288.31 feet and a long chord bearing of North 46" 12" 15" West and arc distance of 19.03 feet; thence continuing with the most northeasterly right of way line of Glebe Road, North 44" 18' 48" West 88.38 feet to a point, said point being a common corner to aforesaid lands of Safeway Stores, Incorporated, and Lot 602, McPherson Subdivision; thence with the aforesaid northeasterly right of way line of Glebe Road, North 44" 03" 06" West 36.68 feet to a point; thence continuing with the northeasterly right of way line of Glebe Road along the arc of a curve deflecting to the left a distance of 300.10 feet, said curve having a radius of 2894.79 feet and a long chord bearing of North 47" 01' 18" West and a distance

of 299.96 feet, to a point; thence continuing with the northeasterly right of way line of Glebe Road, North 49' 59' 29" West 10.43 feet to the place of beginning, and containing 102,993 square feet of land, more or less.

#### 3606 Mt. Vernon Ave., Alexandria, VA 22305:

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

Lot 1 of a plan of lots known as McPherson's subdivision, Hume Spring, as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549 among the land records of Arlington County, now annexed within the extended boundary limits of the City of Alexandria, Virginia. [City of Alex tax parcel 015.01 – 04 – 06]

#### **Current Zoning:**

Current Zoning: <u>CDD #12</u> allowing a density of <u>N/A</u> units per acre, and the following other applicable conditions: <u>allows up to 3.0 gross floor area with SUP. Up to an additional 0.9 in FAR permitted in exchange for the provision of low to moderate income housing, as <u>per Section 7-700 of the City's Zoning</u></u>

#### Other Descriptive Information:

A mixed use, neighborhood center that provides community-serving retail and other uses, including catering facilities, continuum of care facilities, nursing home, office and live/work or residential uses a retail anchor and supporting retail, office and live/work or residential uses with public and private parking. A minimum of 10 percent of the total number of residential units shall be affordable units.

## Tab H:

Attorney's Opinion (MANDATORY)

101 Arch Street 1325 G Street NW Suite 1101 Suite 770

Boston, MA 02110 Washington, DC 20005
T 617.224.0600 T 202.926.3400
F 617.224.0601 F 202.926.3401



January 25, 2024

Virginia Housing 601 South Belvidere Street Richmond, Virginia 23220

2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt RE: bonds)

Name of Development: Alexandria GMV 4A Name of Owner: Alexandria GMV 4A, LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated January 25, 2024 (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

- 1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in the Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
- 2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.



- 3. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
- 4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
- 5. The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
- 6. 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 the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Klein Hornig LLP

By: Let T. Horma

Its: Partner

## Attorney's Opinion Letter

#### **General Instructions**

- 1.This Opinion **must** be included with application.
- 2. This Opinion **must** be submitted under law firm's letterhead.

## Klein Hornig LLP

3. The executed Opinion submitted as part of the application must be accompanied by a blackline showing that no changes have been made to this form beyond those necessary to complete it (e.g. filling in blanks, selecting bracketed language as appropriate). January 25, 2024 4.If circumstances unique to a particular application require modification of this form, any such modification must be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this executed Opinion as part of the application.

5.Be aware that
there is a 9%
version and a Tax
Exempt version.
Failure to utilize the
correct form or to
abide by the
KH 112297/structions above

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

#### **Date**

<del>To</del>-

Virginia Housing 601 South Belvidere Street Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request (30% present value credits to be paired with tax-exempt bonds)

Name of Development: Alexandria GMV 4A
Name of Owner: Alexandria GMV 4A,
LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated <u>January 25, 2024</u> (of which this opinion is a part) (the "Application") submitted to you for the purpose of requesting, in connection with the

captioned Development, a reservation of low-income housing tax credits ("Credits") available under Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the "Regulations").

Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy of the factual representations set forth in the Application, the undersigned is of the opinion that:

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

2.[Select One]

2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3.[Select one]



3. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

OR

The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will

#### pay rents in excess of what is dictated by the Code and Regulations.

- 4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
- 5. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low- income housing.
- 6. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.
- 7.[Delete if inapplicable] It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.
- 8.[Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Firm Name By

Klein Hornig LLP

By: Erik T. Alfriman Its:

Partner

Document comparison by Workshare Compare on Thursday, January 25, 2024 10:43:49 AM

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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	37
Moved from	0
Moved to	0
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Format changes	0

Total changes	54
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## Tab I:

## Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

#### **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 lowincome 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.

I. General Information		
ı. Name of development		
Name of owner/applicant		
c. Name of nonprofit entity		
d. Address of principal place of business of nonprofit entity		
Indicate funding sources and amount used to pay for office space		
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)		
Evidenced by the following documentation		
g. Date of IRS 501(c)(3) or 501(c)(4) determination letter (must be prior to application deadline and copy must be attached)		
n. Describe exempt purposes (must include the fostering of low-income housing in its articles		
of incorporation)		
. Expected life (in years) of nonprofit		

Explain the anticipated future activities of the nonprofit over the next five years:
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.)?
Does the nonprofit share staff with any other entity besides a related nonprofit described above?
How many volunteers does the nonprofit and, if applicable, any related nonprofit have?
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.
List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses

2. Nonprofit Formation	
a. Explain in detail the genesis of the formation of the nonprofit:	
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	

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.)		
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.		
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		
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?		
	(ii) Will the nonprofit be the managing member or own more than 50% of the		
	general partnership interest? 🗆 YES 🗆 NO		

	ill the nonprofit have the option or right of first refusal to purchase the proposed development		
	the end of the compliance period for a price not to exceed the outstanding debt and exit taxes the for-profit entity? $\ \square$ YES $\ \square$ NO		
	res, where in the partnership/operating agreement is this provision specifically referenced?		
 □ F	Recordable agreement attached to the Tax Credit Application as TAB V?		
If n	o at the end of the compliance period explain how the disposition of the assets will be structured:		
_			
cor	the nonprofit materially participating (regular, continuous, and substantial participation) in the instruction or rehabilitation and operation or management of the proposed Development?  YES   NO If yes,		
	Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation 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):		
	Will the nonprofit invest in its overall interaction with the development more than 500 hours		
(111)	annually to this venture? $\square$ YES $\square$ NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :		

	xplain 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?		
	ist all general partners/managing members of the Owner of the Development (one must be the conprofit) and the relative percentages of their interests:		
-			
•	f 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.		
-			
á	s a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development?   The proposed development in the construction or rehabilitation and operation or management of the proposed development.		
-			
-			
	(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?		

/ill the nonprofit or the Owner (as identified in the application) pay a joint venture partner or		
consultant fee for providing development services? $\ \square$ YES $\ \square$ NO $\ $ If yes, explain the		
amount and source of the funds for such payments.		
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.		
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?		
$\square$ YES $\square$ NO If yes, explain:		
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:		

directors or other p directly or indirectl on a for-profit basis	ess or personal (including family) relationships that any of the staff members, principals involved in the formation or operation of the non- profit have, either by, with any persons or entities involved or to be involved in the Development is including, but not limited to the Owner of the Development, any of its forners, employees, limited partners or any other parties directly or indirectly ner:
role and operation,	olving any local, community based nonprofit organizations in the development, or provision of services for the development?   U YES   NO If yes, cluding the compensation for the other nonprofits amount and timing of such
☐ YES ☐ NO	te Corporation Commission authorized the nonprofit to do business in Virginia?
b. Define the nonprofi	t's geographic target area or population to be served:
where the proposed management, or fac	or, if applicable, related nonprofit have experience serving the community development is located (including advocacy, organizing, development, cilitation, but not limited to housing initiatives)?   NO nature, extent and duration of any service:

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? $\ \square$ YES $\ \square$ NO $\ $ If yes, explain			
	-		
	_		
	_		
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			
Does the nonprofit have demonstrated support (preferably financial) from established			
organizations, institutions, businesses and individuals in the target community?			
$\square$ YES $\square$ NO If yes, explain:			
	_		
	-		
	_		
	_		
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:			
	_		
	_		
Are at least 33% of the members of the board of directors representatives of the community			
being served? $\square$ YES $\square$ NO If yes,			
(i) Low-income residents of the community?   YES   NO			
(ii) Elected representatives of low-income neighborhood organizations?   YES  NO			
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			

. Does the board of directors hold regular meetings which are well attended and accessible to the		
target community? $\ \square$ YES $\ \square$ NO $\ $ If yes, explain the meeting schedule:		
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	<u> </u>	
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	hae h	
operating expenses?   YES   NO If yes, explain in detail:	a arra	
operating expenses:   123   NO IT yes, explain in detail.		
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	a?	
☐ YES ☐ NO If yes, explain:		
n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in wh	ich it	
acted as a joint venture partner with a for-profit entity? $\;\;\square$ YES $\;\;\square$ 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, t		
name and principals of the management entity, the result of the application, and the currer		
status of the development(s).		
status of the development(s).		

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?			
If yes, note each such development including the name and location, the date of the application	ation.		
the result of the application, and the current status of the development(s).			
p. To the best of your knowledge, has this development, or a similar development on the same ever received tax credits before? $\Box$ YES $\Box$ NO If yes, explain:	site,		
q. Has the nonprofit been an owner or applicant for a development that has received a reservat a previous application round from the Virginia Housing Partnership or the Virginia Housing F			
□ YES □ NO If yes, explain:			
r. Has the nonprofit completed a community needs assessment that is no more than three year 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 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:	for		

#### 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 1124 12074
Owner/Applicant Alexandria GMV 4A, LLC
By Jonathan D. Frederick
Its <u>President</u> (LEO) Title
Date 1/24 12024
Alexandria Housing Development Corporation Nonprofit
Board Chairman  Board Chairman
By Cat Dorathan D Frederick Executive Director

#### **List of LIHTC Development**

#### 1) The Station at Potomac Yard

- a) 650 Maskell St., Alexandria VA
- b) Application Date: 3/2007
- c) Project is stabilized and operating.

#### 2) <u>Trilogy Apartments</u>

- a) 631 833 Bashford Ln& 2900 Seay St. Alexandria, VA
- b) Application Date: 10/2013
- c) Project is stabilized and operating.

#### 3) Lacy Court Apartments

- a) 4-6 W. Nelson Alexandria, VA
- b) Application Date: 3/2017
- c) Project is stabilized and operating.

#### 4) The Nexus Apartments

- a) 3500 Berkley St. Alexandria, VA
- b) Project is stabilized and operating.

#### 5) The Bloom

- a) 900 N. Henry St. Alexandria, VA
- b) Application Date: 3/2017
- c) Project is stabilized and operating

#### **Team Member Roles and Responsibilities:**

#### 1) Jonathan Frederick - President and CEO

a) leads the organization, heads negotiations, and makes all Housing Alexandria and communities' executive decisions.

#### 2) Elisa Mondragon – Vice President of Operations

a) The VP of Operations oversees Housing Alexandria operations including Resident Services, Accounting, People Operations, and the 3<sup>rd</sup> party contract work.

#### 3) Aaron Remolona – Vice President, Development & Acquisitions

a) Manage and oversee organization's new construction and acquisition pipeline

#### 4) Kayla Hornbrook – Vice President of Community Relations

a) The Vice President of Community Relations ensures a positive public image for Housing Alexandria, builds community partners, and oversees the continual inflow of philanthropic funds and opportunities.

#### 5) Fang Buchanan - Controller

 The account controller is responsible for managing Corporate Accounting functions.

#### 6) Matthew Rhodes – Real Estate Development Manager

 The Real Estate Development Manager manages and oversees individual new construction and renovation projects throughout entitlement, financing, construction phase, and project closeout

#### 7) Shawnique Jackson- Resident Experience Manager

a) The Resident Experience Manager supports the resident services team by managing resident services projects with a focus on successful implementation of the Ready Stable Own programs. In addition, working alongside the property management team to enhance the overall resident experience.

#### 8) Nina Alomar – Fundraising Manager

The Fundraising Manager is responsible for overseeing all fundraising that happens at Housing Alexandria. This includes but is not limited to individual fundraising, grants, events, and campaigns.

#### 9) Isabel Sperry – Resident Services Assistant Manager

The Resident Services Assistant Manager designs programming and leads resident services events with a focus in eviction prevention initiatives.

#### 10) Briana Harris – Real Estate Development Coordinator

a) The Real Estate Development Coordinator coordinates real estate branch activities through project management duties, community representation, and data management.

#### 11) Alessandra Brolin – People Operations Associate

a) The People Operations Associate leads recruiting and onboarding, plans team building, and supports HR initiatives including benefits administration and performance evaluation.

#### 12) Michael Bengah – Accountant

a) The accountant diligently manages accounts payable, accounts receivable, and month-end reconciliation. With meticulous attention to detail, they ensure financial records are accurate and transactions are seamlessly recorded.

#### 13) Emily Orminski – Business Operations Associate

a) The Business Operations Associate manages the internal operations of the corporate office and oversees all work related to the Board of Directors.

#### 14) William Stowe - Resident Services Coordinator

a) The Resident Services Coordinator is responsible for providing programs and opportunities for our residents.

#### 15) Vaishnavi Visveswaran - Resident Services Coordinator VISTA)

a) The Resident Services Coordinator coordinates and provides support for Resident Services programs, with a focus on outreach for our upcoming Rent Ready program.

#### **Board Meeting Schedule**

Date	Event
January 29th, 2024	Board Meeting 1
February 26th, 2024	Board Meeting 2
April 22nd, 2024	Board Meeting 3
June 24th, 2024	Board Meeting 4
September 23rd, 2024	Board Meeting 5
October 28th, 2024	Annual Meeting



#### **Board Contact List**

#### 2023

- Daniel Abramson Board Chair | dapramprop@aol.com
   507 Wythe St, Alexandria, VA 22314
   W: (703) 683-1110, C: (571) 437-0417
- Christina Stacy Vice Chair | <u>CStacy@urban.org</u> 2806 Russell Rd Alexandria, VA 22305 (607) 329-1096
- Catherine Pharis Treasurer | <u>Cpharis1@gmail.com</u>
   13894 Lake Ave. Lakewood, OH. 44107
   301-873-6085
- John Corrado Secretary | johnpcorrado@gmail.com 315 Hearthstone Mews, Alexandria VA 22314 (703) 989-7851
- Joseph E. Resende | jer@franklincapitalgroup.com
   201 N. Union Street, Suite 440 Alexandria, Virginia 22314
   (W) 703-838-8700 x. 11 (C) 703-627-5218
- Alyson Miller | alysonjm@hotmail.com
   2420 S. Queen St. Arlington, VA 22202
   Cell: 406.208.6900
- Michael Caison | mcaison@comcast.net 3104 Montrose Ave, Alexandria, VA 22305 703-624-1830
- Charles Pittman | cap@franklincapitalgroup.com
   201 Union St., Suite 440, Alexandria, VA 22314
   W: 703-838-8700 x. 15 (0), C: (703) 608-7078
- Catherine White | catherinewhite900@gmail.com 1023 N Royal Street, Unit 111, Alexandria 22314 (703) 623-5318

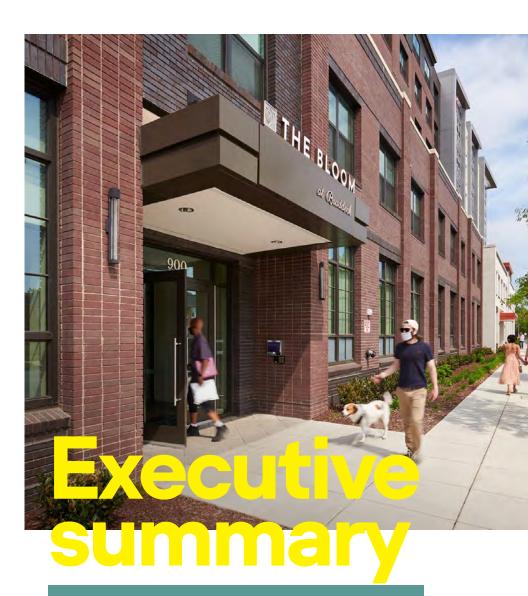




For an equitable Alexandria where all can live and have equal access to opportunity.







**BEYOND UNITS** 

Housing Alexandria **Strategic Plan 2021-26** 



"Beyond Units," Housing Alexandria is embracing a new identity as a "community developer." We are committed to going beyond increasing unit counts to working to create spaces that incorporate housing and services/resources that matter to our residents and our city. Such spaces enhance the lives of residents and the surrounding neighborhood.

This plan is built on a commitment to advancing racial equity in Alexandria. We believe our development work cannot be done effectively without centering racial equity as an organizational value. Our community cannot correct historic inequities without discussing how housing policies created those inequities and how housing can work to solve them today and in the future.

The following strategic plan presents five priority areas for organizational growth within the next five years:

**PRIORITY A: GROW ORGANIZATIONAL CAPACITY** 

**PRIORITY B:** PURSUE COMMUNITY-ORIENTED REAL ESTATE DEVELOPMENT

**PRIORITY C:** IMPROVE LEVEL OF SERVICE TO RESIDENTS AND IMPROVE PROPERTY OPERATIONS

PRIORITY D: INVEST IN OUR PUBLIC ENGAGEMENT

**PRIORITY E: INVEST IN FUNDRAISING CAPACITY** 

# **Our Mission**

#### Vision

We envision an equitable Alexandria where all can live and have equal access to opportunity.

#### **Mission**

We are a non-profit community developer committed to creating and preserving quality affordable housing and community-focused spaces, to empower our residents and benefit Alexandria's neighborhoods.

# **Our Values**

#### **Racial Equity**

In our country and city, lack of housing access has played a critical role in the history of racial inequity. In Alexandria, those who have faced the most discrimination and structural barriers in housing are Black, Brown, and immigrant communities. Housing Alexandria is committed to increasing our organizational capacity to address racial inequities, expanding housing access and opportunities in Alexandria, and building a more equitable and inclusive community.

#### Alexandria-Centric

Alexandria's community, history, and culture have been part of Housing Alexandria's DNA from the beginning. Housing Alexandria believes an intentional community that provides opportunity for all residents is essential to Alexandria's future success. We are still committed to working exclusively within city limits, and we prioritize engagements with our neighbors and peer organizations to create housing that responds directly to Alexandria's needs.

#### **Community Focus**

To provide housing solutions that work, Housing Alexandria believes that community focused development is key. On the front end, neighborhood input on development designs is critical to ensuring the equitable growth we want to see. On the back end, supporting resident needs through carefully constructed property operations and resident services programming is how we ensure that we continue to deliver on our mission.

#### **Partnerships**

Housing Alexandria actively seeks out partnership opportunities to advance our vision. In a highly-developed area such as Alexandria, creative partnerships to connect housing and other resources - like a fire station or a homeless shelter - helps all involved maximize our use of space. Housing Alexandria seeks out organizations that share our vision, and we will continue to explore new possibilities towards achieving that end.

#### **Entrepreneurial Thinking**

Solving housing affordability challenges with limited resources and complex needs requires entrepreneurial solutions. To make housing solutions that work for our community, Housing Alexandria embraces exploring new opportunities and taking risks when it comes to product design, property management, financial structuring, and more.

# The need

Wages are not keeping up with rental prices.

\$1,707

Fair Market Rent (FMR) for a 2-BR in Alexandria, 2020 181

Hours/week needed at minimum wage to afford 2-BR FMR

53

Hours/week needed at median renter wage to afford FMR

National Low Income Housing Coalition, "Out Of Reach" 2020

Naturally occurring affordable housing is disappearing quickly.

15,982 units

of naturally occurring affordable housing in Alexandria that was lost between the years 2000 and 2018 due to market conditions

City of Alexandria Office of Housing, 2018 2,320 units

of naturally occurring affordable housing in Alexandria are at risk due to development in Crystal City/Potomac Yard

> Northern Virginia Affordable Housing Alliance, 2020

Housing affordability challenges create and exacerbate racial inequities.

26%

of all extremely low-income renters are Black, while making up 12% of all households 21%

of all extremely low-income renters are Latinx, while making up 12% of all households

National Low Income Housing Coalition, "The Gap", 2021.

79% of Alexandrians think it is "essential" or "very important" for the community to focus on housing affordability in the next two years:

Essential (48%)

Very important (31%)

Somewhat important (16%)

Not at all important (5%)

Of Alexandrians surveyed, just 18% felt that Alexandria was doing "good" or "excellent" when it came to providing quality housing that was affordable.

In the same group only 43% thought that Alexandria was doing "good" or "excellent" when it came to providing enough housing options.

# We want solutions

# **Priority A**



Housing Alexandria staff engaging with residents, 2018

# Grow Organizational Capacity

Over the past five years, Housing Alexandria has experienced significant growth, from 183 units to 700, and from three staff members to 10. Our focus has shifted as well, from a purely development-oriented team towards a more holistic non-profit.

Housing Alexandria anticipates that this growth will continue at its substantial pace during this next strategic plan cycle The goals outlined in Priority A are designed to help us meet that need effectively and equitably for the people of Alexandria.

#### Goals

#### Produce a written racial equity strategy

Housing Alexandria is committed to advancing racial equity, internally and externally, through our work. To achieve this, an operational strategy and continued professional development plan will be necessary to measure progress and provide accountability.

#### Human resources plan

Housing Alexandria will update the Human Resources policies and procedures to reflect the culture we are working to create and to ensure the organization is able to attract and maintain an inclusive, racially diverse, and talented team.

#### Housing Alexandria office space

As Housing Alexandria's current lease expires in 2023, Housing Alexandria will explore main office space and remote/satellite working solutions that allow for growth and community connection.

#### Board of directors growth plan

This goal will implement structural changes to the board, including efforts to diversify its makeup and bring in new areas of expertise.

#### Improved financial systems

To support its growth and expanding corporate structure, Housing Alexandria will upgrade its financial reporting systems.

#### **Envisioned Outcomes**

- Improved diversity among the staff and board, and improved equity internally and externally across the organization.
- · Increased staff satisfaction and development.
- Permanent and flexible office space for Housing Alexandria's growing team.
- More accessible financial data and information.

# **Priority B**



The Bloom construction site,

# Community-Oriented Real Estate Development

Housing Alexandria's work as real estate developers remains at the core of its mission. In the next five years, though, Housing Alexandria will focus on creating truly community-serving developments that combine more housing options, supportive resources, and exciting neighborhood features into one location, while also seizing the opportunities to preserve the naturally occurring affordable housing that remains.

#### Goals

#### Produce and preserve over 1,000 units

Through this ambitious target for combined rental and ownership units, Housing Alexandria will support more residents and diversity our offerings for a wider array of households.

#### **Design Standards Guide**

Housing Alexandria will establish and implement design and development standards that prioritize the needs and preferences of residents, promote sustainability, and improve the operational and financial performance of our real estate portfolio.

#### **Community Focused Development**

We believe connecting our housing with agencies and organizations that support neighborhoods (i.e., a fire station or a health clinic) enhances the wellbeing of Housing Alexandria residents and supports the city as a whole.

#### **Envisioned Outcomes**

- Increasing numbers of low- and moderateincome households living in Alexandria.
- Deeper service delivery network in our neighborhoods.
- · High-quality, healthy units for our residents.

Priority C



Community Gardens, 2022

# Improve Properties and Services

The primary way that the community engages with Housing Alexandria's work is through our properties. Maintaining them with good financial and property management, as well as supporting the people who live within them with supportive services, is one critical way that Housing Alexandria can live into our values and grow toward our vision.

#### Goals

#### **Rent Ready Program**

This program will have three functions; support interested residents before and during the leasing process, assist current Housing Alexandria residents with emergency rental support, and help those who want it to move into homeownership options.

#### **Improved Property Operations Metrics**

The dashboard will facilitate on-demand reporting for Housing Alexandria staff, board members, investors, and partners, and allow Housing Alexandria to streamline improvements when required.

#### **Asset Management Plan**

A systematic plan will ensure our community has access to properties that are physically and financially stable long term.

#### **Property Management Company**

Efficient and effective property management will ensure both Housing Alexandria's culture and commitment to residents permeates the organization's operations.

#### **Envisioned Outcomes**

- More households will be able to succeed in the qualification process for our units.
- Housing Alexandria households will not face eviction or hardship due to an emergency
- Households who are ready will be able to embrace homeownership as an option
- · Resident satisfaction will increase

# Priority D

# Increase Public Engagement

# **Priority E**

# Invest in Fundraising

Housing Alexandria does strong work for the community, yet we are not well known and often mistaken for other similar agencies.

Improving our communications will allow us to grow and learn from our communities

Fundraising sits at the root of many of the targets that Housing Alexandria has laid out in this plan. In order to have the impact that our goals envision, we will need to increase our fundraising capacity.



Housing Alexandria staff on a podcast, 2019

#### Goals

#### Rebrand "Alexandria Housing Development Corporation"

Housing Alexandria will pursue a brand that differentiates us from our peers and helps us more clearly express our values.

#### **Increase Public Engagement**

As we grow and take on exciting projects, engaging and interacting with the community will help us build support and learn from our stakeholders.

#### **Standardize Communications Functions**

In order to plan efficiently and accommodate for growth, communications functions should move from an ad-hoc basis to a planned one, as much as is possible.

#### **Annual Fundraising Growth Goals**

Knowing precisely what our programs require to succeed will help us fundraise effectively.

#### **Fundraising Software**

Fundraising staff growth (see next goal) will require modern and tactile fundraising reporting and goal setting systems.

#### **Add Fundraising Staff**

A dedicated staff fundraiser will help Housing Alexandria rapidly increase its fundraising impact.

#### **Envisioned Outcomes**

- Precise fundraising goals will help advance all Housing Alexandria values and goals, and make use of limited staff time resources.• Increased staff satisfaction and development.
- Additional staff will expand Housing Alexandria's ability to operate as a non-profit.
- Housing Alexandria community members will be able to identify our brand and work more efficiently.
- Increased presence will yield more community advocates, resident voices, and financial support for Housing Alexandria.



1201 E. Abingdon Drive #210 Alexandria, VA, 22314

703.739.7775 | housingalexandria.org



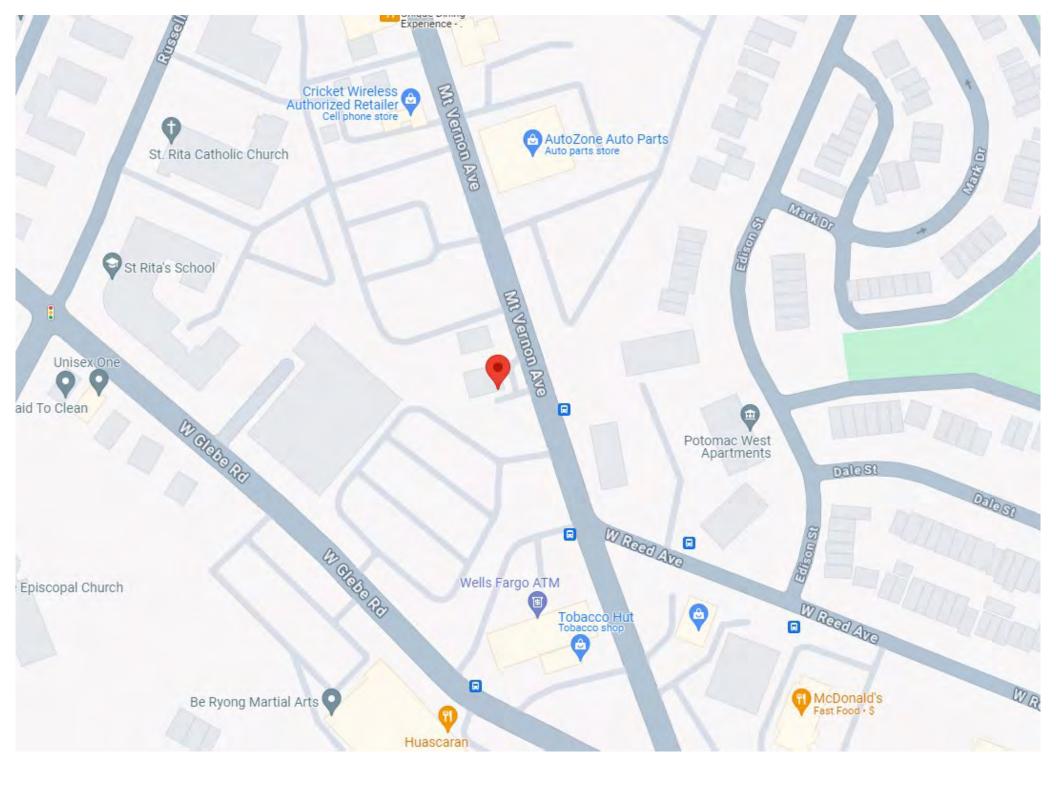
### Tab J:

Relocation Plan and Unit Delivery Schedule (MANDATORY-Rehab)

This deal does not require information behind this tab.

### Tab K:

Documentation of Development Location:



### Tab K.1

**Revitalization Area Certification** 

#### **RESOLUTION NO. 3057**

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of the Virginia of 1950, as amended, the City Council of the City of Alexandria, Virginia, desires to designate the Site which will include the proposed Alexandria Housing Development Corporation (AHDC) Mount Vernon Avenue - Glebe Road Project Site as the area (the "Area") described on Exhibit A attached hereto, as a revitalization area;

WHEREAS, the proposed Area will include a multi-phased, mixed-use development to construct approximately 475 rental and for sale units affordable to households at a range of incomes, from below 40 to 80% of the Area Median Income, thereby creating a mixed-income community within a larger neighborhood;

WHEREAS, the industrial, commercial or other economic development of such area will benefit the City but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area;

WHEREAS, private enterprise and investment are not reasonably expected, without assistance, to produce decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in such area and thereby create a desirable economic mix of residents in such area;

WHEREAS, the affordable housing proposed in this Area would not be economically feasible without the provision of federal low-income housing tax credits and significant City investment at advantageous rates and terms; and

WHEREAS, the proposed development will provide a critical source of affordable housing for current and future low-and-moderate income residents at a range of incomes whose tenancy and local employment is essential to the Area's future economic development and sustainability, as well as to the City's strategic plan goal of maintaining neighborhoods that are diverse, inclusive and true mixed-income communities;

#### **NOW, THEREFORE, BE IT HEREBY DETERMINED** as follows:

- (1) The industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and
- (2) Private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low-and-moderate income

persons and families in the Area and induce other persons and families to live within such areathereby creating a desirable economic mix of residents in the Area.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that pursuant to Section 36-55.30:2.A of the Code of Virginia 1950, as amended, the Area is hereby designated as a revitalization area.

ADOPTED:

March 8, 2022

JUSTIN MWILSON

**MAYOR** 

ATTEST:

Gloria A. Sitton, CMC City Clerk

### Tab K.2

Surveyor's Certification of Proximity to Public Transportation using Virginia Housing template



#### Surveyor's Certification of Proximity to Transportation

DATE: January 22, 2024

TO: Virginia Housing

601 South Belvidere Street Richmond, VA 23220

RE: 2023 Tax Credit Reservation Request

Name of Development: Alexandria GMV 4A
Name of Owner: Alexandria GMV 4A, LLC

#### Ladies and Gentlemen:

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

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

DAVID N. ISHERWOOD Lic. No. 3244

- [ ] 2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; or
- [X] 1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Walter L. Phillips, Inc.

Its: Survey Manager

CIVIL ENGINEERS LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS ARBORISTS

### Tab L:

PHA / Section 8 Notification Letter

#### PHA or Section 8 Notification Letter

Date									
То									
RE:	Proposed Affordable Housing Development								
	Name of Development								
	Name of Owner								
be co tax cr we wi expec	mpleted in your jurise redits from Virginia H Il give leasing prefere ted to be completed	diction. Voluments Williams Wi	Ve are in t le expect ouseholds lable for c	the proces to make a s on the lo occupancy	·				
Devel	opment Address								
Propo	osed Improvements:								
	$\square$ New Construction:		#Units		#Buildings				
	Adaptive Reuse:		#Units		#Buildings				
	$\square$ Rehabilitation:		#Units		#Buildings				
Propo	sed Rents:								
	☐ Efficiencies:	\$		/month					
	☐1 Bedroom Units:	\$		/month					
	2 Bedroom Units:	\$		/month					
	☐ 3 Bedroom Units:	\$		/month					
	☐ 4 Bedroom Units:	\$		/month					
Other	Descriptive Informa	tion:							

#### PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.
If you have any questions about the proposed development, please call me at ()
Please acknowledge receipt of this letter by signing below and returning it to me.
Sincerely yours,
Name
Title
To be completed by the Local Housing Authority or Sec 8 Administrator:
Seen and Acknowledged By
Printed Name:Martin Lucero
TitlePortfolio Manager
Phone
Date

# Tab M:

**Intentionally Blank** 

This deal does not require information behind this tab.

# Tab N:

Homeownership Plan

This deal does not require information behind this tab.

### Tab O:

Plan of Development Certification Letter



#### DEPARTMENT OF PLANNING AND ZONING

Alexandriava.gov

Plan of Development Number:

301 King Street, Room 2100 P.O. Box 178

Phone 703.746.4666

#### Plan of Development Certification

	(A)						
DATE:	1/18/2024						
TO:	Virginia Housing 601 South Belvidere Street Richmond, Virginia 23220 Attention: Stephanie Flanders						
RE:	PLAN OF DEVELOPMENT CERTIFICATION						
	Name of Development: Name of Owner/Applicant: Name of Seller/Current Owner:	Alexandria GMV 4A Alexandria GMV 4A, LLC AHDC Glebe Mt Vernon, LLC					
form letter described confirming Developm Developm Developm	r regarding the site plan of the below). This certification is rog the status of plan of development. It is understood that this letteent Authority solely for the potent.	nas asked this office to complete this proposed Development (more fully endered solely for the purpose of oment or site plan approval of the er will be used by the Virginia Housing urpose of determining whether the le under Virginia Housing's Qualified					
DEVELOPM	NENT DESCRIPTION:						
Developm	ent Address: 3600 Mount Vernon Ave. Alexandria, VA,	22305					
Legal Desc	cription: See Attached						

DSUP #2022-10012

Proposed Improver	ments:									
<ul><li>New Construction:</li><li>Adaptive Reuse:</li><li>Rehabilitation:</li></ul>	# U	Inits <u>1</u> Inits	# Buildings # Buildings # Buildings	157,500	_ Total Floor Area _ Total Floor Area _ Total Floor Area					
Other Descriptive Ir	nformation:									
\ <u>-</u>										
LOCAL CERTIFICATION	ON:				2					
Check one of the f	ollowing as	appropri	ate:							
of developm developmen	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.									
	e proposed development is an existing development with proposed novations and no additional plan of development approval is needed.									
The above plan of	developme	ent approv	al is in effec	ct until:	nuary 22, 2025					
		Ko	al W	My	to					
		Sign∉d K∂	of W. r	Moreta	2					
		Printed  Director, Depa	Name artment of Planning a	and Zoning						
		Title								
		(703) 746-380 Phone	)4							
		January 18, 20	024							
		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 a reduction of points under the scoring system. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

#### Tab O Attachment

Virginia Housing Tracking Number: 2024-TEB-28

Development Name: Alexandria GMV 4A Name of Owner/Applicant: Alexandria GMV 4A, LLC

#### **Legal Description:**

#### 221 W. Glebe Rd., Alexandria, VA 22305:

PARCEL 1: ALL THAT certain lot or parcel of land lying and being situate in the City of Alexandria, Virginia more particularly described as follows:

Beginning at a point in the northerly line of Glebe Road (West), said point being South 49" 59' 29" East 234.83 feet from the point of curve of a twenty foot radius curve at the easterly right of way line of Russell Road, and being common to the most southerly corner of St. Rita's Catholic Church and the most westerly corner of former Lot 500 of redivision of Lot 40, McPherson Subdivision (Deed Book 493, Page 122), said point now being the most westerly corner of Lot 602 of the aforesaid McPherson Subdivision; and running thence with the northwesterly line of aforesaid Lot 602 and St. Rita's Catholic Church, North 40' 00" 01" East 206.19 feet to a point, said point being the most northerly corner of aforesaid Lot 602 and also being in the lands of aforesaid St. Rita's Catholic Church; thence with the northeasterly line of aforesaid Lot 602, said line being common with the lands of aforesaid St. Rita's Catholic Church and in part common with the southwesterly right of way line of a public alley and the rear line of Lots 1, 2 and 3 of aforesaid McPherson Subdivision, South 58" 55' 40" East 242.30 feet of an angle point in the line of aforesaid Lot 1, McPherson Subdivision; thence South 69" 53' 10" East 41.30 feet to an angle point in aforesaid Lot 1, McPherson Subdivision; thence with the line of Lot 602 and aforesaid Lot 1, South 81" 50' 10" East 45.25 feet to a point in the most westerly right of way line of Mt. Vernon Avenue, said point being the common corner of Lot 602 and aforesaid Lot 1, McPherson Subdivision; thence with the westerly right of way line of Mt. Vernon Avenue, South 17" 52' 30" East 15.34 feet to a point, said point being the most northerly corner of the lands conveyed by John Barton Phillips, Special Commissioner of Sale, to Safeway Stores, Incorporated, by deed dated October 17, 1963 and recorded in Deed Book 587, Page 444 (said lands formerly being of the Estate of Edmund J. Dwyer); thence continuing with the westerly right of way line of Mt. Vernon Avenue, South 17" 52' 30" East 56.06 feet to a point; thence with and binding on the line of the lands of aforesaid Safeway Stores, Incorporated (formerly Edmund J. Dwyer), South 24" 34" 00" West 283.19 feet to a point in the most northeasterly right of way line of Glebe Road; thence with aforesaid right of way line of Glebe Road along the arc of a curve deflecting to the right a distance of 19.03 feet to a point, said curve having a radius of 288.31 feet and a long chord bearing of North 46" 12" 15" West and arc distance of 19.03 feet; thence continuing with the most northeasterly right of way line of Glebe Road, North 44" 18' 48" West 88.38 feet to a point, said point being a common corner to aforesaid lands of Safeway Stores, Incorporated, and Lot 602, McPherson Subdivision; thence with the aforesaid northeasterly right of way line of Glebe Road, North 44" 03" 06" West 36.68 feet to a point; thence continuing with the northeasterly right of way line of Glebe Road along the arc of a curve deflecting to the left a distance of 300.10 feet, said curve having a radius of 2894.79 feet and a long chord bearing of North 47" 01' 18" West and a distance

of 299.96 feet, to a point; thence continuing with the northeasterly right of way line of Glebe Road, North 49' 59' 29" West 10.43 feet to the place of beginning, and containing 102,993 square feet of land, more or less.

#### 3606 Mt. Vernon Ave., Alexandria, VA 22305:

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

Lot 1 of a plan of lots known as McPherson's subdivision, Hume Spring, as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549 among the land records of Arlington County, now annexed within the extended boundary limits of the City of Alexandria, Virginia. [City of Alex tax parcel 015.01 – 04 – 06]

### Tab P:

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

This deal does not require information behind this tab.

# Tab Q:

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

This deal does not require information behind this tab.

### Tab R:

Documentation of Utility Allowance calculation

# **ProCraft Inspection Services**

757.362.2300 • www.procraftinspections.com

**January 8, 2024** 

Re: AHDC GMV 4A, Alexandria, VA

The monthly average electric cost AHDC GMV 4A, Alexandria has been estimated to be:

\$62 for a one bedroom \$74 for a two bedroom \$85 for a three bedroom

The monthly average water and sewer costs for AHDC GMV 4A, Alexandria has been estimated to be:

\$55 for a one bedroom \$72 for a two bedroom \$87 for a three bedroom

\*Studio assumes 1 occupant, one bedroom assumes 2 occupants; two bedrooms assume 3 occupants.

Pursuant to Option 2 in the VHDA Utility Allowance Options and Procedures issued on February 12, 2009, the utilities were estimated by an unrelated RESNET professional using an energy consumption model. The estimate reflects current rates as of December 31, 2023.

Respectfully,

**Brad Brinke** 

ProCraft Inspection Services HERS Rater #7280903

**Water Fixtures Used:** 

1.28gpf toilet
1.5gpm shower head
Electric dishwasher
Electric Washing Machine

**Electric Fixtures Used:** 

Refrigerator Dishwasher Electric heat pump

Electric rates at \$.02 for the first 800 KWH and \$.012 for over 800 KWH Monthly Meter Fee \$7.00

Water Rates are a minimum charge rate of \$22 for the first 2000 gallons and .348 over 2000 gallons.





# Tab S:

Supportive House Certification and/or Resident Well Being MOU

This deal does not require information behind this tab.

# Tab T:

**Funding Documentation** 

#### VIRGINIA HOUSING DEVELOPMENT AUTHORITY

# RESERVATION OF LOW-INCOME HOUSING TAX CREDITS

THIS RESERVATION AGREEMENT made this 1st day of August, 2022, by and between ALEXANDRIA GMV 9A, LLC (the "Owner") and the VIRGINIA HOUSING DEVELOPMENT AUTHORITY ("Virginia Housing") hereby recites and provides as follows:

#### WITNESSETH:

WHEREAS, pursuant to § 42 of the Internal Revenue Code of 1986, as amended (the "Code"), the Owner has submitted to Virginia Housing an application (the "Application") for a reservation ("Reservation") of low-income housing tax credits ("Credits") from Virginia Housing's 2022 Credit Program to be allocated with respect to the building(s) comprising that certain residential rental housing development known as Alexandria GMV 9A (the "Development"), which buildings are of the type(s) more particularly described in the Application which is incorporated herein by reference; and

WHEREAS, pursuant to Internal Revenue Service ("IRS") Regulation § 1.42-1T(d)(8)(i), Virginia Housing may, prior to allocating Credits to the Owner with respect to the Development, issue to the Owner a binding commitment to make a Credit allocation; and

WHEREAS, according to IRS Notice 89-1, in order for the Owner to be entitled, should it choose to do so, to elect to fix the applicable credit percentage for the buildings of the Development not yet placed in service pursuant to § 42(b)(2)(A)(ii)(I) of the Code, such binding commitment must meet the requirements of IRS Notice 89-1 as a binding agreement; and

WHEREAS, the Owner and Virginia Housing desire that this Reservation Agreement constitute such a binding commitment.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and other good and valuable consideration, the Owner and Virginia Housing hereby agree as follows:

1. Virginia Housing agrees to reserve for allocation to each building in the Development, as more particularly described in the Application, Credits in the amount set forth with respect to such buildings; provided, however, that such Reservation and allocation ("Allocation") shall in all cases be subject to (a) all of the terms, provisions and limitations hereof (including those in Section 3 hereof relative to the amount of Credits to be allocated), (b) the Owner's timely satisfaction of all of the requirements set forth or referenced herein, (c) all applicable terms, conditions, limitations and requirements of § 42 of the Code, as amended, and any successor provisions, and all applicable regulations, pronouncements, notices and rulings relative thereto as and when issued, and (d) all applicable Rules and Regulations of Virginia Housing governing the reservation and allocation of Credits.

Furthermore, it is Virginia Housing's intention that, to the extent permitted by law, the specific amounts reserved for each building be advisory only, such that the Reservation be made in an aggregate annual amount of \$2,400,000.00 with respect to the Development as a whole, as contemplated by § 42(h)(1)(F) of the Code.

- 2. As conditions precedent to the allocation of Credits with respect to the Development, Virginia Housing must receive within the applicable time periods each of the following items in form and substance satisfactory to it (Failure to meet the deadlines below will result in a fine of \$500 per day or a loss of your reservation for extended delays):
  - a) By August 11, 2022 (except Developments with 100% non-profit ownership and any additional Developments instructed otherwise in Exhibit A of this Reservation Agreement), a non-refundable Reservation Fee in an amount equal to 7% of the annual Credit amount being reserved, in the form of a check made payable to Virginia Housing.
  - b) By August 11, 2022, this Reservation Agreement fully executed. (You may keep one of the duplicate originals for your files.)
  - c) By August 11, 2022, the original, executed Contract to Enforce Representations regarding Low-Income Housing Tax Credit Development (the "Contract") (in the form provided herewith). The terms of this Contract will, to the extent applicable, survive the Allocation of Credits, if any.
  - d) By April 27, 2023, unless already provided with the Application, evidence that the Owner has either sole fee simple ownership of the site or holds a lease of such site for a term no shorter than the period represented in the Application during which the Development (or portion thereof with respect to which Credits have been requested) shall be held for occupancy by low income persons.
  - e) By September 29, 2022, an original, completed, properly executed, allocation application (package to be sent under separate cover). Such application will be deemed complete (i) when the Owner has updated those sections in which information has CHANGED from that represented in the Reservation Application and (ii) when the Owner has attached thereto satisfactory, executed, original Attorney's Opinion and, for carryforward allocation requests, an Owner's Certification, all in the forms prescribed in the allocation application package.
    - In such application, the Owner shall, among other things, certify as to the reasonable, ordinary and necessary costs and expenses paid or incurred by the Owner in the construction or rehabilitation and, if applicable, the acquisition of the Development. In addition, if the Development has not been completed by the September 29, 2022, deadline for such application (e.g., if it is a carryforward project or, in the alternative, if it is a regular allocation project which has been placed in service but is still not 100% complete), the Owner shall include in such certification its reasonable estimates of all costs and expenses necessary to complete the Development. However, no increase in

- the developer's fee established by Virginia Housing in scoring the Reservation Application shall be permitted without the consent of Virginia Housing. All costs and expenses as certified shall be subject to review, adjustment and approval by Virginia Housing.
- f) By April 27, 2023, the original (or the Circuit Court Clerk's certified copy thereof), executed, recorded Extended Use Agreement (in exactly the form provided herewith) and the original recording receipt therefor. Exhibit A (the property's legal description) must be prepared and attached and the Agreement must be executed by the Owner. This must be recorded after the deed conveying title to the property to the Owner identified herein. The terms of the Agreement shall survive the Allocation of Credits, if any. Note that this Agreement governs the use of the Development and imposes certain additional requirements on the Owner and its successors, including requirements relative to the nonprofit.
- 3. The Owner understands and agrees that, notwithstanding anything herein to the contrary, Virginia Housing is required under § 42 of the Code to determine the amount of Credits necessary for the financial feasibility of the Development (which determination shall include a review of the costs and expenses of the Development for reasonableness) at the time of Allocation and, for projects requesting Carryforward Allocations, again at the time of placement in service of the buildings in the Development and, further, that Virginia Housing is prohibited from allocating to the Development or, as applicable, issuing with respect to the Development an I.R.S. Form 8609 for, any more Credits than the amount so determined to be necessary. Accordingly, Virginia Housing may reduce the Credit award in the event it determines, prior to issuance of an I.R.S. Form 8609, that such reduction is necessary to comply with § 42 of the Code.
- 4. No changes material to the Development or to the number of points assigned to the Application in the Reservation selection process may be made to the proposal described in the Application (including costs thereof, sources and uses of funds and information included in the accompanying documentation, such as plans and specifications) without the prior approval of Virginia Housing. Any such change may result in a decrease in or loss of the Reservation of Credits made hereby.
- 5. Unless otherwise requested in a notice given from the Owner to Virginia Housing pursuant hereto and approved in advance by Virginia Housing, (i) no transfers, directly or indirectly, of all or any portion of the Owner's interest in the Development, once acquired, or of all or any portion of the ownership interests in the Owner (other than limited partnership interests) shall be permitted during the term of this Reservation Agreement and (ii) no entity other than the Owner identified herein and described in the Application shall be entitled to an Allocation of Credits.
- 6. Failure to strictly and timely comply with each and every provision hereof shall, at the option of Virginia Housing, result in the immediate cancellation by Virginia Housing of the Reservation of Credits. Any forbearance by Virginia Housing in exercising such right of cancellation shall not be a waiver of or preclude the subsequent exercise of such right.

Virginia Housing undertakes no responsibility for notifying the Owner of missing items or unsatisfied conditions prior to the deadlines for their submission or completion imposed hereunder.

- 7. The Owner expressly agrees that if, at any time, it determines that it will be unable to use all or any portion of the Credits reserved to it, it will promptly so notify Virginia Housing.
- 8. All notices to be given pursuant to this Reservation Agreement shall be in writing and shall be deemed given when mailed by first class mail, to the parties hereto at the addresses set forth below, or, to such other place as may be designated by notice given hereunder.

To Virginia Housing:

Virginia Housing

601 South Belvidere Street Richmond, Virginia 23220

Attn: Tax Credit Allocation Department

To the Owner:

Alexandria GMV 9A, LLC 1201 East Abingdon Dr #210 Alexandria, VA 22314 Attn: Mr. Jonathan Frederick

- 9. This Reservation Agreement may not be altered, modified, or amended except in writing, signed on behalf of the Owner and Virginia Housing; provided, however, that the Owner agrees that it shall take all actions necessary to effect amendment of this Reservation Agreement as Virginia Housing may determine to be necessary to comply with § 42 of the Code, as amended, and any successor provisions, and all applicable regulations, notices, pronouncements, rulings and other official communication relative thereto as and when issued.
- 10. The invalidity of any clause, part or portion of this Reservation Agreement shall not affect the validity of the remaining portions hereof.
- 11. Subject to the limitation imposed by Section 5 hereof on transfers of ownership interests, this Reservation Agreement is binding on the Owner, Virginia Housing and all successors in interest to the Owner as owners of the Development.
  - 12. This Reservation Agreement is not assignable by the Owner without Virginia Housing's prior consent.
- 13. This Reservation Agreement is subject to the additional or special conditions set forth in Exhibit A which is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Owner and Virginia Housing have caused this Contract to be signed by their duly authorized representatives as of the day and year first written above.

VIRGINIA HOUSING DEVELOPMENT AUTHORITY

Dated: August 1, 2022	By: Radical lis: Authorized Officer Agency Taxpayer I.D. No.: 54-0921892
	ALEXANDRIA GMV 9A, LLC (the Owner)
	By: Board Chair
COMMONWEALTH OF VIRGIN CITY/COUNTY OFAlexan	IIA
by Daniel R. Abrass	instrument was acknowledged before me this 5th day of August. 2022,
My notary seal is affixed below:	Nolary Public
GLORIALYNNE DAVIS-RO NOTARY PUBLIC REGISTRATION # 70224 COMMONWEALTH OF VIR MY COMMISSION EXPI	My commission expires: 8-31-2024

OWNER: IF YOU WISH TO ELECT TO FIX THE APPLICABLE CREDIT PERCENTAGE CONTINUE TO THE NEXT PAGE.

## ELECTION TO FIX APPLICABLE CREDIT PERCENTAGE

Pursuant to §42(b)(1)(A)(ii)(I) of the Code, the Owner hereby irrevocably elects to fix the Applicable Credit Percentage (as defined in § 42(b)(1) of the Code) for the month of August, 2022.

Reference is hereby made to the Reservation of Low-Income Housing Tax Credits dated August 1, 2022 between Virginia Housing Development Authority and the Owner.

ALEXANDRIA GMV 9A, LLC (the Owner)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF A CAMPAGE TO-Wit

My notary seal is affixed below:

My commission expires: 8-31-2026

Main Robinson

My notary registration number is: 7022403

the Owner.

GLORIALYNNE DAVIS-ROBINSON NOTARY PUBLIC REGISTRATION # 7022403 COMMONWEALTH OF VIRGINIA MY COMMISSION EXPIRES AUGUST 31, 2026 RETURN ORIGINAL TO VIRGINIA HOUSING BY SEPTEMBER 5, 2022, IF YOU MAKE THE ELECTION ABOVE.



# VIRGINIA HOUSING CITY OF ALEXANDRIA AHDC ARLANDIA PHASES I - V AMAZON REACH *VIRGINIA* GRANT AGREEMENT

This Grant Agreement ("Grant Agreement") is entered into as of the \_\_\_\_\_\_ day of September, 2022, by and between Virginia Housing Development Authority ("Virginia Housing"), a political subdivision of the Commonwealth of Virginia, Alexandria Housing Development Corporation ("Grantee"), a Virginia nonstock corporation, collectively referred to herein as the "Parties," and the City of Alexandria, Virginia (the "City"), for acknowledgment purposes.

#### ARTICLE I – PURPOSE

Virginia Housing supported the Commonwealth of Virginia's effort to bring Amazon's second headquarters to Northern Virginia through a five-year commitment of \$15 million annually in new REACH Virginia funding for affordable housing in the region. Following Amazon's selection of National Landing for its HQ2, Virginia Housing established the Northern Virginia Affordable Housing Task Force to provide input into the use of the newly committed funds. Based on such input, it was determined that the Years 3-5 funding (July 1, 2021 to June 30, 2024) would be focused on lower-income rental housing and homeownership opportunities in the City of Alexandria, Arlington County, City of Falls Church, City of Fairfax, Fairfax County, Loudoun County, City of Manassas, City of Manassas Park, and Prince William County. These localities were invited to submit funding applications to Virginia Housing by December 31, 2020. Accordingly, based upon the Application submitted by the Grantee and the City, Virginia Housing allocated \$16,805,802 in REACH Virginia grants to the Grantee for the following purposes: development of the AHDC Arlandria/Mount Vernon and Glebe: Phases I, II, III, IV, and V projects. This Grant Agreement sets forth the terms and conditions under which Virginia Housing will provide grant funds to Grantee. By signing this Grant Agreement, Grantee agrees to accept and comply with the terms and conditions outlined in this Grant Agreement.

#### **ARTICLE II – DEFINITIONS**

"AMI" means area median income.

"Application" means the City of Alexandria Funding Application for Virginia Housing's Amazon REACH *Virginia* Funding Commitment with a cover letter dated September 30, 2021, from Helen S. McIlvain to Art Bowen and with the subject line "City of Alexandria, VA — Request of VH Amazon REACH Virginia Funds Commitment Years 3-5."

Virginia Housing City of Alexandria AHDC Arlandria Phases I - V Amazon REACH Virginia Grant Agreement (Years 3 - 5 Funding)

"Grant Activities" means eligible program activities as described in this Grant Agreement and those activities proposed by the Grantee in its Application approved by Virginia Housing, namely the funding of land acquisition, infrastructure improvements, site work, predevelopment soft costs approved in writing by Virginia Housing, and underground parking supporting the Project.

"Grant Funds" means the \$16,805,802 allocated pursuant to this Grant Agreement through Virginia Housing's REACH Virginia initiative.

"Project" collectively means the AHDC Arlandria/Mount Vernon and Glebe: Phases I, II, III, IV, and V projects.

#### ARTICLE III – USE OF GRANT FUNDS

A. Grant Activities / Scope of Programs. The Grant Activities represent the full scope of activities covered under this Grant Agreement, and Grantee shall only expend Grant Funds for Grant Activities.

#### B. Requirements:

- 1. <u>Programmatic Requirements</u>. Grantee must comply with the programmatic requirements found in Article IV of this Grant Agreement and in the Application.
- 2. Virginia Housing Oversight. The Grantee shall permit Virginia Housing or its authorized representatives to examine or audit, at any time during business hours, all books, files, documentation and records pertaining to this Grant Agreement or to the use of Grant Funds received under this Grant Agreement. Upon written request from Virginia Housing, Grantee agrees to provide to Virginia Housing any of the above-referenced documents and/or allow access to such documents within five (5) business days of said notice.
- 3. Assurances and Certifications. Grantee agrees that it will:
  - a. Administer the Grant Activities in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, which are hereby incorporated by reference herein.
  - b. Additionally, Grantee certifies:
    - i. That it will not permit discrimination in residential housing against clients and potential tenants on the basis of race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, status as a veteran, or disability.
    - ii. That any staff who provide services to or on behalf of the Project will, to the best knowledge of Grantee, have no conflict(s) of interest from other relationships with entities that may stand to benefit from particular outcomes at the Project.

# ARTICLE IV – PROGRAMMATIC REQUIREMENTS

Nonprofit Developer	Grantee will be the developer of the Project.
Unit Mix and Affordability of the Project	<ul> <li>Phase I will be comprised of 76 affordable 1, 2, and 3 bedroom units with rents between 40 – 80% AMI. At least 40% of all of the rental units will be made available to individuals and families with incomes at or below 60% AMI.</li> <li>Phase II will be comprised of 130 affordable units of mixed sizes with rents between 40 – 80% AMI. At least 40% of all of the rental units will be made available to individuals and families with incomes at or below 60% AMI.</li> <li>Phase III will be comprised of 60 affordable 1, 2, and 3 bedroom units with rents between 40 – 80% AMI. At least 40% of all of the rental units will be made available to individuals and families with incomes at or below 60% AMI.</li> <li>Phase IV will be comprised of 150 affordable units of mixed sizes with rents between 40 – 80% AMI. At least 40% of all of the rental units will be made available to individuals and families with incomes at</li> </ul>
	<ul> <li>or below 60% AMI.</li> <li>Phase V will be comprised of 58 multifamily sales units, potentially within a condominium or cooperative regime. Grantee shall work with the City to help Alexandria residents prepare for future homeownership and shall intend to target sales of Phase V units to individuals and families with incomes at or below 80% AMI.</li> </ul>
Site Features	<ul> <li>The five phases of the Project are part of a proposed large, mixed-use development that will combine approximately 474 residential units and 38,000 square feet of commercial space to be occupied by community-serving uses, including a nonprofit medical and dental clinic, social services agencies, flex space for various City departments, and nonprofit-operated pre-kindergarten programs and childcare.</li> <li>All residential rental units are intended to remain affordable for at least 40 years.</li> <li>All phases of the Project will be supported by underground parking.</li> <li>The Project will utilize cold-formed steel to utilize additional height and density.</li> </ul>

	<ul> <li>The Project will have access to regional bus service (with 13 bus stops located within ¼ mile of the Project) and pedestrian and bicycle transit features.</li> </ul>
Matching Funds From the Locality and Other Partners	<ul> <li>Alexandria's contribution is anticipated to include a city-owned parcel and grants and/or subordinate loans currently estimated to be around \$30,000,000 in total.</li> <li>CDBG/Section 8 loan funding is anticipated in the amount of \$6,000,000.</li> <li>American Rescue Plan grant funds are anticipated in the amount of \$10,000,000.</li> </ul>
Uses of Grant Funds from Virginia Housing	<ul> <li>The Grant Funds will be used for a combination of soft costs and acquisition costs.</li> <li>The soft cost expenditures include engineering, architecture, legal, government permits, and other miscellaneous costs.</li> <li>A detailed predevelopment and closing budget for each phase of the Project is attached as Exhibit A. The soft costs and acquisition costs listed on this attached budget are authorized uses of the Grant Funds.</li> </ul>

# ARTICLE V - DISBURSEMENTS, DRAW SCHEDULE, AND RECAPTURE

Virginia Housing will disburse \$8,857,304 of the total Grant Funds to the Grantee following full execution of this Grant Agreement by the Parties. Said portion of the Grant Funds shall be used by the Grantee to fund costs already incurred by Grantee, as approved in writing by Virginia Housing.

Draw Schedule: Grantee may request the remaining Grant Funds in one or more draws, as approved by Virginia Housing. Grantee must first submit a draw request(s) to the City, and after the City approves of such draw request(s), Grantee must send 1) the draw request(s); and 2) evidence of the City's approval, to Virginia Housing for final authorization. Virginia Housing reserves the right to request from Grantee any supporting documentation Virginia Housing deems necessary to justify the draw request(s), as determined in Virginia Housing's sole discretion.

All Grant Funds provided to Grantee shall be expended by December 31, 2026. Any Grant Funds not expended by said date are subject to recapture by Virginia Housing. If funds will not be expended by December 31, 2026, Grantee may request an extension in writing on or before November 30, 2026. Such request shall be subject to the written approval of Virginia Housing, in its sole discretion.

Grant Funds are also subject to recapture pursuant to Article VIII.B below.

#### ARTICLE VI – REPORTING

Grantee is required to submit to Virginia Housing quarterly status reports detailing the progress of the Project and the amount of Grant Funds used to date. Quarterly reports shall be submitted no later than:

- October 15 for the months July 1 through September 30
- January 15 for the months October 1 through December 31
- April 15 for the months January 1 through March 31
- July 15 for the months April 1 through June 30

Grantee is also required to submit to Virginia Housing a final report after all grant funds are expended or the Project is completed, whichever occurs first.

#### ARTICLE VII - RECORDS RETENTION AND CONFIDENTIALITY

In accordance with applicable law, Grantee shall establish and comply with a records retention policy. Financial records, supporting documentation, and all records pertinent to the use of grant funds under this Grant Agreement shall be retained for a period of four years from the date of submission of the final report.

Grantee shall maintain the confidentiality and security of records in compliance with the Gramm-Leach-Bliley Act, in addition to other federal and state laws. These laws pertain to the security and privacy of personal and financial information along with identifying information such as social security numbers. Grantee is responsible for compliance with these laws to the extent required under applicable law. Grantee agrees to hold harmless and indemnify Virginia Housing from any cost, legal actions, or disputes of any nature whatsoever incurred as a result of Grantee violating this or any other provision of this Grant Agreement.

#### ARTICLE VIII – MISCELLANEOUS

- A. Duration and Expiration of Grant Agreement: This Grant Agreement shall become effective on the date of the last signature hereof and shall continue in effect until it expires on December 31, 2026, unless otherwise terminated or extended pursuant to the terms herein or by separate written agreement between the Parties.
- B. Termination: Should Grantee breach or fail to comply with any of the provisions or terms of this Grant Agreement, should any employee, agent, director, officer or senior manager of Grantee engage in fraud, willful misconduct, or gross negligence or misappropriate any funds, or should Virginia Housing determine that Grantee misrepresented facts within the Application, Virginia Housing may terminate this Grant Agreement and all of its obligations hereunder immediately upon written notice to Grantee, and Virginia Housing may recapture from the Grantee all Grant Funds disbursed pursuant to this Grant Agreement.

- C. Severability: The invalidity of any clause, part or provision of this Grant Agreement shall not affect the validity of the remaining portions hereof.
- **D. Notices:** All notices to be given pursuant to this Grant Agreement shall be in writing by hand delivery (whether personally or by courier or other delivery service) or by certified mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing. Any such notice(s) shall be deemed given when received at such address or place or, in the case of certified mail, three (3) days after date of mailing.

To Virginia Housing: Virginia Housing Development Authority

Art Bowen

Managing Director of Rental Housing

601 S. Belvidere Street Richmond, Virginia 23220

To Grantee: Alexandria Housing Development Corporation

Jonathan Frederick Chief Executive Officer 1201 E Abingdon Drive, #210 Alexandria, Virginia 22314

To the City:

City of Alexandria Helen McIlvaine

Director, Office of Housing 421 King Street, Suite 215 Alexandria, Virginia 22314

- E. Amendment: This Grant Agreement may not be altered, modified, or amended except in writing signed on behalf of Virginia Housing and Grantee; provided, however, that Grantee agrees that it will take all actions necessary to effect amendment of this Grant Agreement as Virginia Housing may determine to be necessary to comply with all applicable laws.
- F. Third Parties: It is understood and agreed that the covenants and terms of this Agreement are not intended, and shall not be construed, to benefit or protect any person or entity, other than the parties hereto, Virginia Housing, and their successors and assigns, or to provide any such person or entity with any rights or remedies against the parties hereto. It is further understood and agreed that no such person or entity shall be entitled to rely on the implementation or enforcement of any term or provision of this Grant Agreement by the parties hereto.
- G. Choice of Law; Modification: This Grant Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to conflict of laws principles.

[Signatures appear on following page]

WITNESS the following signatures to this Virginia Housing City of Alexandria AHDC Arlandia Phases I-V Amazon REACH Virginia Grant Agreement.

Date: 4/3/23	VIRGINIA HOUSING DEVELOPMENT AUTHORITY (Virginia Housing)
	By: Tammy Neale Its: Chief of Programs
Date: 9/01/2022	ALEXANDRIA HOUSING DEVELOPMENT CORPORATION (Grantee)
	By: Jat Darelered
	Name: Jonathan D Frederick
	Its: President
Date: 9/2/2022	CITY OF ALEXANDRIA, VIRGINIA (for acknowledgment purposes)
•	By: Bal
MOSSIMONEHOUN  Apuil City Attorney  Approved as to Form	Name: Emily Baker
•	Its: Deputy City Manger

# EXHIBIT A

# Predevelopment and Closing Budget

# Project Predevelopment Expense (2019 - 2022)

Expenditures to date (2019 - 07/2022)	\$3,787,304
Acquisitions/Deposits - August 2022	\$1,420,000
Acquisitions in December 2022	\$1,400,000
Projected Project Spend Rate (8/22 - 12/22 -\$375K/month)	\$2,250,000
Total	\$8,857,304

# City of Alexandria, Virginia

MEMORANDUM

**DATE:** JUNE 20, 2023

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

**THROUGH:** JAMES F. PARAJON, CITY MANAGER /s/

FROM: HELEN S. MCILVAINE, DIRECTOR, OFFICE OF HOUSING

#### **DOCKET TITLE**:

#### TITLE

Consideration of Funding Plan for Housing Alexandria's Mount Vernon - Glebe Development, including a Loan of \$31.5 million in FY 2023 to FY 2024 City Housing Funds and a Commitment of up to \$22 million in FY 2025 to FY 2026 Housing Funds, as Needed, to Facilitate Infrastructure, Parking, and 206 Affordable Units.

**BODY** 

\_\_\_\_\_

**ISSUE:** Commitment of balance of FY 2023 to FY 2024 City Housing Funds as well as FY 2025 to FY 2026 funding of up to \$22 million, as needed, to be provided as a loan to Housing Alexandria (HALX) to enable construction of the initial phase of the Mount Vernon - Glebe Development Project, including land acquisition, site work, infrastructure improvements, underground parking, city flex space, and 206 units of affordable rental housing.

## **RECOMMENDATION:** That City Council approve the following:

- 1) An additional loan of \$31.5 million in FY 2023 to FY 2024 housing funds, as planned, for upcoming components of Building One (to be partially funded with tax credits), as well as a commitment of up to \$22 million in FY 2025 to FY 2026 City Housing/CIP funds to complete the City funding package for Phases Zero and One to facilitate a Summer 2023 start on the Arlandria project;
- 2) Authorization for the City Manager to execute all documents required to facilitate the application and receipt of federal funds for the project; and
- 3) Authorization for the City Manager to execute agreements and all related documents to implement the loan and project.

**BACKGROUND:** Housing Alexandria's Mount Vernon - Glebe project received development approvals in early 2022 and, with City loan support of \$10.5 million, was successful in applying for a competitive tax credit award later that year for a first tax credit-funded building (Building One - Phase 1). Besides the Housing Opportunities Fund (HOF) loan, City Council approved the transfer of a city-owned parcel (currently operating as an interim public parking lot) valued at \$1.7 million, as well as a grant to enhance deep affordability in 10% of the units in the first building. Overall, 25% of all units at the site will offer rents affordable to households at 40% AMI or below.

Over the past year, Housing Alexandria and the City have worked to identify and secure multiple sources of funding to enable the construction of Phases Zero and One, including the first 206 affordable rental units (of a total of 416 affordable units that comprise "Building One"). Phase Zero includes land acquisition, site work and infrastructure improvements, and the underground parking that will serve Building One (and future Building Two).

The remainder of Building One, and Building Two, a separate structure, will be sequenced to be built in the near term when their funding packages are complete, including some sources cyclically available this year and next (new market tax credits and potential Community Development Financial Institutions (CDFI) funding, among others). With ~30,000+ sf of neighborhood-serving commercial space on the first two floors of Building Two, the stories above are planned as 58 for-sale affordable condominiums. The largest anchor of the commercial space has signed LOIs with HALX, and now that their square footage is set, it is anticipated that other commercial tenants will execute LOIs this summer for Building Two's remaining space. The flex space planned to bring City services to the neighborhood has been incorporated into Building One to accommodate robust interest in Building Two's commercial space.

**DISCUSSION:** At this time the City is moving forward with support for Phase 0 and Phase One, the first phase of Building One (206 units). City support for the project so far includes 2022 \$10.5 HOF Loan; the city parcel valued at \$1.7 million; a federal earmark of \$1.5 million (awarded in December 2022 through sponsorship from Senators Warner and Kaine and Congressman Beyer); \$1 million in HOME funds; \$12 million in ARPA-derived funds (for infrastructure improvements and costs associated with the City flex space); and a Community Development Block Grant Section 108 loan of approximately \$6 million. Besides these sources, additional FY 2023 to FY 2024 City housing monies reserved for this project are now requested as a loan to support HALX's upcoming applications for non-competitive credits and bonds (Attachment 2 - Sources and Uses table for Phases Zero and One; and Table of Projected City Housing Fund Sources). To launch this phase with as much soft money as possible, since revenue to repay loans depends on the completion of vertical construction (apartments), the City

also successfully applied for competitive Virginia Housing (VH) Amazon Impact REACH grant funding of \$16.8 million which VH has released to the project.

The City and HALX are working to secure a reinvestment of \$20 million in proceeds from HALX's refinancing of a 2022 Amazon Housing Equity Fund (HEF) loan provided to acquire Park Vue Apartments for the early phases of the Arlandria project. City leadership and Housing Alexandria are also pursuing other investments and loans for later Phases from Amazon and have received expressions of support. However, at this time, Amazon has temporarily paused HEF activity through Q2, pending new direction, so staff has not been able to firm up this commitment.

The City funding commitment being requested is intended to provide sellers, investors, and lenders involved in the project comfort that resources will be available to move forward with, and complete, with Building One/Phase One. The City will also provide a comfort letter to Housing Alexandria indicating its commitment to the overall project. In addition to the sources described above, HALX will be applying for other philanthropic monies, state and national housing trust fund grant dollars, additional non-competitive 4% tax credits, and state housing opportunity tax credits, as well as drawing on construction financing once the multiple layers of soft funding are drawn down.

Land acquisition and site work to set the stage for infrastructure improvements to serve the project and the neighborhood will begin this Summer, followed by construction of the 379-space underground parking structure. Vertical construction of the first two components ("Phase I") of Building One will begin in about 18 months.

The funding plan for the project was reviewed by the Alexandria Housing Affordability Advisory Committee's (AHAAC) Investment Committee in late May and on June 1, the full Committee unanimously recommended that City Council approve the plan and the proposed loans.

FISCAL IMPACT: An additional loan of \$31.5 million in FY 2023 to FY 2024 City housing funds and a commitment of up to \$22 million in FY 2025 to FY 2026 City housing funds. Additional City commitments may be considered in the future as the funding packages to complete Buildings One and Two are assembled. At all times, the City's financial interests will be secured by the underlying property and the value of the planned improvements. FY 2022 funds were previously approved in the amount of \$10.5 million loan for the competitive tax credit funded building. Staff suggests that all City HOF funds be provided as a loan to HALX and/or its entity for this development while funds secured as grants may be provided as grants to HALX, at the City's discretion.

As the City's designated "highest housing priority," funding for the Mount Vernon - Glebe project will be set aside, as needed, over several budget cycles to ensure its completion. Besides this development, funding has been approved in FY 2024 for a loan to Witter Place (currently anticipated to be awarded tax credits) and for a loan in support of the Samuel Madden Redevelopment (currently anticipated to be awarded tax credits).

## **ATTACHMENTS:**

- (1) Graphic of Mount Vernon Glebe Development, by Phases
- (2) Sources and Uses for Phases Zero and One/Building One, including table of projected City funding sources

#### **STAFF**:

Emily A. Baker, Deputy City Manager Eric Keeler, Deputy Director, Office of Housing Tamara Jovovic, Housing Program Manager, Housing Kenneth Turscak, Housing Analyst, Housing



# City Manager's Office

# REQUEST FOR SIGNATURE

Please review the attached Agreements/Amendments document and respond to the task using the options below. An explanation/comment will be required at submission. If there are Missing Documents or Missing Signatures or Approvals, the request will be returned to the submitter.

Approval ID		Request Submission Date		
Housing-12192023-2570		12/19/2023 3:44 PM		
Document Name *	Submitter		Submitter Department	
CITY DEVELOPMENT AND FINAN Eric Keeler			Housing	
Document Type			44)	
Agreements/Amendments				
Explanation of Request				
35,800 square feet of commercial spa	units for household	Is with incomes ran Signature typ	nging from 40-80% AMI and approximately	
Authorized signer  Deputy City Manager		Both (Ink & Digital)		
nternal Deadline		External dead	dline	
Dec 21, 2023		Dec 22, 2023		
Approvals/Signatures				
DH (Eric Keeler) Approved on 12/19/2 Explanation/Comments: ok Task Actioned By: Eric Keeler	2023 4:01 PM		of cel 3	
CAO (Maira E Arias) Approved on 12,	/10/2022 A:15 DM		Gis and July	

# CITY DEVELOPMENT AND FINANCING MEMORANDUM OF AGREEMENT

This DEVELOPMENT AND FINANCING MEMORANDUM OF AGREEMENT (the "Agreement"), made as of this \_\_\_ day of December, 2023 by and between Alexandria Housing Development Corporation, a Virginia nonprofit corporation company ("AHDC") and the City of Alexandria, a Virginia municipal corporation ("City"," and together with AHDC the "Parties").

#### **PREAMBLE**

- A. The AHDC is a Virginia nonprofit corporation committed to developing affordable housing opportunities in the City of Alexandria.
- B. In furtherance of that commitment, through the AHDC controlled Condo Unit Owners listed in Table A, AHDC will develop a mixed-use project that will contain approximately 474 new committed affordable residential units and approximately 35,800 square feet of commercial space (the "**Project**") located in Alexandria, Virginia as more particularly described in <u>Exhibit A</u> attached hereto (the "**Property**").
- C. The Project will be completed in distinct phases (each a "**Phase**") as more particularly described Article I and Exhibit C.
- D. The City has committed to providing \$42,000,000 to Phase 0 and Phase I (defined below) through various grants and loans to AHDC and its affiliates (the "City Financing").
- E. The Parties have entered this Agreement to describe the Project and City Financing.

## **AGREEMENT**

For and in consideration of the mutual promises of the Parties as set forth herein, and with the foregoing recitals incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound agree as follows:

# ARTICLE I – REDEVELOPMENT PROJECT PHASES

Section 1.1 <u>Site Assembly.</u> Beginning in September 2022, AHDC (or its affiliate) purchased several parcels of real property in Alexandria which collectively make up the Property. AHDC anticipates that, within two (2) months of the date hereof, it will subdivide the Property into two legal parcels referred to as "**Lot 501**" and "**Lot 502**" as depicted in the Subdivision Plat attached as Exhibit <u>B</u> hereto.

AHDC will develop Lot 501 in distinct phases, including associated amenities and facilities, as described below ("Lot 501 Project"), generally described in <u>Exhibit C</u> attached hereto, and including:

1

a. "Phase 0": (i) acquisition, consolidation and subdivision of the Property, (ii) Parking and Podium Development (defined below), and (iii) imposition of a land condominium regime on the Property, as more particularly depicted on <a href="Exhibit D">Exhibit D</a> attached hereto (the "Condominium Declaration");

- b. "Phase I": vertical residential development of Land Unit 9a-t and Land Unit 4a-t (Land Units are defined below and are further described in Table A and Exhibit D); and
- c. "Phase II": vertical residential development of Land Unit 4b-t.

AHDC will transfer Lot 502 to an affiliate of AHDC to develop a related project including residential and commercial space ("Lot 502 Project"). The Lot 502 Project will share some amenities and common spaces with the Lot 501 Project; however, Lot 502 will not be subject to the provisions of this Agreement except as specified herein with respect to certain shared amenities and parking rights related to the Project.

Section 1.2 <u>Parking and Podium Development.</u> During Phase 0, AHDC will undertake the initial work for the Project, including demolition, relocation and installation of utilities, excavation, landscaping, hardscaping, construction of two-level garage, and construction of the cold dark shell for a future commercial space ("Land Unit C1-t"). Approximately 2,500 square feet of Land Unit C1-t will be leased to the City (the "City Office"). The garage will include 379 spaces, utility rooms, storage rooms, maintenance offices, residential lobby, and amenity rooms. The work completed during Phase 0 is referred to as the "Parking & Podium Development";

Section 1.1 <u>Land Condominium Regime.</u> After the construction of the Parking & Podium Development has reached the point where the construction of Phase I could be commenced, as reasonably determined by AHDC, but the Parties agree this is prior to substantial completion and placement in service of Phase 0, AHDC will record the Condominium Declaration creating nine condominium units to divide Lot 501 into separate parcels for the various residential and commercial projects (the "Land Condos" and each individually a "Land Condo"): Land Unit 9a-t, Land Unit 9a-p, Land Unit 4a-t, Land Unit 4a-p, Land Unit 4b-t, Land Unit 4b-p, Land Unit C1-t, Land Unit C2-p, Land Unit R2-p. See Table A for a description of each Land Condo. The Land Condos will ultimately be sold to the owner of the respective project (each, a "Condo Unit Owner") which such Condo Unit Owners shall be affiliates of AHDC. After the Condominium Declaration has been recorded, each Land Condo will separately close on construction financing to build the vertical structure (each, a "Condo Unit Closing").

a. Table on Condominium Regime and Phasing

Table A. Redevelopment Project, Lot 501 Condo Structure and Construction

Condo	Phase	Condo Unit	Proposed	Anticipated	Anticipated
Unit		Owner	Development	Construction Start	Construction Completion
N/A	Phase 0	AHDC Glebe Mt Vernon LLC	Parking and Podium Development	August 2023	April 2026
Land Unit C1-t	Phase 0	AHDC Lot 501 Commercial LLC	Commercial C1 3,000 sq.	August 2023	July 2026
Land Unit 9a-t	Phase I	Alexandria GMV 9A, LLC	Project 9a 76 residential units	October 2024	April 2026
Land Unit 9a-p	Phase 0	Alexandria GMV 9A, LLC	46 parking spaces	August 2023	April 2026
Land Unit 4a-t	Phase I	Alexandria GMV 4A, LLC	Project 4a 130 residential units	October 2024	April 2026
Land Unit 4a-p	Phase 0	Alexandria GMV 4A, LLC	78 parking spaces	August 2023	April 2026
Land Unit 4b-t	Phase II	Alexandria GMV 4B, LLC	Project 4b 210 residential units	February 2025	July 2026
Land Unit 4b-p	Phase 0	Alexandria GMV 4B, LLC	126 parking spaces	August 2023	April 2026
Land Unit C2-p	Phase 0	AHDC Lot 502 Commercial LLC	71 parking spaces (includes shared spaces)	August 2023	April 2026
Land Unit R2-p	Phase 0	TBD	58 parking spaces	August 2023	April 2026

b. <u>Development Financing Schedule.</u> AHDC anticipates the schedule listed below. The Parties agree that this schedule may change, and AHDC will provide City with updated schedules upon request.

Phase 0 anticipated completion by December 31, 2026 (note that the subsequent phases will commence when the podium on Phase 0 is near completion, but with the remaining scope of work in Phase 0 to be assigned and assumed by the LIHTC Condo Unit Owners.

Phase I (closing 10/1/2024)

March 30, 2024

Financing Proposals received for capital stack,

including tax credit equity investor

June 1, 2024

Signed term sheets for first trust financing and tax

credit equity

Phase II (closing 2/1/2025)

August 31, 2024

Financing Proposals received for capital stack,

including tax credit equity investor

October 1, 2024

Signed term sheets for first trust financing and tax

credit equity

#### ARTICLE II - CITY FINANCING

Section 2.1 <u>Overview of City Financing</u>. The City will provide AHDC or an affiliate \$42,000,000 in loans and grants in during Phase 0 and Phase 1 the Project. The City Financing is funded by a variety of sources which sources are associated with different documents and requirements as described below and summarized in <u>Exhibit E</u> attached hereto. The Parties agree that the City Financing may be assigned to one or more affiliates of AHDC as described below.

Section 2.2 <u>Grants</u>. The City will <u>provide \$13,500,000</u> in grant funding to AHDC (the "<u>Grant Proceeds</u>"). The Grant Proceeds will be comprised of three grants: (i) \$10,000,000 for general development (the "<u>General Grant</u>"), (ii) \$2,000,000 for the City Office (the "<u>City Office Grant</u>"), and (iii) \$1,500,000 for general development (the "<u>Federal Grant</u>").

- (a) The General Grant and the City Grant will be documented by the certain Grant Agreement between the City of Alexandria and Alexandria Housing Development Corporation dated December \_\_\_, 2023 (the "City Grant Agreement").
- (b) The Federal Grant will be documented by the certain Grant Agreement in accordance with the requirements of the FY 2023 Community Project Funding Grant Agreement No. B-23-CP-VA-1463 dated December 20, 2022 (the "Federal")

**Grant Agreements**" together with the City Grant Agreement, the "**Grant Agreements**").

(c) AHDC will loan the Grant Proceeds to AHDC Glebe Mount Vernon, LLC (the "Sponsor Loans") to fund Phase 0 development. The Sponsor Loans may subsequently be assigned to one or more Condo Unit Owners.

Proceeds"). The Loan Proceeds will be comprised of four loans: (i) \$8,000,000 for Land Unit 9a-t, which includes CIP Housing Funds in the amount of \$6,157,000, \$246,944 of City Dedicated Revenues, and \$1,596,056 of City Housing Trust Funds (the "9a Loan"), (ii) \$2,500,000 for Land Unit 9a-t (the "HOME Loan"), (iii) \$5,700,000 to reimburse AHDC for its costs of acquiring the Property (the "CDBG Loan"), and (iv) \$12,300,000 for Land Unit 4a-t, which includes CIP Housing Funds in the amount of \$9,343,000, \$2,753,056 of City Dedicated Revenues, and \$203,944 of City Housing Trust Funds (the "4a Loan" together with the 9a Loan, HOME Loan, and CDBG Loan, the "Loans"). The City hereby represents and warrants that none of the Loans were funded with the proceeds of tax exempt bond financing.

- (a) The 9a Loan will be documented by the following documents by and between the City and AHDC Glebe Mount Vernon, LLC: a loan agreement, promissory note, and deed of trust (collectively, the "9a Loan Documents"). The deed of trust will be secured on Lot 501 during Phase 0. Concurrent with the Land Unit 9a-t Condo Unit Closing, the 9a Loan will be paid back to the City and the City will make a new loan of \$8,000,000 to Alexandria GMV 9A, LLC which will be evidenced by a loan agreement, promissory note, a subordinated right of first refusal, and declaration of restrictive covenants. The deed of trust on Lot 501 will be terminated and a new deed of trust will be recorded against Land Condo 9a-t.
- (b) The HOME Loan will be documented by the following documents by and between the City and Alexandria GMV 9A, LLC: a loan agreement, promissory note, right of first refusal agreement, declaration of restrictive covenants, deed of trust (collectively, the "HOME Loan Documents"). The parties anticipate executing the necessary HOME Loan Documents when required by the City, but such loans would not be made until after the Land Unit 9a-t Condo Unit Closing. Concurrent with or subsequent to the Land Unit 9a-t Condo Unit Closing, the deed of trust will be recorded against Land Condo 9a-t.
- (c) The CDBG Loan will be documented by the following documents by and between the City and AHDC Glebe Mount Vernon, LLC: a loan agreement, promissory note, deed of trust, and any HUD-required documents (collectively, the "CDBG Loan Documents"). As "additional security" for the 108 financing, we would propose to HUD that the deed of trust will be secured on Land Condo C1-t and the commercial lease payments by the City, if permissible. The parties currently contemplate that the CDBG Loan would replace the AHDC "equity" used for the acquisition of the Property, which would allow the sources of that equity to then be used for the vertical construction of the various affordable projects. The parties agree to seek the approval of HUD and with HUD's guidance, finalize the use of the CDBG Loan proceeds consistent with the HUD

CDBG eligible activities and national objectives. The parties do not anticipate related regulatory requirements for the residential rental projects other than the confirmation that such projects are affordable properties pursuant to the related tax credit regulatory agreements.

- (d) The 4a Loan will be documented by the following documents by and between the City and AHDC Glebe Mount Vernon, LLC: a loan agreement, promissory note, right of first refusal agreement, declaration of restrictive covenants, and deed of trust (collectively, the "4a Loan Documents"). The deed of trust will be secured on Lot 501 during Phase 0. Concurrent with the Land Unit 4a-t Condo Unit Closing, the 4a Loan will be paid back to the City and the City will make a new loan of \$12,300,000 to Alexandria GMV 4A, LLC which will be evidenced by a loan agreement, promissory note, right of first refusal, and declaration of restrictive covenants. The deed of trust on Lot 501 will be terminated and a new deed of trust will be recorded against Land Condo 4a-t.
- (e) Prior to the respective tax credit condo unit closing, the City will have a right of first offer to match any terms and price in a sale (which will include an assumption of existing indebtedness as part of such price) if AHDC Glebe Mount Vernon, LLC receives an offer from a third party, unrelated purchaser and has determined to accept such offer. Such terms will provide for reasonable extensions to allow the City to perform its due diligence and seek any needed governmental approvals, not to exceed one hundred and twenty (120) days. This purchase right will terminate upon the closing of each and any Condo Unit Closing.

Section 2.4 <u>Subordination</u>. The Loans will be subordinate to the construction and permanent financing for such project (the "**Senior Loan(s)**"). The anticipated senior debt for each project is summarized in Table B below; however, the City and AHDC will finalize the lien priority with any Virginia "ASNH" funding sources; however, the parties recognize that the Virginia Department of Housing and Community Development anticipate being in 2<sup>nd</sup> or 3<sup>rd</sup> lien priority (after any senior secured debt and the seller notes). The rights, duties, and interests of the City, AHDC, and Condo Unit Owners shall be subject to the customary intercreditor and/or subordination agreement requirements of the Senior Lenders and to any reasonable requirements or comments by any subordinate lenders and by the low income housing tax credit investors ("**Investors**") in the Condo Unit Owners. The City agrees that it will execute any reasonable subordination, intercreditor agreements, or other agreements required by the respective lender or lenders that will have a senior lien position on the Land Condos and acknowledges it has executed similar documents with prospective lenders, such as Virginia Housing, Freddie Mac, and Capital One (the "**Senior Lender**" or "**Senior Lenders**").

Condo Unit	Phase	Condo Unit Owner	Anticipated Senior Debt
N/A	Phase 0	AHDC Glebe Mt Vernon LLC	Seller Loan: \$11,550,000 VH REACH Grant, reflected in an AHDC sponsor note or such AHDC equity to be replaced with the related CDBG Loan documents (from the City or the sponsor and assigned as security to the City) General Grant: \$10,000,000 City Office Grant: \$2,000,000 9a Loan: \$8,000,000
Land Unit 9a-t & Land Unit 9a-p	Phase I	Alexandria GMV 9A, LLC	Virginia Housing Perm Debt (1st priority): \$8,436,000 Seller Loan - taxable (2nd priority): \$2,025,000 Virginia HTF / NHTF FHLB 9a Loan: \$8,000,000 HOME Loan: \$2,500,000
Land Unit 4a-t & Land Unit 4a-p	Phase I	Alexandria GMV 4A, LLC	Virginia Housing Perm Debt (1st priority): \$13,700,000 Seller Loan - tax-exempt (2nd priority): \$3,750,000 Virginia HTF / NHTF FHLB 4a Loan: \$12,300,000

Section 2.5 <u>Timely Response After Notice</u>. The Parties agree that time is of the essence and the Senior Lenders and Investors will mandate certain requirements. Timely approval of documents is critical to avoid missing deadlines for rate lock or incurring any additional lender fees. AHDC will provide City with reasonable notice in advance of each Condo Unit Closing (no less than one hundred twenty (120) days prior notice), which notice shall include drafts of the applicable subordination agreements, intercreditor agreements, reciprocal easement agreements, or any other document requiring City's execution. AHDC will also provide the City documents related to the Condo Unit Closings including but not limited to the Senior Loan documents.

Section 2.6 <u>Loan Terms</u>. The Parties agree that the following terms will be incorporated into the Loan Documents as applicable:

- (a) Nonrecourse Except as required by tax law, the Loans are intended to be nonrecourse to AHDC, the Condo Unit Owner and its partners, members, managers and officers.
- (b) No Cross Default After the closing of the first Senior Loan, the Loans shall not be cross defaulted or cross collateralized in any manner. The sole security for each of the Loan will be the Condo Units such loan is secured by.

Upon each Condo Unit Closing when the City loan documents are then binding on the Condo Owner and Condo Unit and constitute the complete, exclusive and fully integrated statement of the obligations of such Condo Unit Owner and related Condo Unit(s), and the terms of this MOU shall no longer apply to such individual Loan and will only apply to the outstanding City funds secured by Phase 0 for the property left in Phase 0.

- (c) Transfer and Assumption Rights If after the Condo Unit Closing for each Condo Unit there is a future transfer of the respective Condo Unit before maturity of the related Loan, and if such transfer is to a purchaser that is related to and controlled by AHDC and such purchaser will maintain the Condo Unit for affordable housing pursuant to the relevant declaration of restrictive covenants, then the City agrees to reasonably consent to the assumption and subordination of this loan.
- (d) Creditor's Rights City acknowledges that the City's remedies for default under any Loan will be subject to the customary rights and requirements of the Senior Lender and Investor (i.e. the right to cure).
- (e) Repayment The Loans will be repaid on a residual receipts basis subject to cash flow after stabilization.

# ARTICLE III-OBLIGATIONS DURING THE TERM

Section 3.1 Obligations of AHDC. AHDC will use reasonable efforts to:

- (a) Work with the City to complete the Project;
- (b) Work with the City to seek funding from the Amazon Equity Fund;
- (c) Pursue funding opportunities from foundations, private, state and federal entities and work with the City to fill funding gaps as they occur;
- (d) Provide updates to the City on the status of Phases II and III;
- (e) Execute the Grant Agreements, Loan Documents, and other documents requested by the City in connection with the City Financing;
- (f) Provide timely status reports and notifications to the City pursuant to Section 3.4;
- (g) Permit City staff and contractors reasonable access to the property upon advanced notice, during normal business hours and following all safety procedures required by the general contractor for purpose of oversight of the project;
- (h) Permit City staff to review records and files related to the City Financing including access, subject to applicable privacy laws, to program participant files as

well as interviews and discussions with program staff and participants that are specifically coordinated with AHDC for the purpose of verifying service delivery and/or participant satisfaction and observing program activities taking place;

- (i) Appropriately acknowledge the City as a source of funding on all printed material and publicity related to the Project;
- (i) Meet with the City for status meetings as requested;
- (k) Exclusively use the City Financing for the Project in accordance with the budget attached hereto as Exhibit F, which budget may be revised with approval by the City which shall not be unreasonably withheld or delayed.

## Section 3.2 Obligations of City. City will use reasonable efforts to:

- (a) Provide funding as approved by City Council and outlined in the docket item approved on June 27, 2023;
- (b) Work with AHDC to seek funding from Amazon Equity Fund and fill funding gaps as they occur;
- (c) Monitor the project including the timeframes and performance goals associated with the activities described herein;
- (d) Make progress payments as defined in Grant Agreements and Loan Documents;
- (e) Work in coordination with AHDC, other City departments, contractors, architects and other agencies to facilitate the progress of the Project; and
- (f) Provide reasonable notice if unsatisfied with the Project progress or the content of any required reports, or perceived violation of any term or condition herein.

Section 3.3 <u>Availability of Funds</u>. It is expressly understood that this Agreement and any funding not currently approved for this fiscal year are conditioned upon an appropriation from the Alexandria City Council sufficient to carry out the commitment under this Agreement. It is understood and agreed between the Parties herein that the City shall only be bound hereunder to the extent of the funds available for the purpose of this Agreement. Notwithstanding the forgoing, \$12,000,000 current fiscal year funds have been approved by the Alexandria City Council and are allocated to the Project. Continued funding beyond the period of this Agreement shall be contingent upon the availability of City funds, satisfactory program performance and AHDC's compliance with the terms and conditions herein.

Section 3.4 <u>Reports and Records</u>. In consultation with the City, AHDC shall submit program and expenditure reports to the City that describe the activities involved in the Project, as necessary. Disbursement of Grant Proceeds will be made directly to vendors by the City upon presentment and review of invoices submitted through AHDC or will be escrowed with the City

approval of any disbursements made upon presentment and review of invoices submitted through AHDC.

- (a) AHDC shall immediately notify the City of any of the following:
  - (1) Changes in key agency or program personnel, particularly in staff providing property management services, and project management, on behalf of AHDC;
  - (2) Changes in addresses (physical or electronic) or telephone number; and
  - (3) Developments that significantly affect program or organizational operations to include notice of citations resulting from visits of any regulatory authority with respect to the Project. Copies of the citation shall be submitted to the City within three (3) days of receipt and a related corrective action plan shall be submitted to the City with in ten (10) days of receipt.
- (b) AHDC shall retain all books, records, and other documents relative to this Agreement for five (5) years after final payment for each Grant period, or until audited by the City, whichever is earlier. The City, its authorized agents, and/or auditors shall have full access to and the right to examine any of said material during this period.
- (c) AHDC's annual year-end financial statement, and/or IRS submissions shall be submitted to the City's Office of Housing:

Attention: Asset Manager 421 King Street, Suite 215 Alexandria, Virginia 22314

Section 3.5 <u>Violation of Terms</u>. In the case of violation of any term or condition herein, including but not limited to failure to execute work of the program in substantial compliance with the service delivery commitments referenced in Section 3.1, the City reserves the right in its absolute discretion to impose additional conditions on AHDC and its use of funds, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted. The City's determination shall be final, binding, and conclusive. If required reports are not received by the due date, the City may withhold payment until the outstanding report is received. If is determined that the City Financing was used inappropriately, AHDC will remedy such issue and shall be liable to cover such costs.

# ARTICLE IV—TERM; TERMINATION

Section 4.1 <u>Term</u>. This Agreement shall commence upon the execution hereof and shall terminate with respect to the City Financing for each Condo Unit Closing, with the final Condo Unit Closing anticipated to be for Land Unit 4a-t, unless sooner terminated in accordance with this Article IV. No default under or termination of this Agreement by a Party shall, in and of itself,

release the other Party from completing the obligations it has undertaken pursuant to this Agreement. All obligations under this Agreement that accrue prior to the date of the expiration of the term of the Agreement shall survive such expiration.

## ARTICLE V—MISCELLANEOUS

Section 5.1 <u>Notices.</u> Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when (a) received by confirmed email; (b) hand-delivered by personal delivery; (c) one (1) Business Day after pickup by UPS, or Federal Express; or (d) when received by registered or certified mail (return receipt requested, first-class postage prepaid), in either case addressed to the Parties as follows:

If to City: City of Alexandria – Office of Housing

Attn: Eric Keeler, Deputy Director

421 King Street

Alexandria, Virginia 22314

Email: eric.keeler@alexandriava.gov

Phone: 703-746-3085

With copy to: Office of the City Attorney

Attn: Christina Zechman Brown 301 King Street, Suite 215

Alexandria, Virginia 22314

Email: Christina.Brown@alexandriava.gov>

Phone: 703-746-3750

If to AHDC: c/o Alexandria Housing Development Corporation

1201 E. Abingdon Drive, Suite 210

Alexandria, Virginia 22314 Attn: Jon Frederick, President

Email: jfrederick@housingalexandria.org

Phone: 571-982-6174

With copy to: Klein Hornig LLP

1325 G St NW, Suite 770 Washington, DC 20005 Attn: Erik Hoffman

Email: ehoffman@kleinhornig.com

or in each case to such other address as any Party hereto may from time to time designate to the other Parties hereto by notice given pursuant to this Section.

Section 5.2 <u>Counterparts</u>. This Agreement may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

Section 5.3 <u>Further Assurances</u>. Each Party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

Section 5.4 <u>Rules of Construction</u>. AHDC and City have each read and fully understand the terms of this Agreement, and each has had the opportunity to have this Agreement reviewed by its own counsel. The rule of construction providing that ambiguities in an agreement shall be construed against the Party drafting the same shall not apply.

Section 5.5 <u>Governing Law</u>. The laws of the Commonwealth of Virginia will govern the validity, construction, interpretation and enforcement of this Agreement. With respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of the City of Alexandria, Virginia.

Section 5.6 <u>Waiver of Jury Trial.</u> TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN THE EVENT OF ANY LITIGATION BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 5.7 Civil Rights Compliance. The City and AHDC agree that no program participant shall be denied access to services provided under this Agreement due to race, sex, religion, sexual orientation, or national origin. AHDC agrees to comply with Title VI of the Civil Rights Act of 1964 and a sub-award recipient of Federal assistance from the United States DCHS of Treasury shall meet the legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the DCHS's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the implementing regulations at 31 CFR part 23; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

Section 5.8 <u>Hatch Act</u>. AHDC agrees to comply, as applicable, with the requirements of the Hatch Act, 5 U.S.C. §§ 1501-1508 and 7324-7328, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title 5 of the United States Code.

Section 5.9 <u>Indemnity</u>. AHDC shall indemnify and hold harmless the City, its officials and employees and agents from any and all claims, lawsuits, cost, damages, liabilities and other losses of any character (including attorney fees and litigation costs) to the extent caused by AHDC's negligent performance under this Agreement.

Section 5.10 <u>Subcontracts</u>. No portion of the services hereunder shall be subcontracted without the prior written consent of the City. In the event that AHDC desires to subcontract some

part of the Project specified herein, AHDC shall, however, remain fully liable and responsible for the services to be provided by its subcontractor(s) and shall assure compliance with all requirements of this Agreement. The parties acknowledge that AHDC will use subsidiaries and affiliates to perform aspects of the Project as described herein.

- Section 5.11 <u>Exhibits</u>. All exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference for all purposes.
- Section 5.12 <u>Execution</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Agreement may be executed via facsimile or by PDF electronic transmission and the facsimile or PDF signature of any Party shall be considered valid, binding and effective for all purposes.
- Section 5.13 <u>Severability</u>. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.
- Section 5.14 <u>No Personal Liability</u>. None of the officers, directors, employees, or agents of City or AHDC shall be personally or individually liable, in any manner whatsoever, for any debt, act, omission, or obligation of City or AHDC, as the case may be.
- Section 5.15 <u>Final Agreement</u>. This Agreement constitutes the final understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented, or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.
- Section 5.16 <u>Waivers</u>. No delay or omission by either Party to insist upon the strict performance of any of the other Party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.
- Section 5.17 <u>Successors</u>. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and assigns; provided that any assignment by AHDC must be to an entity related to and controlled by AHDC and such assignment must be approved in writing by the City.

[Signature page follows.]

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

AHDC:

AHDC GLEBE MOUNT VERNON, LLC

a Virginia limited liability company

By:

Alexandria Housing Development Corporation, a Virginia non-stock nonprofit corporation its sole member and managing member

Name: Jonathan Frederick

Title: Fresident and CEO

CITY:

CITY OF ALEXANDRIA,

a Virginia municipal corporation

By:

Emily Baker, Deputy City Manager, FOR

Name: Jim Parajon Title: City Manager

Approved as to form:

Christina Zechman Brown, Deputy City Attorney

# Exhibit A

Property

# Exhibit B

Subdivision Plat

# Exhibit C

Phase Summary/Diagram

# Exhibit D

Land Condo Rendering

# Exhibit E

City Funding Matrix

# Exhibit F

Budget (Subject to Revision by AHDC with City Approval)

# Exhibit A Property

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

#### Parcel 1:

Beginning at a point in the northerly line of Glebe Road (West), said point being South 49° 59' 29" East 234.83 feet from the point of curve of a twenty foot radius curve at the easterly right of way line of Russell Road, and being common to the most southerly corner of St. Rita's Catholic Church and the most westerly corner of former Lot 500 of redivision of Lot 40, McPherson Subdivision (Deed Book 493 at Page 122), said point now being the most westerly corner of Lot 602 of the aforesaid McPherson Subdivision; and running thence with the northwesterly line of aforesaid Lot 602 and St. Rita's Catholic Church, North 40° 00' 01" East 206.19 feet to a point, said point being the most northerly corner of aforesaid Lot 602 and also being in the lands of aforesaid St. Rita's Catholic Church; thence with the northeasterly line of aforesaid Lot 602, said line being common with the lands of aforesaid St. Rita's Catholic Church and in part common with the southwesterly right of way line of a public alley and the rear line of Lots 1, 2 and 3 of aforesaid McPherson Subdivision, South 58° 55' 40" East 242.30 feet of an angle point in the line of aforesaid Lot 1, McPherson Subdivision; thence South 69° 53' 10" East 41.30 feet to an angle point in aforesaid Lot 1, McPherson Subdivision; thence with the line of Lot 602 and aforesaid Lot 1, South 81° 50' 10" East 45.25 feet to a point in the most westerly right of way line of Mt. Vernon Avenue, said point being the common corner of Lot 602 and aforesaid Lot 1, McPherson Subdivision; thence with the westerly right of way line of Mt. Vernon Avenue, South 17° 52' 30" East 15.34 feet to a point, said point being the most northerly corner of the lands conveyed by John Barton Phillips, Special Commissioner of Sale, to Safeway Stores, Incorporated, by deed dated October 17, 1963 and recorded in Deed Book 587 at Page 444 (said lands formerly being of the Estate of Edmund J. Dwyer); thence continuing with the westerly right of way line of Mt. Vernon Avenue, South 17° 52' 30" East 56.06 feet to a point; thence with and binding on the line of the lands of aforesaid Safeway Stores, Incorporated (formerly Edmund J. Dwyer), South 24° 34' 00" West 283.19 feet to a point in the most northeasterly right of way line of Glebe Road; thence with aforesaid right of way line of Glebe Road along the arc of a curve deflecting to the right a distance of 19.03 feet to a point, said curve having a radius of 288.31 feet and a long chord bearing of North 46° 12' 15" West and arc distance of 19.03 feet; thence continuing with the most northeasterly right of way line of Glebe Road, North 44° 18' 48" West 88.3 feet to a point, said point being a common corner to aforesaid lands of Safeway Stores, Incorporated, and Lot 602, McPherson Subdivision; thence with the aforesaid northeasterly right of way line of Glebe Road, North 44° 03" 06" West 36.68 feet to a point; thence continuing with the northeasterly right of way line of Glebe Road along the arc of a curve deflecting to the left a distance of 300.10 feet, said curve having a radius of 2894.79 feet and a long chord bearing of North 47° 01' 18" West and a distance of 299.96 feet, to a point; thence continuing with the northeasterly right of way line of Glebe Road, North 49° 59' 29" West 10.43 feet to the place of beginning, and containing 102,993 square feet of land, more or less.

#### Parcel 2:

Lots numbers Four (4), Five (5), Six (6) and (7), of the subdivision of "McPherson", as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549, among the land records of Arlington County, Virginia.

#### Parcel 3:

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows: Lots numbers Four (4), Five (5), Six (6) and (7), of the subdivision of "McPherson", as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549, among the land records of Arlington County, Virginia.

#### Parcel 4:

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

Lots 8, 9, 10 and 11, McPherson's Subdivision of Hume Springs, as the same appears duly dedicated, platted and recorded among the land records of Arlington County, Virginia, in Deed Book 184 at Page 549.

#### Parcel 5:

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

Lot 1 of a plan of lots known as McPherson's subdivision, Hume Spring, as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549 among the land records of Arlington County, now annexed within the extended boundary limits of the City of Alexandria, Virginia.

#### Parcel 6:

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

All of Lots Two (2) and Three (3), in McPherson's Subdivision, Hume Spring, as the same is duly dedicated, platted and recorded in Deed Book 184 at Page 549, among the land records of Arlington County, Virginia.

### Exhibit B Subdivision Plat

(attached behind)

- THE PROPERTIES SHOWN HEREON ARE DESIGNATED BY THE CITY OF ALEXANDRIA, VIRGINAL, AS MAY—BELCXC-LOT NUMBERS 007.03-08-11, 015.01-04-03, 015.01-04-05, 015.01-04-05, 015.01-04-05, MD
- ALL EASEMENTS, DEDICATIONS, COVENANTS AND RESTRICTIONS BENEFITING THE CITY OF ALEXANDRIA, VIRGINIA REMAIN IN FULL FORCE AND EFFECT UNLESS SHOWN OTHERWISE ON THIS PLAT.
- THIS PLAT IS BASED ON THE BOUNDARY SURVEY PERFORMED BY WALTER L. PHILLIPS, INC. IN APRIL 2022.
- THE SITE SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE STATEM OF 1982, IAMD 83/10011 (EFOOD-2001) AS COMPUTED FROM A FIELD RAW BOUNDARY AND HORIZONIAL CONTROL SURVEY THAT TIES THIS SUBDIVISION BOUNDARY TO THE TOPCON GNSS RIK REFERENCE METWORK. THE REFERENCE DECOMMINATES IS 0. 999959567. THE FOOT DEFINITION WEBD FOR CONVERSION OF THE MANUMENT COORDINATES AND IN THE PERFORMANCE OF THIS SURVEY IS THE U.S. SURVEY FOOT.
- THERE ARE NO RESOURCE PROTECTION AREAS OR FLOOD PLAINS ON THESE PROPERTIES.
- THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE
  MAP FOR THE CITY OF ALEXAMORIA, VIRGINIA, MAP NUMBERS 51551900298.
  AND 5153190033E, REVISED JUNE 16, 2011, DESIGNATES THE PROPERTIES
  ANNUAL CHANCE FLOODPLAIN.

# AREA TABULATION

3,084 SQ.FT. OR 0.0708 ACRES 2,498 SQ.FT. OR 0.0573 ACRES 109,920 SQ.FT. OR 2.5234 ACRES 115,502 SQ.FT. OR 2.6515 ACRES CONSOLIDATION OF LOTS 1-3 AND LOT 602: STREET DEDICATION (W. GLEBE RD) ...... STREET DEDICATION (MT. VERNON AVE) ....

27,523 SQ.FT OR 0.0539 ACRES 27,523 SQ.FT OR 0.6318 ACRES 29,873 SQ.FT OR 0.6857 ACRES CONSOLIDATION OF LOTS 4-11: STREET DEDICATION (MT. VERNON AVE). LOT 502 TOTAL

VICINITY MAP

SCALE: 1"=2000"

# ALEXANDRIA ZONING ORDINANCE: SECTION 11-1714

MAT SHALL BE RECORDED IN THE OFFICE OF THE CLERK OF THE CLERK OF THE CLERK OF THE OFFICE OF THE CLERK WITHIN 18 MANTHS AFTER THE DATE OF APPROVAL. "THIS DATE OF APPROVAL." THIS NOT RECORDED PRICK TO

# OWNERS INFORMATION

AHDC GLEBE MOUNT VERNON, LLC 1201 E. ABINGDON DRIVE, SUITE 210 SOUTH RIDING, VA 20152

#### PAGE NO. DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES 5/25/2023 5/25/2023 DATE DATE DEPARTMENT OF PLANNING & ZONING COMMISSION 2022-10012 DEED BOOK NO. Karl Moritz (NJR) CHAIRMAN, PLANNING Subdivision number Alle M DIRECTOR DATE RECORDED APPROVED DOUB NUMBER INSTRUMENT NO.

PAGE

OWNER

**#**LO7 6-7

MAP-BLOCK-LOT #

I, JAMES A. MADISON, JR., A DULY LICENSED LAND SURYEYOR IN THE COMMONMEALTH OF VINGINIA. DO HERBY CERTIFY THAT I HANC CAREFULLY SURVEYED THE PROPERTIES NORLINEATED ON THIS PLAT OF SUBDIVISION, THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELLEF. THE PROPERTIES ARE IN THE MANKE OF

SURVEYOR'S CERTIFICATE

DEED BOOK INST: INST: INST: INST: INST: INST:

AHOC GLEBE MOUNT VERNON, LLC

602

015.01-04-03 015.01-04-04 015.01-04-05 015.01-04-06 015.01-04-09 007.03-08-11

## MCPHERSON SUBDIVISION AHDC ADDITION TO LOTS 501 AND 502

BEING THE RESUBDIVISION OF
LOTS 1-3 - MCPHERSON SUBDIVISION
DEED BOOK HAP PAGE 549
AND

LOT 602 - SAFEWAY STORES INCORPORATED

DEED BOWN GOP AGE 574

AND THE RESUBDIVISION OF
LOTS 4-11 - MCPHERSON SUBDIVISION
DEED BOWN GHA PAGE 549
CITY OF ALEXANDRIA, VIRGINIA

**MALTER L.** 

DATE: MAY 11, 2023

JAMES A. MADISON, J Lic. No.2764 05.11.2023

I FURTHER CERTIFY THAT THE LAND EMBRACED BY THIS RESUBDIVISION LIES ERTIRELY WITHIN THE BOONDS OF THE OR GINGHAL TRACT'S AND THAT ALL REQUIRED MONAMENTS. HAVE BEEN INSTALLED WHERE INDICATED EXCEPT THOSE THAT WILL BE INSTALLED AT A LATRE DATE BUT BEFORE COMPLETION OF THE PROJECT.

THIS PLAT IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM: VCS 1983 - NORTH ZONE.

GIVEN UNDER MY HAND THIS 11TH DAY OF MAY, 2023

Engineers - Surveyors - Planners

207 PARK AVENUE
FALLS CHURCH, VIRGINIA, 22046

FALLS CHURCH, VIRGINIA, 22046

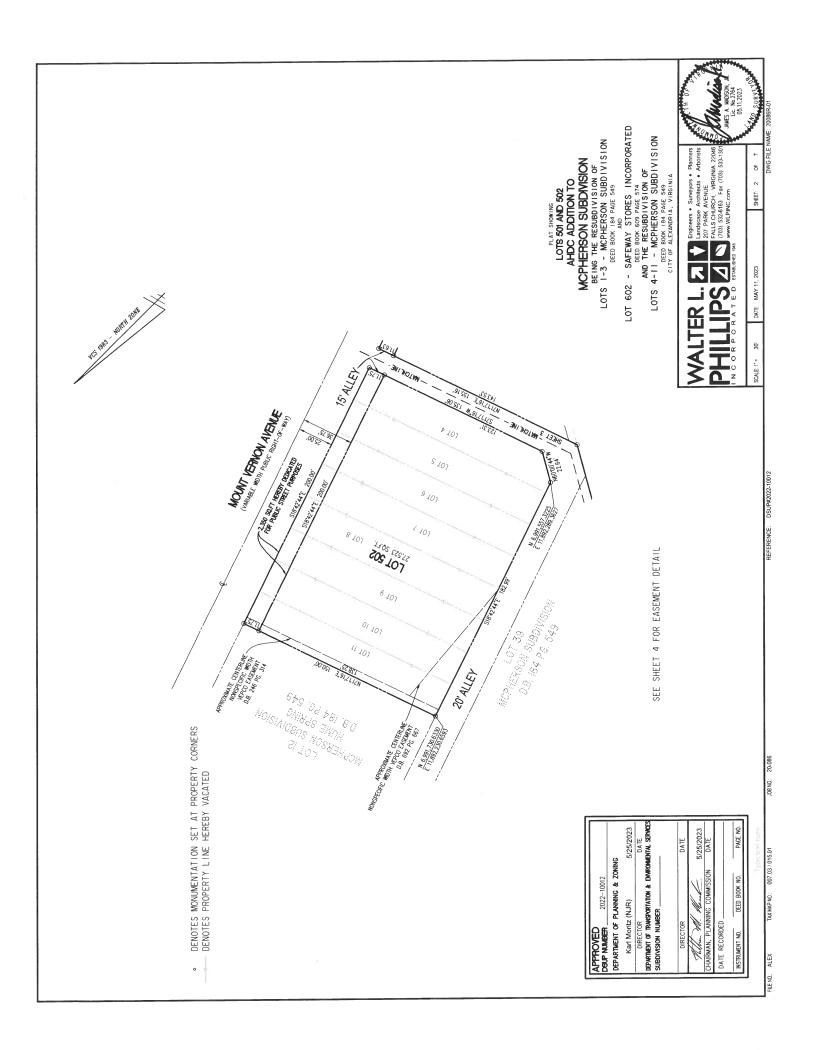
WWW.WLPHIC.com PHLIPS NCORPORATED

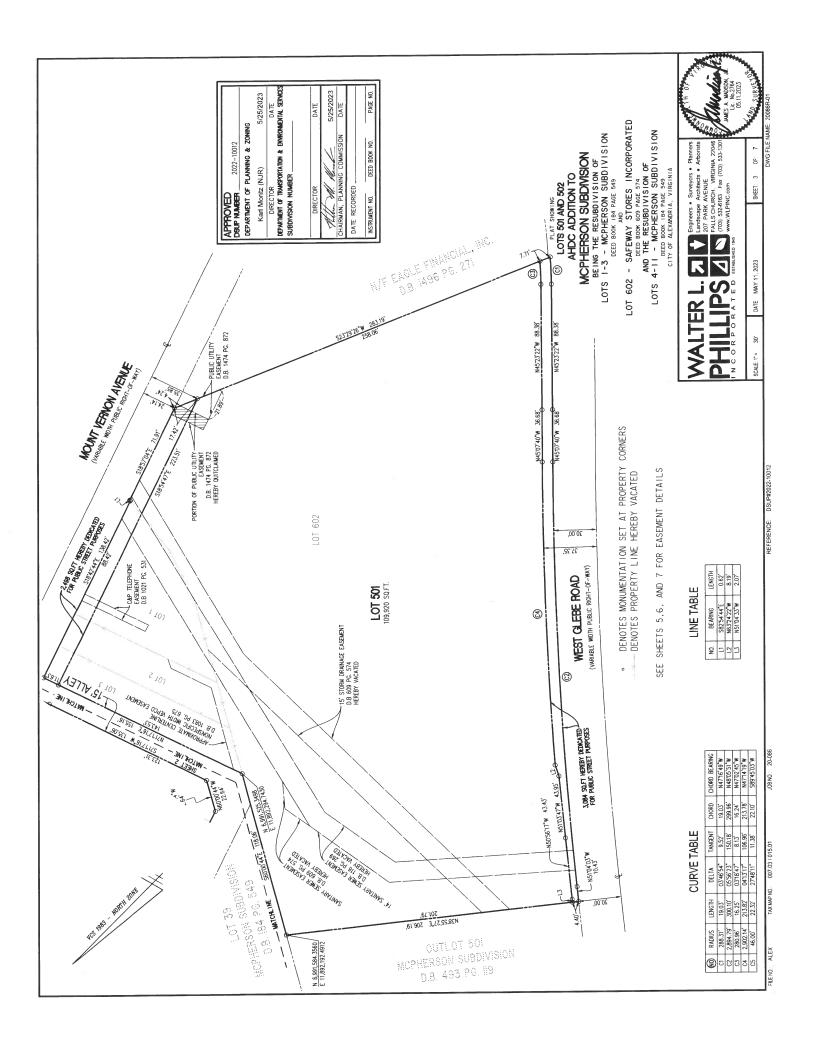
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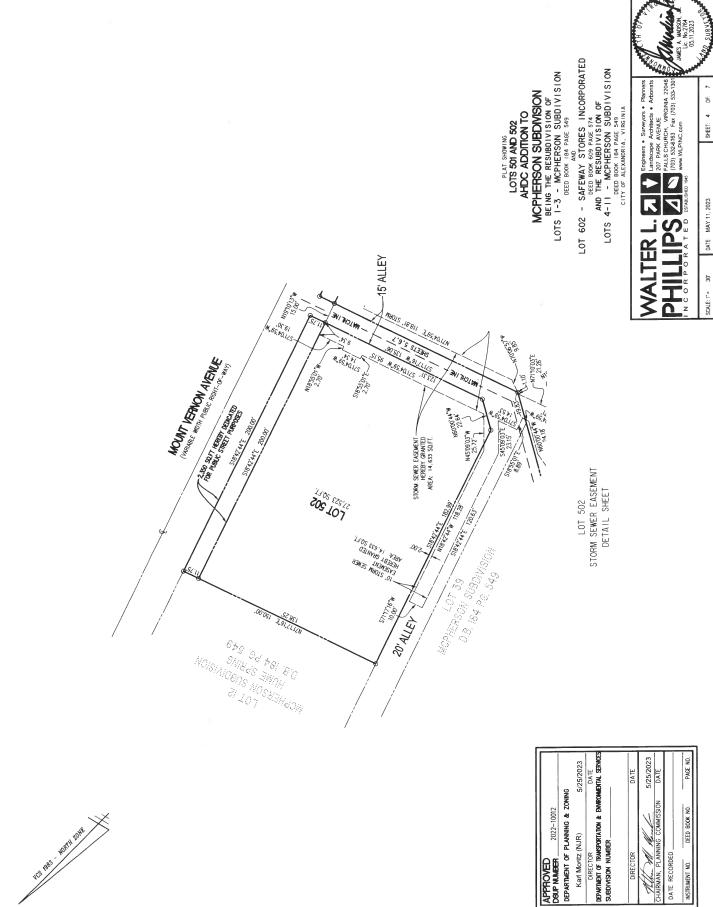
1007.03 / 015.01

REFERENCE: DSUP#2022-10013

SHEET: 1 OF:

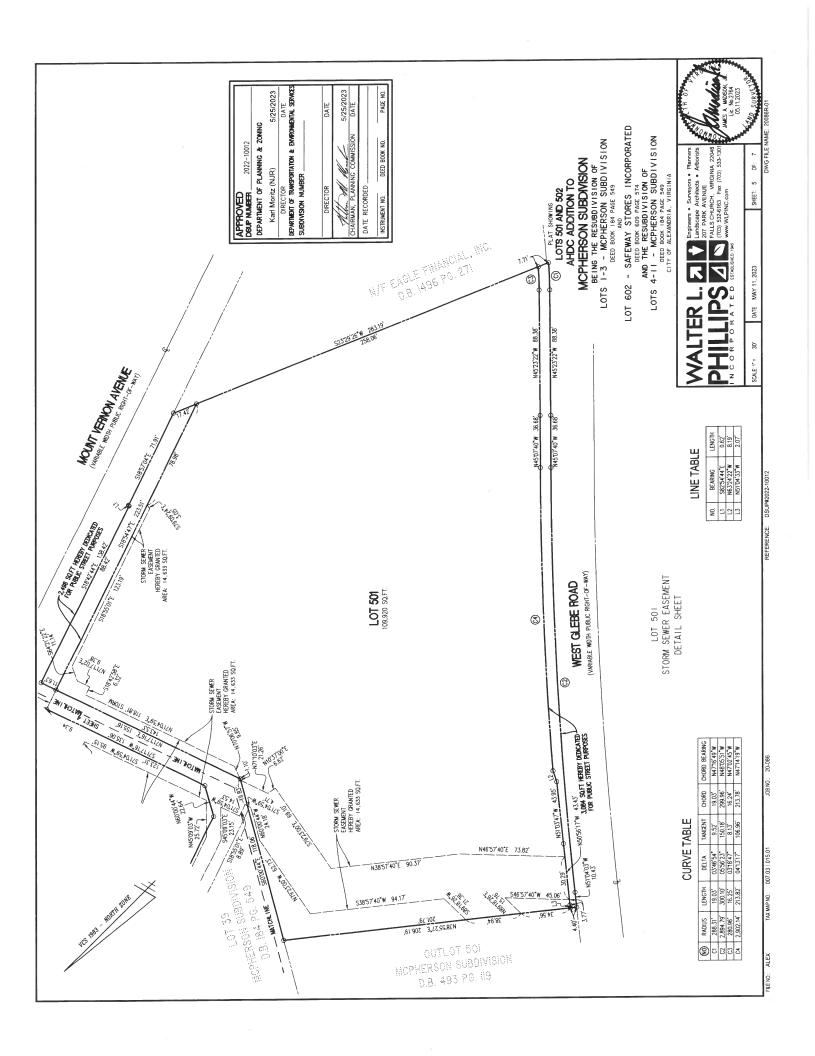


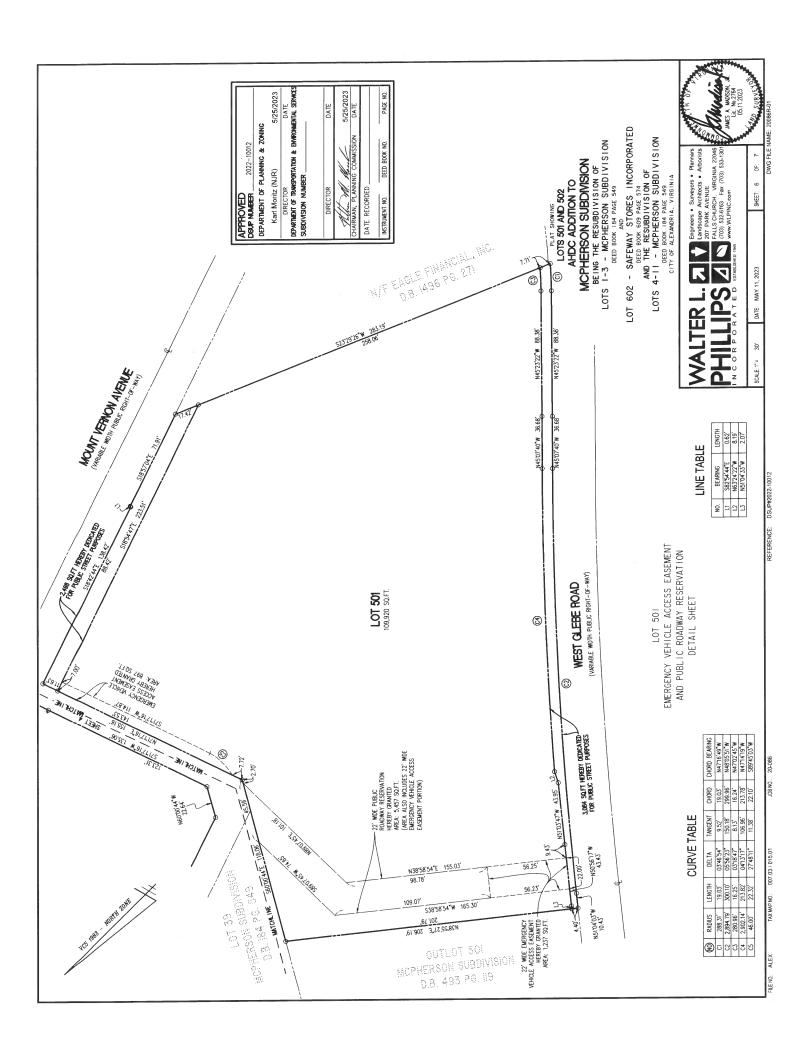


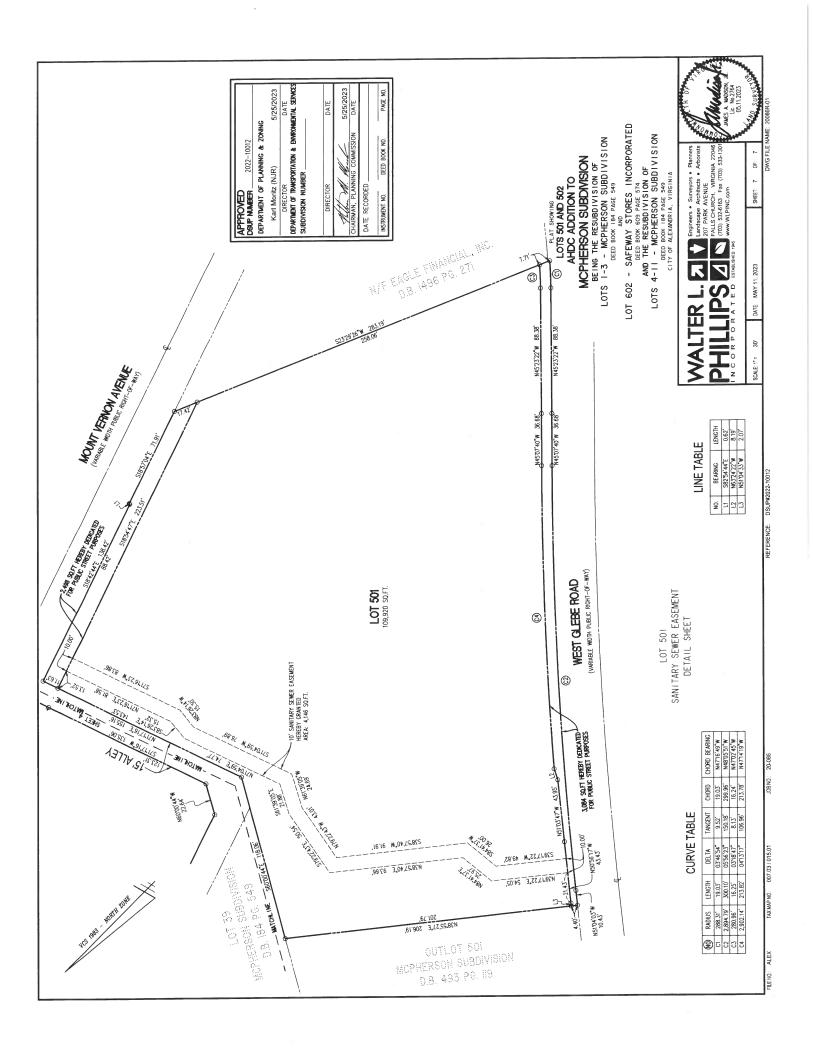


ALEX

TAX MAP NO.: 007.03 / 015.01







### Exhibit C Phase Summary/Diagram

(attached behind)

# PROJECT PHASING



### PHASE O

# Garage, Sitework & Infrastructure

- \$58 million development budget
- \$18.6 million acquisition value
- 379-space, two-level garage
- Financed via soft financing sources and Seller loan
- Construction beginning in Q3 2023



### BUILDING ONE (PHASES I & II)

- 416 Rental Units
  - 100% LIHTC Financing
- ~ 3,800 sf Retail Space
- Constructed in two phases
- 9% credits awarded in 2022 (shown in purple/pink)



### BUILDING ONE: PHASE I

• 206 Rental Units

 Construction starting in Q4 2024

Units delivering in Q2
2026



### BUILDING ONE: PHASE II

• 210 Rental Units

- Construction starting in Q1 2025
- Units delivering in Q3 2026

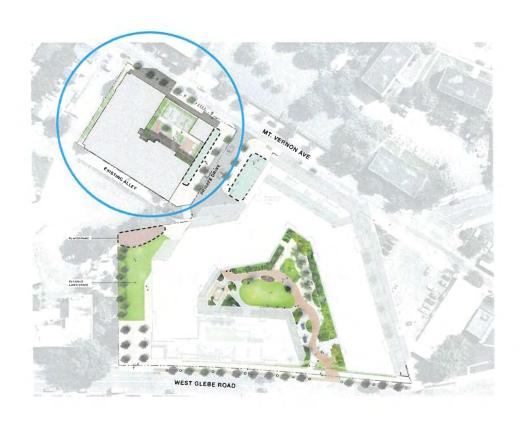


## PHASES I & II LIHTC STRUCTURE



## BUILDING TWO (PHASE III)

- 58 Residential Units
- ~ 32,000 sf Community-Serving Commercial Space
  - Healthcare Clinic
  - City Satellite/Flex Office Space
  - Early Childcare & Education Provider(s)



### Exhibit D Land Condo Rendering

(attached behind)

ALEXANDRIA, VA

MT VERNON AVE. AND WEST GLEBE RD.

R2-t





MT VERNON AVE. AND WEST GLEBE RD.

C2-t

ALEXANDRIA, VA





C1-t











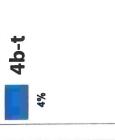


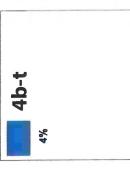


R2-t





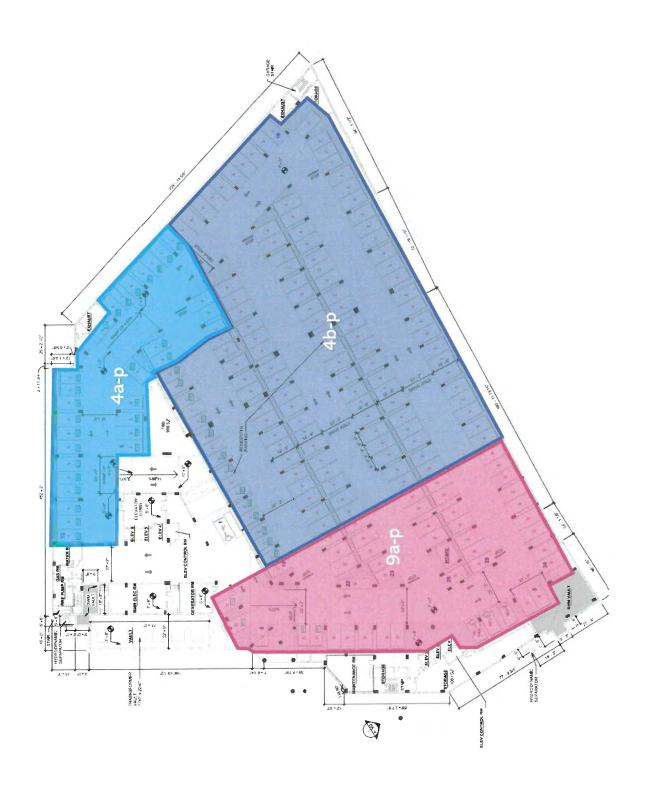












### Exhibit E City Funding Matrix

(attached behind)

	Amount	Source	Grant/Loan	Grantee	Construction Borrower / Sponsor Loan Recipient	Permanent Borrower / Sponsor Loan Recipient	Sponsor Loan	Grant Agreement	Loan Agreement	Dec. of Restrictive Covenants	Deed of Trust	Note	ROFR
	\$10,000,000	City General	Grant	AHDC Corporate	AHDC Glebe Mount Vernon, LLC / Phase 0	Phase 1 Entities	X	x					x
	\$2,000,000	City General (City Space)	Grant	AHDC Corporate	AHDC Glebe Mount Vernon, LLC / Phase 0	Unsure - see comments	X	x	and a date of the second				X
	\$1,500,000	Federal Earmark	Grant	AHDC Corporate	AHDC Glebe Mount Vernon, LLC / Phase 0	Phase 1 Entities	X	X					x
	\$2,500,000	Federal Home	Loan	N/A	9A-T	Phase 1 - 9A-T			x	x	x	x	х
\$10,500,000	\$246,944	CIP Housing Funds Dedicated Revenue Housing Trust Fund	Loan Loan Loan	N/A N/A N/A	Phase 0 Phase 0 Phase 0	Phase 1 - 9A-T Phase 1 - 9A-T Phase 1 - 9A-T			X	X	X	X	X
	\$5,700,000	CDBG 108	Loan	N/A	AHDC Glebe Mount Vernon LLC (Acquisition)	C1-t and parking condo - or 9a 4a as additional security?			X		X	x	X
\$12,300,000	\$2,753,056	CIP Housing Funds Dedicated Revenue Housing Trust Fund	Loan Loan Loan	N/A N/A N/A	AHDC Glebe Mount Vernon LLC / Phase 0	Phase 1 - 4A-T			X	X	x	x	x
	\$5,487,000		Grant	AHDC Corporate	AHDC Glebe Mount Vernon LLC / Phase 0	Phase 1 Enitities	x	X					
\$16,801,000	\$5,687,000	VH REACH	Grant	AHDC Corporate	AHDC Glebe Mount Vernon LLC / Phase 0	Phase II Entities	x	х					
	\$5,633,000	VH REACH	Grant	AHDC Corporate	AHDC Glebe Mount Vernon LLC / Phase 0	Phase III Entities	x	X					no introducer
\$22,000,000		City Funds - FY 25	Loan	N/A	AHDC Glebe Mount Vernon LLC / Phase 0 AHDC Glebe Mount Vernon	Phase II Entities							
\$13,000,000	3,000,000	City Funds - FY 26 Unfunded Unfunded	Loan	N/A	LLC / Phase 0	Phase II Entities Phase III Phase III Entities						OD HOUS	

### Exhibit F Budget

(attached behind)

#### HAIx Glebe - Mt Vernon Development Development Budget Glebe & Mt Vernon Proforma\_08.21.23

	PHASE 0	BUILDING #1	5 R. B. R. P. P.			100 100 200		Self All Track	SUNTE	D. Tolland	Service Control	Service of	200
	Garage & SW	TOTAL	Per SF	Per Unit	PHASE I (4%)	Per GSF	Per Unit	PHASE I (9%)	Per GSF	Per Unit	PHASE II (4%)	Per GSF	Per Unit
	10 to	The second second	525,033	416	COLUMN TO SECURE	175,857	130		102,809	76	THE RESIDENCE OF THE PARTY OF T	246,367	210
			250 spa	ces		78 spaces			46 20%	spaces		126 spaces	
Acquisition		Section of the sectio	100%			33%		Hillian Access	20%	STATE OF THE PARTY		47%	
Structure													
Land	18,595,000	15,145,000		36,406	4,733,000		36,408	2,767,000		36,408	7,645,000		36,405
Recording Fees													
Closing Costs													
Acquisition Subtotal	18,595,000	15,145,000		36,406	4,733,000	C Marin	36,408	2,767,000		36,408	7,645,000		36,405
Development Soft Costs													
Architectural and Design							1				1		
Schematic Design			0.00	0		0.00	_	l .	0.00			0.00	_
Design Development	488,485	2,876,975	5.48	6,916	1,165,291	6.63	8,964	681,247	6.63	8,964	1,030,437	4.18	
Construction Documention	400,403	2,070,575	0.00	0,510	1,103,231	0.00	0,501	001,211	0.00	0,504	1,050,157	0.00	
Construction Admin			0.00	ő		0.00			0.00	- 1		0.00	
Entitlement Support			0.00	٥		0.00			0.00			0.00	
Bid/Negotation		1 .	0.00	Ö	1	0.00		1 .	0.00		1 .	0.00	
Other/Miscellaneous		255,000	0.49	613	160,922	0.92	1,238	94,078	0.92	1,238		0.00	
Interior Design		295,565	0.56	710	186,522	1.06	1,435	109,043	1.06			0.00	
Landscape	250,150	253,303	0.00	710	180,322	0.00	1,435	105,043	0.00	1,433		0.00	
Reimbursables	230,130	175,000	0.33	421	94,660	0.54	728	55,340	0.54	728	25.000	0.10	
Engineering Fees		1/3,000	0.33	421	34,000	0.54	720	33,340	0.54	/20	25,000	0.10	117
Civil	336,204		0.00	0		0.00			0.00			0.00	
	330,204		0.00	ő		0.00			0.00			0.00	
Schematic		1	0.00	۷		0.00	- 1		0.00			0.00	
Design Development			0.00	0		0.00			0.00			0.00	
Construction (Permit Set)				0		0.00			0.00			0.00	
Construction Administration			0.00	0		0.00			0.00	1		0.00	
Survey	0.025		0.00	0		0.00	-		0.00			0.00	
Reimbursables	9,025		0.00	0		0.00	- 1	1	0.00		,	0.00	
Entitlement Support			0.00	0				1	0.00			0.00	
Other/Misc - Civil			0.00	0		0.00				1			
Structural		1	0.00	0		0.00	-		0.00		-	0.00	
MEP	12,900	-	0.00	0		0.00	-		0.00			0.00	
Dry Utility	771,311	*	0.00	0		0.00	~	-	0.00			0.00	
Geotech/Soils	41,526		0.00	0		0.00	- 1	1	0.00	4	-	0.00	
Environmental	44,960		0.00	0	-	0.00	-	1	0.00		-	0.00	
Phase I		-	0.00	0	-	0.00	-	7	0.00		-	0.00	
Phase II	-		0.00	0		0.00	,		0.00			0.00	
Hazardous Materials			0.00	0		0.00	-		0.00		~	0.00	
Other/Misc - Environmental	3,240		0.00	0	1	0.00	- }	1	0.00	- 1	•	0.00	
Traffic	88,788		0.00	0	-	0.00	-		0.00			0.00	
Acoustic	50,000		0.00	o		0.00	-		0.00			0.00	
Lighting	-		0.00	0		0.00	-		0.00		-	0.00	
Other/Misc - Engineering Fees			0.00	0		0.00	-		0.00	-		0.00	
Legal									A STATE OF THE STA				
Organization	20,000	80,000	0.15	192	25,000	0.14	192	14,615			40,385	0.16	
Loan Documents	112,500	450,000	0.86	1,082	140,625	0.80	1,082	82,212		and the second second	227,163	0.92	
Zoning	50,000	200,000	0.38	481	62,500	0.36	481	36,538			100,962	0.41	
Tax Credit	125,000	500,000	0.95	1,202	156,250	0.89	1,202	91,346			252,404	1.02	
Real Estate	187,500	750,000	1.43	1,803	234,375	1.33	1,803	137,019			378,606	1.54	
HUD/Govt/Tenant Relocation			0.00	0		0.00			0.00			0.00	
Other/Misc - Legal - Owner	Man A Common Com		0.00	0		0.00	Marie Control		0.00		130 Maria	0.00	

#### HAIx Glebe - Mt Vernon Development Development Budget Glebe & Mt Vernon Proforma\_08.21.23

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- 6	Garage & SW	TOTAL	Per SF	Per Unit	PHASE I (4%)	Per GSF	Per Unit	PHASE I (9%)	Per GSF	Per Unit	PHASE II (4%)	Per GSF	Per Unit
- 1	675,000	6 6									1		2,548
	29,000	30,000	0.06		1								71
	-	110,447	0.21	265	34,844	0.20	268	20,371		268	55,232		263
- 1	-	-	0.00	0	-	0.00	-			*	-		-
\$0	217,000	3,725,000	7.09	8,954	1,167,476	6.64	8,981	682,524		8,981	1,875,000		8,929
- 1	-	-	0.00	0	-	0.00	-		0.00	-	-	0.00	-
	14	-	0.00	0	-	0.00	. 4	-	0.00	-	-	0.00	-
	3,039,850		0.00	0	-	0.00	-		0.00	- 1	-	0.00	
3.70	THE LANGE	80,000	0.15	192	25,000	0.14	192	15,000	0.15	197	40,000	0.16	190
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	452.033	1.987.208	3.78	4,777	699,197	3.98	5,378	408,762	3.98	5,378	879,249	3.57	4,187
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	557,500							The second secon					15,994
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5.8%	739,211	836,053	1.59	2,010	304,136	1.73	2,340	177,802	1.73	2,340	354,115	1.44	1,686
	10,102,841	25,121,719	47.85	60,389	8,515,298	48.42	65,502	4,946,991	48.12	65,092	11,659,430	47.33	55,52
					Contract Contract		235 37 1			No.	A STATE OF		STATE OF
100	Second Property	The state of the s					THE STREET						
.00%	VIBRATE S	765,860	1.46	1,841	243,324	1.38	1,872	168,000	1.63	2,211	354,536	1.44	1,68
	The state of the s	360,000	0.69	865	THE RESERVE OF THE PARTY OF THE		and the same of th	60,000				0.73	85
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		Garage & SW  675,000 29,000 3,039,850  452,033 501,000 900,000 284,858 115,800 557,500 - 5,657	Garage & SW  675,000 29,000 1,125,000 30,000 110,447 3,039,850  3,039,850  452,033 1,987,208 501,000 900,000 284,858 1,651,028 115,800 201,300 185,000 280,000	Garage & SW	Garage & SW	Garage & SW	Garage & SW	Garage & SW   TOTAL   Per SF   Per Unit   PHASE   (4%)   Per GSF   Per Unit	Garage & SW	Garage & SW	Garge & SW		

#### HAIx Glebe - Mt Vernon Development Development Budget Glebe & Mt Vernon Proforma\_08.21.23

Lender Legal		arage & SW	TOTAL 320,000	Per SF 0.61	Per Unit	104,000	0.59	Per Unit	PHASE I (9%) 60,000	0.58	Per Unit 789	PHASE II (4%) 156,000	0.63	743
Inspections	60 2		170,000	0.32	409	58,000	0.33	446	25,000	0.24	329	87,000	0.35	414
Cost of Issuance/Bond Expense				0.00	0		0.00			0.00			0.00	
Capitalized Interest	100						0.00	Marian -		0.00			0.00	
Letter of Credit fees/rate			111,458	0.21	268	37,153	0.21	286	37,153	0.36	489	37,153	0.15	177
Interest Acq./Construction Loar	5.50%		11,561,742	22.02	27,793	3,591,935	20.43	27,630	2,770,175	26.94	36,450	5,199,632	21.11	24,760
Recording/Title/Closing	200	ALPHO DE PER	933,553	1.78	2,244	313,421	1.78	2,411	150,000	1.46	1,974	470,132	1.91	2,239
Permanent Loan Costs														
	1.00%		449,360	0.86	1,080	135,000	0.77	1,038	84,360	0.82	1,110	230,000	0.93	1,095
Lender Legal			540,000	1.03	1,298	180,000	1.02	1,385	90,000	0.88	1,184	270,000	1.10	1,286
Recording/Title/Closing			600,000	1.14	1,442	200,000	1.14	1,538	100,000	0.97	1,316	300,000	1.22	1,429
Perm Loan Broker Fee				0.00	0		0.00		· 一	0.00			0.00	hall 9 s
Predevelopment/Bridge Loan				0.00	0		0.00			0.00			0.00	
Predev/Bridge Loan Interest	200				0		0.00			0.00			0.00	
Origination Fee	11 11 11			0.00	0		0.00			0.00			0.00	
Other/Misc - Financing Costs				0.00			0.00	ALC: UNITED BY		0.00			0.00	
Seller Loan Interest During Construction			924,000	1.76	2,221	300,000	1.71	2,308	162,000	1.58	2,132	462,000	1.88	2,200
Amazon Funding	3 3		324,000	1.70	2,221	300,000	1.71	2,300	102,000	1.50	2,132	402,000	1.00	2,200
Interest During Construction				0.00	0		0.00	<b>医心脏器</b>		0.00			0.00	
Financing Subtotal			17,960,351	34.21	43,174	5,655,906	32.16	43,507	3,991,706	38.83	52,522	8,312,739	33.74	39,584
eserves Personal			2,236,650	4.26	5,377	695,950	3.96	5,353	409,891	3.99	5,393	1,130,810	4.59	5,385
Operating Reserve Debt Service	6		1,532,127	2.92	3,683	467,188	2.66	3,594	286,261	2.78	3,767	778,679	3.16	3,708
Lease Up Reserve			2,021,174	3.85	4,859	690,237	3.92	5,310	389,011	3.78	5,119	941,926	3.82	4,485
Replacement \$			2,021,174	0.00	4,039	030,237	0.00	3,510	303,011	0.00	3,113	541,520	0.00	4,403
Reserves Subtotal			5,789,951	11.03	13,918	1,853,375	10.54	14,257	1,085,163	10.56	14,278	2,851,414	11.57	13,578
anaturation Costs	- 1					1								
Construction Costs Construction/Rehab Costs	1	42,105,495	125,557,736	239.14	301,821	41,556,845	236.31	319,668	24,294,771	236.31	319,668	59,706,121	242.35	284,315
Tenant Improvements	693 F (4	STATE OF THE STATE	THE WELL STREET	0.00	0		0.00	THE STATE OF	\$	0.00	St. Salving	E Missie Land	0.00	
Construction Escalation	5%	The second of the same of the	5,865,016	11.17	14,099	1,790,083	10.18	13,770	1,046,510	10.18	13,770	3,028,422	12.29	14,421
	5,873	AND AND SOME	31,468,216	59.94	75,645	9,818,084	55.83	75,524	5,790,152	56.32	76,186	15,859,981	64.38	75,524
Demolition			-	0.00	0		0.00	-		0.00	-		0.00	
Off-Site Improvements		-	-	0.00	0		0.00	-		0.00	-	-	0.00	
Utility Undergrounding	l l	-		0.00	0		0.00	-	-	0.00			0.00	
Environmental Remediation	- 1	12,500	-	0.00	0	-	0.00	- 1	-	0.00	-	-	0.00	
Technology / Security		25,000	1,141,910	2.17	2,745	490,567	2.79	3,774	286,793	2.79	3,774	364,550	1.48	1,736
Site Work				0.00	0	-	0.00	-		0.00	-		0.00	
General Requirements	1	42,000		0.00	0	-	0.00	-		0.00	- 1	-	0.00	
General Conditions (Overhead)		-		0.00	0		0.00	-		0.00	-	-	0.00	
Builders Profit		-	-	0.00	0	-	0.00	-	-	0.00	-		0.00	
Bonding Fee		-	-	0.00	0		0.00	-		0.00			0.00	
GC Liability Insurance		-	-	0.00	0	-	0.00	-		0.00			0.00	
Construction Contingency	5.0%	2,329,665	6,625,745	12.62	15,927	2,177,574	12.38	16,751	1,273,044	12.38	16,751	3,175,127	12.89	15,120
Owner Contingency	5.0%	3,191,156	1,157,740	2.21	2,783	415,079	2.36	3,193	242,661	2.36	3,193	500,000	2.03	2,38
Retainage  Construction Total		47,705,816	171,816,364	0.00 <b>327.25</b>	413,020	56,248,232	319.85	432,679	32,933,931	320.34	433,341	82,634,201	335.41	393,490
		.,,,,,,,,,,	2.2,221,304									72.5		
Subtotal Project Costs		76,403,657	235,833,385	449.18	566,90	77,005,810	437.89	592,352	45,724,790	444.76	601,642	113,102,785	459.08	538,58
	3.8%		8,000,000	15.24	19,231	2,000,000	11.37	15,385	3,000,000	29.18	39,474	3,000,000	12.18	14,28

## GRANT AGREEMENT BETWEEN THE CITY OF ALEXANDRIA AND ALEXANDRIA HOUSING DEVELOPMENT CORPORATION

THIS GRANT AGREEMENT ("Agreement") is made this \_\_\_ day of December, 2023 by and between ALEXANDRIA HOUSING DEVELOPMENT CORPORATION ("AHDC" or "Grantee"), a Virginia nonprofit corporation, as Grantee and the CITY OF ALEXANDRIA, a Virginia municipal corporation ("City" or "Grantor" and together with AHDC, the "Parties"), as Grantor, for the purposes hereafter set forth.

### **RECITALS**

**WHEREAS**, the City has established the Housing Opportunities Fund ("HOF") for the purpose of providing funds for affordable housing and for programs and services that contribute to the delivery of housing services for low- and moderate-income households within the City of Alexandria, Virginia.

**WHEREAS**, AHDC is a Virginia nonprofit corporation committed to developing and maintaining affordable housing opportunities in the City;

WHEREAS, on June 27, 2023, the Alexandria City Council approved a funding package for the project which included a \$12,000,000 grant (the "Grant Funds") to AHDC to advance its work to improve the site and to develop a mixed-use project at 221 West Glebe Road, as well as 3610, 3612 and 3700 Mount Vernon Avenue ("Property"), that would contain approximately 474 new committed affordable and workforce units for households with incomes ranging from 40-80% AMI and approximately 35,800 square feet of commercial space. ("Redevelopment Project").

**WHEREAS**, the City having determined that the Redevelopment Project is eligible for funds, now desires to provide the Grant Funds to Grantee to support costs, work and studies related to due diligence and the financing of the Redevelopment Project.

**WHEREAS**, AHDC will complete the Redevelopment Project in distinct phases of residential and commercial use, including associated amenities and facilities, as described below, including:

a. "Phase 0": (i) acquisition, consolidation and subdivision of the Property, (ii) Parking and Podium Development (defined below), and (iii) imposition of a land condominium regime on the Property (the "Condos");

b. "Phase I": vertical residential development of two residential projects (the "Phase I Projects") financed in part with Federal Low Income Tax Credits ("LIHTC"); and

c. "Phase II": vertical residential development of one residential project (the "Phase II Project") financed in part with LIHTC.

Each phase shall be separate in all regards and will in no way be cross collateralized or cross defaulted.

WHEREAS, AHDC will construct a cold dark shell of approximately 2,500 square feet to be leased to the City for office use (the "City Satellite Office") as more particularly described

in Exhibit A attached hereto.

**WHEREAS**, the City will split the Grant Funds into two tranches, \$10,000,000 for general development costs (the "General Grant") and \$2,000,000 for the development of the City Satellite Office (the "City Office Grant" and together with the General Grant, the "Grants").

**WHEREAS**, the City and AHDC desire to enter into this Agreement to describe the terms of the Grants.

**NOW, THEREFORE,** in consideration of these premises, and in consideration of the mutual covenants and obligations hereafter set forth, together with the mutual benefits to be derived from entering into and performing this Agreement, the parties hereby covenant and agree as follows:

### TERMS OF THE AGREEMENT

- 1. Recitals. The recitals are incorporated herein by reference.
- 2. <u>Nature of Grant</u>. The City agrees to grant the Grantee the sum of up to \$12,000,000. Grantee may at its option, lend or subgrant the funds to an affiliate or affiliates as owners of the respective LIHTC Project or Projects with prior notice and approval by the City (the "Borrower").
- 3. <u>Purpose of Grant and Scope of Services; Project Phasing</u>. The Grant Funds shall be used exclusively for the work described below.
  - a) General Grant: The General Grant funds will be used to support the development costs for Phase 0 of the Redevelopment Project including demolition, relocation and installation of utilities, excavation, landscaping, hardscaping, construction of two-level garage, and construction of the cold dark shell for a future commercial space. The garage will include 379 spaces, utility rooms, storage rooms, maintenance offices, residential lobby, and amenity rooms. This work completed during Phase 0 is referred to as the "Parking & Podium Development."
  - b) City Office Grant: The City Office Grant funds will exclusively be used to support the development costs for the City Satellite Office.
- 4. <u>Amount and Source of Funds</u>. The \$12,000,000.00 grant is comprised of funds from the City's General Fund.
- 5. <u>Effective Date of Agreement</u>. This Agreement shall not become effective until it has been executed fully by authorized representatives of the City and Grantee and one of the accompanying duplicate copies of this Agreement is returned to the City's Office of Housing. This Agreement shall remain in effect until terminated as provided herein.

### 6. Disbursement of Funds, Project Phasing.

- a) The City shall disburse the Grant Funds to Grantee for expenses it has incurred as of the effective date of this Agreement through the use of a draw schedule approved by the Parties.
- b) To the extent that the City reasonably determines that it is necessary for the Grantee to execute any additional documents to carry out the purposes of this Agreement, Grantee covenants and agrees to execute such additional documents, provided that the same are in a form reasonably acceptable to the Grantee and its counsel.
- c) Disbursement Account: City will disburse \$2,000,000 of the Grant Funds to AHDC as of the effective date of this Agreement. AHDC will hold the Grant Funds in a designated account (the "Disbursement Account") and will make withdrawals only upon approval from the City.
- d) Draw Schedule: Grantee may request Grant Funds in one or more draws, as approved by City based on work performed and/or projected to be performed over the following month. Grantee must submit a draw request to the City. After the City approves the draw request in writing, AHDC may make a withdrawal of the approved amount from the Disbursement Account and the City will fund the same amount into the Disbursement Account. The City reserves the right to request from Grantee any supporting documentation City deems necessary to justify the draw request, as determined in City's sole discretion.

### 7. Security and Subordination.

- a) The Parties anticipate that AHDC will use the City Office Grant to make a loan to the AHDC Mount Vernon LLC (the "City Office Loan") and such loan will be evidenced by a promissory note ("City Office Note") and secured by a recorded Deed of Trust, in a form and substance acceptable to the City, (the "City Office DOT").
- b) The Parties anticipate that AHDC will use the General Grant to make a loan to the AHDC Mount Vernon LLC (the "General Loan") and the General Loan will be evidenced by a promissory note (the "General Note" and together with the City Office Note, the "Grant Notes") and secured by a recorded Deed of Trust, in a form and substance acceptable to the City, (the "General DOT" together with the City Office DOT, the "Grant DOTs").
- c) The Parties anticipate that AHDC Mount Vernon LLC will assign the General Loan to one or more of the owners of the Phase I Projects or will repay such loan and make a new loan to the respective owner of the Phase I Projects.

- d) The Condos will be subject to a lien securing the acquisition financing (the "Seller Take Back Security Interest") and any additional financing for the Redevelopment Project (together with the Seller Take Back Security Interest, the "Senior Financing").
- e) The Grant DOTs will be subordinate to the Senior Financing.
- f) AHDC will execute an assignment to the City, assigning its rights and interest in the Grant Notes and Grant DOTs to secure its obligations under this Agreement to the City, such assignment in a form and substance acceptable to the City ("Assignment"). Upon termination of this Agreement pursuant to Section 10b, such Assignment shall terminate.
- 8. Repayment Required. The Grantee agrees to repay the City Office Grant \$2,000,000.00 pursuant to this Agreement, or as much of that amount as it has actually drawn, if funds are not used as designated and/or City Satellite Office is not completed by July 1, 2026 ("Office Completion Date"). The City Satellite Office shall be deemed complete when it substantially meets the description outlined in Exhibit A. Such Office Completion Date is subject to extension due to delays from force majeure or at the election and upon notice of the Grantee to the City at any time prior to such Office Completion Date for up to three (3) times each of six (6) months, provided the Grantee is diligently pursuing such completion. In the event that Grantee anticipates requiring an extension, Grantee will provide notice to the City explaining the cause of the delay and the plan to resolve such delay and complete the City Satellite Office with an updated schedule.

The Grantee agrees to repay the General Grant \$10,000,000.00 pursuant to this Agreement, or as much of that amount as it has actually drawn, if funds are not used as designated and/or Phase 0 is not completed by July 1, 2026 ("Phase 0 Completion Date"), but such Phase 0 Completion Date is subject to extension due to delays from force majeure or at the election and upon notice of the Grantee to the City at any time prior to such Phase 0 Completion Date for three (3) times each of six (6) months, provided the Grantee is diligently pursuing such completion. In the event that Grantee anticipates requiring an extension, Grantee will provide notice to the City explaining the cause of the delay and the plan to resolve such delay and complete Phase 0 with an updated schedule.

#### 9. Default.

- a) The following acts and omissions shall constitute a default of the Agreement:
  - 1. If Grantee fails to use the Grant Funds for the purposes stated in this Agreement or uses the Grant Funds for some other purpose that has not been authorized in advance in writing by the City.
  - 2. If Grantee fails or omits to perform any material covenant, term,

condition, or obligation of the Agreement.

- 3. If Grantee fails to comply with any applicable federal, state, and local laws, ordinances, rules, and regulations, including (but not limited to) applicable laws regarding the use of funds from federal sources.
- b) If said default is not cured by Grantee within thirty (30) days after receipt of written notice of the default from the City or such longer period as necessary if the default is of such a nature that it cannot be cured within thirty (30) days and Grantee has diligently pursued the cure of such default (an "Event of Default"), then the City will have the following rights and remedies:
  - 1. Suspend any or all of its obligations under this Agreement until such time as the City determines that the events or conditions constituting the default have been corrected.
  - 2. Terminate this Agreement, but such termination shall not relieve the Grantee of liability for breach of and/or default under the Agreement that could not be cured with the use of such Grant Funds. Upon termination of the Agreement the City may, at its option, declare immediately due and payable all outstanding amounts of Grant Funds. After such declaration, default interest on the Grant Funds shall immediately begin to accrue interest charges at the rate of eight percent (8%) per annum, compounded annually, until paid to the City. Any partial payment made shall be applied first to outstanding interest and then to the balance of the Grant Funds.
  - 3. Pursue any of its remedies under this Agreement or the Assignment or any other agreement executed in connection with this grant.
  - 4. Pursue any other remedy allowed by law or equity.
- c) Attorney's Fees. Grantee agrees to pay to the City all of its reasonable attorney's fees and costs paid to outside counsel, if the City is the prevailing party in any legal proceeding to enforce the terms, obligations, or covenants of this Agreement, or to protect the City's interests in any bankruptcy or insolvency proceeding, whether voluntary or involuntary.

### 10. Termination of Agreement.

a) The City agrees not to terminate this Agreement unless an Event of Default has occurred and is continuing. The written notice of termination of this Agreement following expiration of all applicable cure periods shall be effective upon receipt by Grantee. In the event that the City terminates this Agreement, the Grantee agrees: (i) that it will pay on a timely basis any valid

unpaid bills associated with the Redevelopment Project incurred prior to termination by the Grantee with Grant Funds as permitted by the City and (ii) to return to the City any monies advanced by the City under this Agreement but not yet expended (unless being expended to satisfy the obligations in (i) above). The City shall rescind the termination of this Agreement if the Grantee cures the Event of Default.

- b) This Agreement shall terminate, other than such provisions that survive termination, upon substantial completion of Phase 0.
- 11. Property Acquisition and Phase 0. Grantee or Borrower proposes to acquire and pursue the development of the Property in accordance with applicable City Zoning Ordinance and the approvals given by City Council to any application of the Grantee or AHDC Glebe Mount Vernon, LLC (an affiliate of AHDC), as submitted and acted upon by the Planning Commission and City Council. Phase 0 shall be performed in accordance with, and comply with, all applicable federal, state, and local regulations, ordinances, laws, and rules, and with statutes governing said work.
- 12. Right of First Refusal. Upon the creation of the Condos and closing on Senior Financing for the Phase I Projects, the Borrower shall provide the City or its designee, a right of first refusal to purchase the Phase I LIHTC Projects in accordance with section 42(i)(7) of the Internal Revenue Code which is a below market purchase right only permitted for LIHTC projects and such right shall be subject to the approval of the City which will not be unreasonably withheld and will be subordinate to a right of refusal provided to AHDC by the Borrower. The City Right of First Refusal shall be exercisable for a sale to a third party (unrelated to AHDC) in the event that AHDC does not acquire the Property through an option or right of first refusal to be provided to AHDC. Prior to the respective tax credit condo unit closing, the City will have a right of first offer to match any terms and price in a sale (which will include an assumption of existing indebtedness as part of such price) if AHDC Glebe Mount Vernon, LLC receives an offer from a third party, unrelated purchaser and has determined to accept such offer. Such terms will provide for reasonable extensions to allow the City to perform its due diligence and seek any needed governmental approvals, not to exceed one hundred and twenty (120) days. This purchase right will terminate upon the closing of each and any Condo Unit Closing.
- 13. <u>Assumption of Loan</u>; <u>Sale or Transfer of Property</u>. The City's written approval must be obtained for the assumption of the City Office Loan by any entity if such entity is not controlled by an affiliate or subsidiary AHDC. City approval of an assumption by an affiliate or subsidiary of AHDC shall not be unreasonably withheld, delayed, or conditioned and shall be based on the City's review to confirm that: (1) the Phase I Projects continued operation as a low- and moderate-income housing and (2) notice being provided to the City. Any transfers of the Property not specifically contemplated herein shall require the approval of the City. The foregoing shall not affect the City's purchase rights under Section 12 hereof. Notwithstanding the foregoing, direct or indirect transfers of limited partnership interests in the Borrower may be made with the consent of the City which will not be unreasonably withheld, delayed, or conditioned.

- 14. Right of Access; Inspection. The City and its agents shall have the right of free access during normal business hours, after giving reasonable notice to Grantee, to all books, contracts, subcontracts, and records of Grantee related to the expenditure of the funds for this Redevelopment Project, including but not limited to records of the Disbursement Account. Any inspection by the City of records or other documentation shall be for the sole benefit of the City, and neither Grantee nor any other party (excluding the City) shall be entitled to rely upon such inspection or the results therefrom for any purpose whatsoever, including (but not limited to) the assertion of: (a) any claim or defense with respect to any failure by Grantee to perform in accordance with the terms of this Agreement or (b) any waiver or modification of the rights of the City or the obligations of Grantee under this agreement.
- 15. <u>Responsibility for Penalties</u>. Grantee shall be responsible for all penalties imposed by any entity arising out of or related to Grantee's failure to comply with any federal, state, or local law or regulation, or with the terms of this Agreement.
- 16. Indemnification. Grantee shall protect, indemnify, and hold harmless the City, its elected officials, officers, employees, and agents ("Indemnified Parties"), from and against all demands, liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs, and expenses (including, without limitation, disbursements and reasonable attorney's fees) imposed upon or incurred by or asserted against the City, or the elected officials, officers, agents, or employees of the City due to (a) any disbursement of sums of money in accordance with this Agreement (except for any willful misconduct or gross negligence of the Indemnified Parties); or (b) any other act or omission by Grantee of any nature whatsoever. If the City suffers any damage, loss, cost, obligation, or liability, or if any legal proceedings are instituted (whether frivolous or otherwise) against the City, its elected officials, officers, employees, and/or agents arising out of or related to this Agreement or arising out of or related to the acts set forth in (a) through (b), above, and the same is not a result of the intentional breach, gross negligence, or willful misconduct of City, then the City shall promptly give written notice thereof to Grantee, and Grantee shall, at its own expense, pay for or defend with counsel acceptable to the City, all such actions and pay for all damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs), in defense of such legal proceedings. Grantee shall pay all judgments, costs, expenses, and reasonable attorney's fees incurred by the City and the parties herein indemnified from such legal proceedings.
- 17. <u>Third Parties</u>. It is understood and agreed that the provisions of this Agreement are not intended, and shall not be construed, to benefit or protect any person or entity other than the parties hereto and their successors and assigns or to provide any such person or entity with any rights or remedies against the parties hereto. It is further understood and agreed that no such person or entity shall be entitled to rely upon the implementation or enforcement of any provision of this Agreement between the parties hereto.
- 18. <u>Governing Law</u>. This Agreement is entered into under and shall be governed, construed, and enforced in accordance with, the laws of the Commonwealth of Virginia and the ordinances of the City of Alexandria. Any action, suit, or proceeding of any nature,

whether legal or equitable, shall be brought solely in the Circuit Court of the City of Alexandria, Virginia, which shall be the only court having jurisdiction of the parties and of any matter arising out of or relating to this Agreement. The parties agree not to make any assertions that the foregoing venue creates any hardship or is otherwise inconvenient.

- 19. <u>Contract Documents Incorporated; Entire Agreement; Amendment</u>. This Agreement, all attachments thereto, represent the entire Agreement between the City and the Grantee and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement, all attachments thereto, may only be amended in writing, signed by both parties.
- 20. No Joint Venture or Partnership. Nothing contained in this Agreement and no other aspect of the relationship between the City and Grantee with regard to the grant shall be construed as creating a partnership, joint venture, or other relationship of or between the City and Grantee other than the relationship of Grantor and Grantee. All rights and obligations granted to or undertaken by either of the parties hereto shall be construed as incidents of the lender/Grantee relationship. With regard to this grant and unless agreed to in other documents with the written approval of the City, in no event shall the City be held liable for any of the debts, obligations, losses, or liabilities of Grantee. Grantee hereby agrees to indemnify and hold the City harmless from and against any loss, damage, liability, cost, or expense, including (without limitation) court costs and reasonable attorney's fees, arising from any claim by any third party against the City based upon the contention or allegation that the City is a partner or part of a joint venture with Grantee or that the City has any other relationship to Grantee other than that of a grantor with respect to the terms of this Agreement, provided that such claim is not the direct result of a statement or representation of the City. The indemnification provisions set forth in this paragraph shall survive the termination of this Agreement.
- 21. <u>Assignment</u>. Grantee and the City agree that this Agreement is not assignable in whole or in part to any third party without both parties' prior written consent, unless the assignment is to an AHDC controlled affiliate who becomes the owner of a Project.
- 22. <u>Notification</u>. Unless otherwise designated in writing, all notices required or permitted hereunder to be sent to Grantee shall be given in writing to:

c/o Jonathan Frederick, President Alexandria Housing Development Corporation (AHDC) 1201 E. Abingdon Drive, Suite 210 Alexandria, VA 22314 703-739-7775

Unless otherwise designated in writing, all notices required or permitted hereunder to be sent to the City shall be given in writing to:

Helen S. McIlvaine (or successor) Director, Office of Housing 421 King Street, Suite 215 Alexandria, Virginia 22314 703-746-4990

All notices shall be deemed served if hand-delivered or sent by United States registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service with signed evidence of receipt. Notices shall be effective upon receipt.

- 23. <u>Severability</u>. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance from this Agreement.
- 24. <u>Forbearance by City not a Waiver</u>. Any forbearance by the City in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of, any such right or remedy.
- 25. <u>Captions for Convenience</u>. The titles of the sections, subsections, and paragraphs throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid the interpretation, construction, or meaning of the provisions of this Agreement.
- 26. <u>Reporting Requirements</u>. Grantee understands and agrees that the City will monitor and evaluate the efforts of Grantee in performing its obligations hereunder, agrees to cooperate fully with the City monitoring efforts, and agrees to submit to the City such items of information reasonably requested by the City from time to time for monitoring purposes. Grantee agrees to maintain such financial records and other records as may be required by the City and by applicable laws, rules, and regulations.
- 27. <u>Counterparts</u>. This Agreement may be executed in separate counterparts, each of which will be deemed an original, and it will not be necessary in making proof of this Agreement, or the terms hereof, to produce or account for more than one of such counterparts provided that the counterpart produced bears the signature of the party sought to be bound. PDF, TIF, facsimile, or other electronic images of signatures will be deemed originals for all purposes.

[SIGNATURES ON THE FOLLOWING PAGES.]

IN WITNESS WHEREOF, the above parties have duly executed this Agreement as an instrument under seal and hereby agree to perform fully all covenants and agreements as set forth herein.

CITY OF ALEXANDRIA,
a Virginia municipal corporation

By:
Name Emily Baker
Title: Deputy City Manager
On behalf of James F. Parajon, City Manager

STATE OF VIRGINIA

City/County of ALEXANDRIA, to wit:

The foregoing instrument was acknowledged before me this 2nd day of 1 Cember, 2024 by 1 Manager

The foregoing instrument was acknowledged before me this 2nd day of 1 Cember, 2024 by 1 Manager

The foregoing instrument was acknowledged before me this 2nd day of 1 Cember, 2024 by 1 Manager

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Approved as to Form

GRANTEE:
Alexandria Housing Development Corporation, a Virginia non-stock nonprofit corporation
By Cat D Grel
Mame: Jonathan Frederick Title: President
STATE OF VIRGINIA
City/County of Alexana, to wit:
The foregoing instrument was acknowledged before me this 144 day of <u>December</u> , 223 by Jonathan Frederick, who is the President of Alexandria Housing Development Corporation, a Virginia nonprofit corporation.
Notary Public
My commission expires 4047 911
my commission expires May 11 2027

ALESSANDRA CATHERINE BROLIN Notary Public Commonwealth of Virginia Registration No. 8047911 My Commission Expires May 31, 2027

#### Exhibit A

Provide up to 2,500 square feet of professionally managed office space (City flex space) comprised of office, conference room and client meeting spaces based on standard City office specifications. Provide access to parking, restroom, and shared building amenities, including community meeting and/or training space for City and affiliate agency staff and visitors as to be outlined in a future lease agreement.

## Tab U:

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



## Virginia Housing Free Housing Education Acknowledgement

l	, ha	ve read, und	erstand, and	acknowledge,	I have
been presented information					
I understand that it is www.virginiahousing.com	•	ty to review	the website	link provided	d here
By signing below, I ackr contained this form.	nowledge that I ha	ave read, and	l understand t	he terms of a	II items
Resident Name:					
Resident Signature:					
Date:					

## Tab V:

Nonprofit or LHA Purchase Option or Right of First Refusal

RECORDING REQUESTED BY:	
AND WHEN RECORDED MAIL TO	):

#### RIGHT OF FIRST REFUSAL AGREEMENT

(Alexandria GMV 4A Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing
Date] by and among Alexandria GMV 4A, LLC, a Virginia limited liability company (the
"Owner" or the "Company"), Alexandria Housing Development Corporation, a Virginia
non-stock nonprofit corporation (the "Grantee"), and is consented to by AHDC GMV 4A, 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 130-unit apartment project for families located in Alexandria, Virginia and commonly known as "Alexandria GMV 4A Apartments" (the "Project"). The real property comprising the Project is legally defined on <a href="Exhibit A">Exhibit A</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"

<u>Right</u>") 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 "<u>Property</u>"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by 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 (14th) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.
- B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, 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 "<u>Purchase Price</u>") 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.

C. If the Investor Member removes the Managing Member from the Company for failure to cure a default under the Operating Agreement, the Investor Member may elect to release this Agreement as a lien against the Project upon first obtaining the prior written consent of Virginia Housing, which consent may be granted or withheld in Virginia Housing's sole discretion.

#### Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in the City of Alexandria, 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. <u>Conveyance and Condition of the Property</u>

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. <u>Transfer</u>

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, at 209 Madison Street #500, Alexandria, VA, 22314, Attn: Jon Frederick.

#### Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

#### Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

#### Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

#### Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow nonprofit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

#### Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

#### Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

#### Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

#### Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

#### Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project 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.

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

#### OWNER:

#### **ALEXANDRIA GMV 4A, LLC**

a Virginia limited liability company

By: AHDC GMV 4A, LLC

a Virginia limited liability company its sole and managing member

By: Alexandria Housing Development Corporation,

a Virginia non-stock nonprofit corporation its sole member and managing member

By: Name: Jonathan Frederick

Title: President and CEO

ALESSANDRA CATHERINE BROLIN ALESSANDRA CATHERINE BROLIN Notary Public Commonwealth of Virginia Registration No. 8047911 My Commission Expires May 31, 2027

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Alexandia

On  $\frac{10}{2}$ , 20  $\frac{21}{2}$ , before me, the undersigned, a notary public in and for said state, personally appeared Jonathan Frederick, 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 his capacity as President of Alexandria Housing Development Corporation the sole member of AHDC GMV 4A, LLC the, which is the managing member of Alexandria GMV 4A, LLC and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted. executed the instrument.

Notary Public:

Commission Expires: May 71, 2017

Registration No.: 804791

Right of First Refusal Agreement Alexandria GMV 4A Apartments Signature Page 1 of 4

#### **GRANTEE:**

#### ALEXANDRIA HOUSING DEVELOPMENT CORPORATION,

a Virginia non-stock nonprofit corporation its sole member and managing member

Name: Jonathan Frederick
Title: President and CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Alexanti-

On  $\slash\hspace{-0.6em}\cancel{15}$ , 20  $\slash\hspace{-0.6em}\cancel{15}$ , before me, the undersigned, a notary public in and for said state, personally appeared Jonathan Frederick, 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 his capacity as President of Alexandria Housing Development Corporation and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public:

Commission Expires: May 31, 227

Registration No.: 4847511

ALESSANDRA CATHERINE BROLIN
Notary Public
Commonwealth of Virginia
Registration No. 8047911
My Commission Expires May 31, 2027

Right of First Refusal Agreement Alexandria GMV 4A Apartments Signature Page 2 of 4 The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

#### MANAGING MEMBER:

AHDC GMV 4A, LLC

a Virginia limited liability company its sole and managing member

By:

Alexandria Housing Development Corporation, a Virginia non-stock nonprofit corporation its sole member and managing member

Bv:

Name: Jónathan Frederick Title: President and CEO

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Alexandra

On  $\sqrt{\mathcal{D}}$ , 20  $\overline{\mathcal{D}}$ , before me, the undersigned, a notary public in and for said state, personally appeared Jonathan Frederick, 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 his capacity as President of Alexandria Housing Development Corporation the sole member of AHDC GMV 4A, LLC and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: \_\_\_\_

Commission Expires: May 31, 2027

Registration No.: 8047911

ALESSANDRA CATHERINE BROLIN Notary Public Commonwealth of Virginia Registration No. 8047911 My Commission Expires May 31, 2027

Right of First Refusal Agreement Alexandria GMV 4A Apartments Signature Page 3 of 4

	gned hereby consents to the foregoing Right of First Refusal Agreement ក្រុងទទួល <b>(ស្រុ</b> ក្សែក្រុង)	as
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SPE	AL MEMBER:	
[ <u></u>	][]SPECIAL ED PARTNER, L.L.C., a[][	-
	d liability company	
	], LLC, a [] limited liability company, its manager	_]
	E OF	
CITY	COUNTY OF	
On nota	, 20 , before me, the undersigned, a y public in and for said state, personally appeared [	
	sonally known to me or proved to me on the basis of satisfactory nce to be	
the	dividual whose name is subscribed to the within instrument and owledged to me that he executed the same in his capacity as [	
	anager of [Investor Entity], a [ ] d liability company, and [ ] Special Limited Partner,	
[ <u> </u>	] limited liability company, and that by ture on the instrument, the entity, individual or the person on behalf in the individual acted, executed the instrument.	
	y Public	
	j : aono	

#### **EXHIBIT A**

#### LEGAL DESCRIPTION

The parcel will be approximately 150,118 square feet of the full site described below. It is depicted on the following renderings as 4a-t.

Full Site:

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Alexandria, VA and being more particularly described as follows:

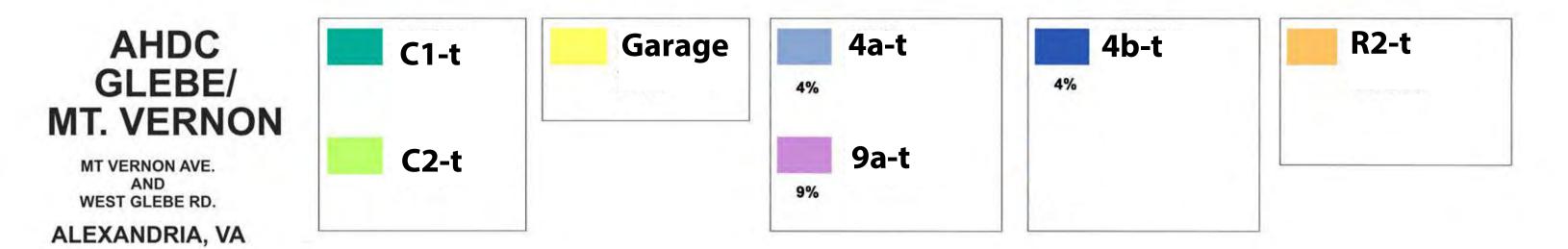
Beginning at a point in the northerly line of Glebe Road (West), said point being South 49° 59' 29" East 234.83 feet from the point of curve of a twenty foot radius curve at the easterly right of way line of Russell Road, and being common to the most southerly corner of St. Rita's Catholic Church and the most westerly corner of former Lot 500 of redivision of Lot 40, McPherson Subdivision (Deed Book 493 at Page 122), said point now being the most westerly corner of Lot 602 of the aforesaid McPherson Subdivision; and running thence with the northwesterly line of aforesaid Lot 602 and St. Rita's Catholic Church, North 40° 00' 01" East 206.19 feet to a point, said point being the most northerly corner of aforesaid Lot 602 and also being in the lands of aforesaid St. Rita's Catholic Church; thence with the northeasterly line of aforesaid Lot 602, said line being common with the lands of aforesaid St. Rita's Catholic Church and in part common with the southwesterly right of way line of a public alley and the rear line of Lots 1, 2 and 3 of aforesaid McPherson Subdivision, South 58° 55' 40" East 242.30 feet of an angle point in the line of aforesaid Lot 1, McPherson Subdivision; thence South 69° 53' 10" East 41.30 feet to an angle point in aforesaid Lot 1, McPherson Subdivision; thence South 69° 53' 10" East 41.30 feet to an angle point in the most westerly right of way line of Mt. Vernon Avenue, said point being the common corner of Lot 602 and aforesaid Lot 1, McPherson Subdivision; thence with the westerly right of way line of Mt. Vernon Avenue, South 17° 52' 30" East 15.34 feet to a point, said point being the most northerly corner of the lands conveyed by John Barton Phillips, Special Commissioner of Sale, to Safeway Stores, Incorporated, by deed dated October 17, 1963 and recorded in Deed Book 587 at Page 444 (said lands formerly being of the Estate of Edmund J. Dwyer); thence continuing with the westerly right of way line of Mt. Vernon Avenue, South 17° 52' 30" East 56.06 feet to a point, thence with and bindi

Lots numbers Four (4), Five (5), Six (6) and (7), of the subdivision of "McPherson", as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549, among the land records of Arlington County, Virginia.

Lots 8, 9, 10 and 11, McPherson's Subdivision of Hume Springs, as the same appears duly dedicated, platted and recorded among the land records of Arlington County, Virginia, in Deed Book 184 at Page 549.

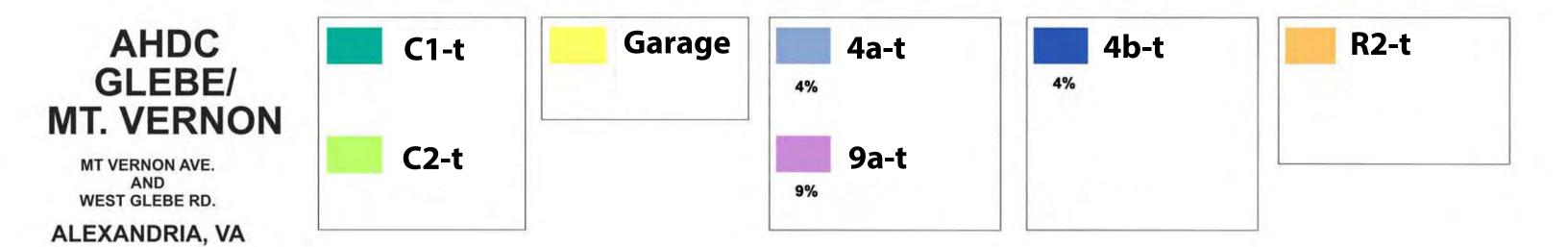
Lot 1 of a plan of lots known as McPherson's subdivision, Hume Spring, as the same appears duly dedicated, platted and recorded in Deed Book 184 at Page 549 among the land records of Arlington County, now annexed within the extended boundary limits of the City of Alexandria, Virginia.

All of Lots Two (2) and Three (3), in McPherson's Subdivision, Hume Spring, as the same is duly dedicated, platted and recorded in Deed Book 184 at Page 549, among the land records of Arlington County, Virginia.













## Tab W:

Internet Safety Plan and Resident Information Form (if internet amenities selected)

#### **RESIDENT INTERNET SERVICE - Acknowledgement of Responsibilities**

By signing below, I acknowledge that I have thoroughly reviewed the Internet Security Plan and understand the general rules of operation prior to use. I understand my responsibility as a user of the Internet and I agree to abide by the following Rules of Operation at all times.

#### **Rules of Operation**

- Computer usage for the purpose of illegal activity is absolutely NOT permitted and will be reported to authorities.
- Do not access pornographic or illicit sites via the internet.
- No smoking in the community room or business center.
- No profanity will be tolerated on-line or in-person.
- No rough-housing in the community room or business center.
- Surf at your own risk.

If there is any question regarding my or my child's behavior while using the community internet (including but not limited to, rough-housing, misuse of equipment, etc.), I or my child may be suspended from using the Internet service.

By:	
Name (Print):	Date

#### **ALEXANDRIA GMV 4A**

#### **INTERNET SECURITY PLAN**

The internet service at Alexandria GMV 4A will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

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





Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect



## Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.





### **Passwords**

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.

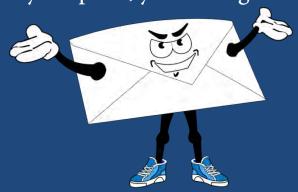
A great tool online that creates kid friendly passwords is the website,

# Spam (5)

Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.





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

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

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

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



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

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

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

### Adware

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

Through the addition of advertisments, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.



## Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside.

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.



### Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.





A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures (memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

### Social Media

Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.



Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

## Geotagging 🕳

Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.



# Be Careful of What You Say!



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

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation.



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts,

## Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to "groom".

What is grooming you say? Well, grooming is when a stranger(can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

### How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Anything that you write, pictures that you post, or videos that you upload can be used by your school to **suspend** you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

## Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to 12 months in prison.

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





## The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



## Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped.
   Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



## About Sexting



"Sexting" is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or seminude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



## About Sexting 🎏



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

## Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found.
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state.
   has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it



Information Provided By:
Office of the Attorney
General
202 North Ninth Street
Richmond, Virginia 23219
(804) 786-2071
www.ag.virginia.gov

## Tab X:

Marketing Plan for units meeting accessibility requirements of HUD section 504

# Alexandria GMV 4A Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the "Marketing Plan") has been designed to convey to current and potential residents with disabilities that Alexandria GMV 4A Apartments will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Alexandria GMV 4A Apartments. S.L. Nusbaum, the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, S.L. Nusbaum will be responsible for the development and management of community and resident services program.

#### I. Affirmative Marketing

S.L. Nusbaum is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. S.L. Nusbaum, it's Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of S.L. Nusbaum.

#### II. Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

#### 1. Networking

S.L Nusbaum will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- Endependence Center of Northern Virginia (703) 525-3268
- Virginia Board for People with Disabilities (804) 786-0016
- Virginia Department for Aging and Rehabilitative Services (804) 662 7078

#### Centers for Independent Living:

Disability Resource Center (703) 746 5999

- Access Independence, Inc. (540) 662-4452
- Horizon Behavior Health (434) 477-5000

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A "first preference" will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

#### 2. Internet Search

Alexandria GMV 4A Apartments will also be listed on the following websites:

www.virginiahousingsearch.com www.hud.gov www.craigslist.org accessva.org dbhds.virginia.gov

#### 3. Print Media

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

#### 4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property. Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

#### 5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- Brochures or news media coverage –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- Flyers As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- Resident Referral The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

#### III. Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. S.L Nusbaum encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

#### IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

#### Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance

#### **Application Processing**

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

nmittee will also use the following criteria in selecting applicants for occupancy:		
	Applicants must be individuals, not agencies or groups.	
	Applicants must meet the current eligibility income limits for tax credits and any other program requirements.	
	We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit <u>and</u> no negative rental history <u>and</u> no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.	
	Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.	
	We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;	
	• There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.	

- There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
- The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- □ Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Alexandria GMV 9A Apartments is located. The annual income is compared to the area's Income Limits to determine

eligibility.
Family composition must be compatible for units available on the property.
Applicants must receive satisfactory referrals from all previous Landlords.
Applicants must provide verification of full-time student status for all individuals listed on the application as full-time student for tax credit units.
Applicants must not receive a poor credit rating from the Credit Bureau and other credit reporting agencies and must demonstrate an ability to pay rent on time.
Applicants must provide a doctor's statement and/or other proof of any handicap or disability.
Applicants must provide a birth certificate or other acceptable HUD approved form of documentation for all household members.
Applicants must complete the Application for Lease and all verification forms truthfully.
Applicants must provide all information required by current Federal regulations and policies.
Applicants must have the demonstrated ability to maintain acceptable housekeeping standards.
Applicants must meet current Federal program eligibility requirements for tax credits and any other programs.
Preference will be given to those households whose family members are handicapped or disabled for housing in the units specifically designated for the handicapped or disabled.
Applicants who meet the above criteria will be placed on a waiting list based on the date and time of their application. If an applicant turns down a unit for any reason, the applicant will be moved to the bottom of the waiting list. If the applicant turns down a unit for any reason a second time, the applicant will be removed from the waiting list.
Held Vacant for 60 Days

Unit must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 60-point Units and 30-point Units, to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe. "Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 60-point Unit or a 30-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 60-point Unit or 30-point Unit, when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

## Tab Y:

Inducement Resolution for Tax Exempt Bonds

This deal does not require information behind this tab.

## Tab Z:

Documentation of team member's Diversity, Equity and Inclusion Designation

This deal does not require information behind this tab.

## Tab AA:

Priority Letter from Rural Development

This deal does not require information behind this tab.

## **TAB AB:**

Social Disadvantage Certification

This deal does not require information behind this tab.