
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.

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
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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.

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

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 1/25/2024

1. Development Name: Creighton Phase B

2. Address (line 1): 3127 Newbourne Street
 Address (line 2):
 City: Richmond State: VA Zip: 23223

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

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

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

6. Development is located in the census tract of: 202.00

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

8. Development is located in a Difficult Development Area..... TRUE

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

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

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

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

	3%	10%	12%
	FALSE	FALSE	FALSE

Enter only Numeric Values below:

13. Congressional District: 4
 Planning District: 8
 State Senate District: 79
 State House District: 14

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

72 new affordable units in one building. This development will include a mix of bedroom types 1,2 and 3.

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:

Chief Executive Officer's Name: Lincoln Saunders
 Chief Executive Officer's Title: Chief Administrative Officer Phone: (804) 646-5823
 Street Address: 900 E Broad Street
 City: Richmond State: VA Zip: 23219

Name and title of local official you have discussed this project with who could answer questions for the local CEO: Ms. Sherrill Hampton, Mr. Merrick Malone

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

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

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

B. RESERVATION REQUEST INFORMATION

1. Requesting Credits From:

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

[Shaded box]

or

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

New Construction

For Tax Exempt Bonds, where are bonds being issued?

Virginia Housing

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

Skip to Number 4 below.

2. Type(s) of Allocation/Allocation Year

[Shaded box]

Definitions of types:

a. Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2024.

b. Carryforward Allocation means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2024, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2024 credits pursuant to Section 42(h)(1)(E).

3. Select Building Allocation type:

[Shaded box]

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

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

5. Planned Combined 9% and 4% Developments

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

If true, provide name of companion development: [Shaded box]

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

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

Total Units within 9% allocation request? 0

Total Units within 4% Tax Exempt allocation Request? 0

Total Units: 0

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

6. Extended Use Restriction

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

Must Select One: 35

Definition of selection:

[Empty box]

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

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

C. OWNERSHIP INFORMATION

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

1. Owner Information:

Must be an individual or legally formed entity.

a. Owner Name: Creighton Phase B LLC

Developer Name: The Community Builders

Contact: M/M ▶ Mr. First: Juan MI: H Last: Powell

Address: 185 Dartmouth Street

City: Boston St. ▶ MA Zip: 02116

Phone: (202) 552-2512 Ext. Fax:

Email address: juan.powell@tcbinc.org

Federal I.D. No. 883424215 (If not available, obtain prior to Carryover Allocation.)

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

Additional Contact: Please Provide Name, Email and Phone number.
Beth Kennan 804-525-0568 beth.kennan@tcbinc.org / Brandon Moore brandon.moore@

- 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 disadvantaged 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:

- TRUE a. The development has an experienced sponsor (as defined in the manual) that has placed at least one LIHTC development in service in Virginia within the past 5 years.
Action: Provide one 8609 from qualifying development.
- TRUE 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:

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 00/00/0000 .

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

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

D. SITE CONTROL

3. Seller Information:

Name: Richmond Redevelopment & Housing Authority (RRHA)

Address: 600 E Broad Street

City: Richmond St.: VA Zip: 23219

Contact Person: Darrell Davis Phone: (804) 780-4893

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

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

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

<u>Names</u>	<u>Phone</u>	<u>Type Ownership</u>	<u>% Ownership</u>
The Community Builders (B.Mitchell)	(857) 221-8600	Majority	75.00%
Richmond Redevelopment & Housing	(804) 780-4023	Minority	25.00%
			0.00%
			0.00%
			0.00%
			0.00%

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Dara Newman Histed	This is a Related Entity.	FALSE
Firm Name:	Nixon Peabody	DEI Designation?	FALSE
Address:	799 9th Street, Suite 500 Washington, DC 20001		
Email:	dhisted@nixonpeabody.com	Phone:	(202) 585-8272
2. Tax Accountant:	Russell Phillips, CPA	This is a Related Entity.	FALSE
Firm Name:	Cohen Reznick	DEI Designation?	FALSE
Address:	7501 Wisconsin Avenue, #400e, Bethesda, MD 20814		
Email:	russell.phillips@cohenreznick.com	Phone:	301-280-3578
3. Consultant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	
4. Management Entity:	Krystle Pickett	This is a Related Entity.	FALSE
Firm Name:	SL Nusbaum	DEI Designation?	FALSE
Address:	1700 Wells Fargo Center, Norfolk, VA 23510		
Email:	kpickett@slnusbaum.com	Phone:	757-282-6515
5. Contractor:	Will Paulette	This is a Related Entity.	FALSE
Firm Name:	KBS	DEI Designation?	FALSE
Address:	8050 Kimway Drive, Richmond, VA 23228		
Email:	wpaulette@kbsgc.com	Phone:	(804) 262-0100
6. Architect:	Kim Coulder	This is a Related Entity.	FALSE
Firm Name:	Winks Snowa	DEI Designation?	FALSE
Address:	2119 East Franklin Street, Suite 200, Richmond, VA		
Email:	kcalder@ws-arch.com	Phone:	804-643-8196
7. Real Estate Attorney:	NA	This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:			
Email:	NA	Phone:	
8. Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Court, Midlothian, VA 23113		
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
9. Other:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE
Address:		Role:	
Email:		Phone:	

F. REHAB INFORMATION

1. Acquisition Credit Information

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

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

b. This development has received a previous allocation of credits..... **FALSE**
 If so, when was the most recent year that this development received credits? **0**

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

d. This development is an existing RD or HUD S8/236 development..... **FALSE**
Action: (If True, provide required form in **TAB Q**)

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

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

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

2. Ten-Year Rule For Acquisition Credits

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

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

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

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

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

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

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

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

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

- b. **Minimum Expenditure Requirements**
 - i. All buildings in the development satisfy the rehab costs per unit requirement of IRS Section 42(e)(3)(A)(ii)..... **FALSE**
 - ii. All buildings in the development qualify for the IRC Section 42(e)(3)(B) exception to the 10% basis requirement (4% credit only)..... **FALSE**
 - iii. All buildings in the development qualify for the IRC Section 42(f)(5)(B)(ii)(II) exception..... **FALSE**
 - iv. There are different circumstances for different buildings..... **FALSE**
Action: (If True, provide an explanation for each building in Tab K)

G. NONPROFIT INVOLVEMENT

<p>Applications for 9% Credits - Section 1 must be completed in order to compete in the Non Profit tax credit pool.</p>
<p>All Applicants - Section 2 must be completed to obtain points for nonprofit involvement.</p>

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

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: Other

Name: The Community Builders. Inc. (TCB)

Contact Person: Juan H. Powell

Street Address: 185 Dartmouth Street

City: Boston State: MA Zip: 7116

Phone: (202) 552-2512 Contact Email: juan.powell@tcbinc.org

G. NONPROFIT INVOLVEMENT

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

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

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

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: [Redacted]

or indicate true if Local Housing Authority..... TRUE

Name of Local Housing Authority Richmond Redevelopment & 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 Me

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	72	bedrooms	106
Total number of rental units in development	72	bedrooms	106
Number of low-income rental units	72	bedrooms	106
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	72	bedrooms	106
Number of adaptive reuse units:	0	bedrooms	0
Number of rehab units:.....	0	bedrooms	0
c. If any, indicate number of planned exempt units (included in total of all units in development).....			0
d. Total Floor Area For The Entire Development.....		85,727.30	(Sq. ft.)
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....		3,176.08	(Sq. ft.)
f. Nonresidential Commercial Floor Area (Not eligible for funding).....		0.00	
g. Total Usable Residential Heated Area.....		82,551.22	(Sq. ft.)
h. Percentage of Net Rentable Square Feet Deemed To Be New Rental Space		0.00%	
i. Exact area of site in acres	1.261		
j. Locality has approved a final site plan or plan of development.....		TRUE	
If True , Provide required documentation (TAB O).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. ACTION: Provide required zoning documentation (MANDATORY TAB G)			
l. Development is eligible for Historic Rehab credits.....		FALSE	

Definition:

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

H. STRUCTURE AND UNITS INFORMATION

2. UNIT MIX

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	996.26	SF	42	42
2BR Garden	1315.25	SF	26	26
3BR Garden	1623.40	SF	4	4
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			72	72

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

3. Structures

- a. Number of Buildings (containing rental units)..... 1
- b. Age of Structure:..... 0 years
- c. Maximum Number of stories:..... 4

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

- e. Commercial Area Intended Use: _____

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

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

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

- h. Development contains an elevator(s). TRUE
 - If true, # of Elevators. 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)

- | | | | |
|------------------------------|-------|-------------------------|-------|
| a. Business Center..... | FALSE | f. Limited Access..... | TRUE |
| b. Covered Parking..... | FALSE | 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: | |

l. Describe Community Facilities: This is part of the larger redevelopment of Creighton Court and amenities wi

m. Number of Proposed Parking Spaces 31
 Parking is shared with another entity TRUE

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

If **True**, Provide required documentation (**TAB K2**).

5. Plans and Specifications

a. Minimum submission requirements for all properties (new construction, rehabilitation and adaptive reuse):

- i. A location map with development clearly defined.
- ii. Sketch plan of the site showing overall dimensions of all building(s), major site elements (e.g., parking lots and location of existing utilities, and water, sewer, electric, gas in the streets adjacent to the site). Contour lines and elevations are not required.
- iii. Sketch plans of all building(s) reflecting overall dimensions of:
 - a. Typical floor plan(s) showing apartment types and placement
 - b. Ground floor plan(s) showing common areas
 - c. Sketch floor plan(s) of typical dwelling unit(s)
 - d. Typical wall section(s) showing footing, foundation, wall and floor structure
 Notes must indicate basic materials in structure, floor and exterior finish.

b. The following are due at reservation for Tax Exempt 4% Applications and at allocation for 9% Applications.

- i. Phase I environmental assessment.
- ii. Physical needs assessment for any rehab only development.

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

J. ENHANCEMENTS

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

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

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

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

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

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

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

- TRUE a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only.
- 59.30% b1. Percentage of brick covering the exterior walls.
- 40.70% b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations.
- TRUE c. 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.
- FALSE f. *Not applicable for 2024 Cycles*
- FALSE g. Each unit is provided free individual broadband/high speed internet access.
(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 l. 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 installed dehumidification system.
- or
- TRUE n. All Construction types: each unit is equipped with a permanent dehumidification system.
- FALSE o. 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 Tab F.
- FALSE s. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet.

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

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

2. Green Certification

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

The applicant will also obtain one of the following:

- FALSE Earthcraft Gold or higher certification
- FALSE National Green Building Standard (NGBS) certification of Silver or higher.
- FALSE LEED Certification
- TRUE Enterprise Green Communities (EGC) Certification

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

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

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

- TRUE Zero Energy Ready Home Requirements
- FALSE Passive House Standards

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

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

TRUE a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.

36 b. Number of Rental Units constructed to meet Virginia Housing's Universal Design standards:

50% of Total Rental Units

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

If not, please explain: _____

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

I. UTILITIES

1. Utilities Types:

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

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

- | | | | |
|---------------------|------------------------------------|----------------|------------------------------------|
| Water? | <input type="text" value="FALSE"/> | Heat? | <input type="text" value="FALSE"/> |
| Hot Water? | <input type="text" value="FALSE"/> | AC? | <input type="text" value="FALSE"/> |
| Lighting/ Electric? | <input type="text" value="FALSE"/> | Sewer? | <input type="text" value="FALSE"/> |
| Cooking? | <input type="text" value="FALSE"/> | Trash Removal? | <input type="text" value="FALSE"/> |

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	130	164	198	0
Air Conditioning	0	0	0	0	0
Cooking	0	0	0	0	0
Lighting	0	0	0	0	0
Hot Water	0	0	0	0	0
Water	0	0	0	0	0
Sewer	0	0	0	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$130	\$164	\$198	\$0

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

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

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

K. SPECIAL HOUSING NEEDS

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

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

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

TRUE

a. Any development in which (i) the greater of 5 units or 10% of 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.

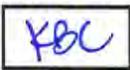
Documentation from source of assistance must be provided with the application.

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 tenants that are homeless or at risk of homelessness?

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

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

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

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

3. **Leasing Preferences**

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

waiting list? select: Yes

Organization which holds waiting list: Richmond Redevelopment & Housing Authority

Contact person: Kenyatta Green

Title: SVP, Affordable Housing Operations

Phone Number: (804) 780-3491

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 4
 % of total Low Income Units 6%

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

[Download Current CMA List from VirginiaHousing.com](http://VirginiaHousing.com)

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

4. Target Population Leasing Preference

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

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

First Name: Krystle
 Last Name: Pickett
 Phone Number: (757) 282-6515 Email: kpickett@slusbaum.com

5. Resident Well-Being (as defined in the manual)

Action: Provide appropriate documentation for any selection below (Tab 5)

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

6. Rental Assistance

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

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

FALSE Rental Assistance Demonstration (RAD) or other PHA conversion to project based rental assistance.

TRUE Section 8 New Construction Substantial Rehabilitation

- FALSE Section 8 Moderate Rehabilitation
- FALSE Section 811 Certificates
- TRUE Section 8 Project Based Assistance
- FALSE RD 515 Rental Assistance
- FALSE Section 8 Vouchers
*Administering Organization: _____
- FALSE State Assistance
*Administering Organization: _____
- FALSE Other: _____

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

FALSE

i. If True above, how many of the 30% units will not have project based vouchers? 0

- d. Number of units receiving assistance: 18
- How many years in rental assistance contract? 15.00
- Expiration date of contract: 11/15/2039
- There is an Option to Renew..... TRUE

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

7. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units? TRUE
If so, how many existing Public Housing units? 0

L. UNIT DETAILS

1. Set-Aside Election: UNITS SELECTED IN INCOME AND RENT DETERMINE POINTS FOR THE BONUS POINT CATEGORY

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

a. Units Provided Per Household Type:

Income Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
32	44.44%	50% Area Median
40	55.56%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
72	100.00%	Total

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
0	0.00%	30% Area Median
0	0.00%	40% Area Median
32	44.44%	50% Area Median
40	55.56%	60% Area Median
0	0.00%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
72	100.00%	Total

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

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

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

2. Unit Mix Grid

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

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


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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	60% AMI	17		688.25	\$970.00	\$ 16,490.00
Mix 2	1 BR - 1 Bath	60% AMI	7	1	688.05	\$970.00	\$ 6,790.00
Mix 3	1 BR - 1 Bath	50% AMI	10	1	688.05	\$770.00	\$ 7,700.00
Mix 4	1 BR - 1 Bath	50% AMI	7	2	688.05	\$1,357.00	\$ 9,499.00
Mix 5	1 BR - 1 Bath	50% AMI	1		659.42	\$1,357.00	\$ 1,357.00
Mix 6	2 BR - 2 Bath	60% AMI	7		988.30	\$1,156.00	\$ 8,092.00
Mix 7	2 BR - 2 Bath	50% AMI	4		978.72	\$916.00	\$ 3,664.00
Mix 8	2 BR - 2 Bath	50% AMI	2		986.02	\$1,491.00	\$ 2,982.00
Mix 9	2 BR - 2 Bath	60% AMI	4	1	987.88	\$1,156.00	\$ 4,624.00
Mix 10	2 BR - 2 Bath	50% AMI	4	2	978.30	\$1,491.00	\$ 5,964.00
Mix 11	2 BR - 2 Bath	60% AMI	2		985.60	\$1,156.00	\$ 2,312.00
Mix 12	2 BR - 2 Bath	60% AMI	3		1069.59	\$1,156.00	\$ 3,468.00
Mix 13	3 BR - 2 Bath	50% AMI	2		1293.23	\$1,891.00	\$ 3,782.00
Mix 14	3 BR - 2 Bath	50% AMI	2	1	1293.15	\$1,891.00	\$ 3,782.00

Mix 80						\$	-
Mix 81						\$	-
Mix 82						\$	-
Mix 83						\$	-
Mix 84						\$	-
Mix 85						\$	-
Mix 86						\$	-
Mix 87						\$	-
Mix 88						\$	-
Mix 89						\$	-
Mix 90						\$	-
Mix 91						\$	-
Mix 92						\$	-
Mix 93						\$	-
Mix 94						\$	-
Mix 95						\$	-
Mix 96						\$	-
Mix 97						\$	-
Mix 98						\$	-
Mix 99						\$	-
Mix 100						\$	-
TOTALS			72	8		\$	80,506.00

Total Units	72	Net Rentable SF:	TC Units	59,895.34
			MKT Units	0.00
			Total NR SF:	59,895.34

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

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$4,500
2. Office Salaries			\$54,000
3. Office Supplies			\$1,000
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$70,649
<u>7.48%</u> of EGI	<u>\$981.24</u>	Per Unit	
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$125
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$10,000
11. Telephone & Answering Service			\$3,000
12. Tax Credit Monitoring Fee			\$2,520
13. Miscellaneous Administrative			\$12,840
Total Administrative			\$158,634

Utilities

14. Fuel Oil			\$0
15. Electricity			\$26,352
16. Water			\$15,000
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$41,352

Operating:

19. Janitor/Cleaning Payroll			\$27,800
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$730
23. Trash Removal			\$2,500
24. Security Payroll/Contract			\$50,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$9,400
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$0
30. Repairs Contract			\$17,200
31. Elevator Maintenance/Contract			\$15,000
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$22,510
Totals Operating & Maintenance			\$145,140

M. OPERATING EXPENSES

Taxes & Insurance

38. Real Estate Taxes		\$59,000
39. Payroll Taxes		\$17,613
40. Miscellaneous Taxes/Licenses/Permits		\$0
41. Property & Liability Insurance	\$1,318 per unit	\$94,903
42. Fidelity Bond		\$0
43. Workman's Compensation		\$0
44. Health Insurance & Employee Benefits		\$2,415
45. Other Insurance		\$0
Total Taxes & Insurance		\$173,931

Total Operating Expense

\$519,057

Total Operating Expenses Per Unit

\$7,209

C. Total Operating

54.98%

Expenses as % of EGI

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

\$21,600

Total Expenses

\$540,657

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	1/10/2024	Beth Kennan
b. Site Acquisition	6/1/2024	Beth Kennan
c. Zoning Approval	In Place	Beth Kennan
d. Site Plan Approval	In Place	Beth Kennan
2. Financing		
a. Construction Loan		
i. Loan Application	1/16/2024	Beth Kennan
ii. Conditional Commitment	3/1/2024	Beth Kennan
iii. Firm Commitment	7/1/2024	Beth Kennan
b. Permanent Loan - First Lien		
i. Loan Application	1/16/2024	Beth Kennan
ii. Conditional Commitment	3/15/2024	Beth Kennan
iii. Firm Commitment	7/15/2024	Beth Kennan
c. Permanent Loan-Second Lien		
i. Loan Application	Complete	Beth Kennan
ii. Conditional Commitment	Complete	Beth Kennan
iii. Firm Commitment	7/15/2024	Beth Kennan
d. Other Loans & Grants		
i. Type & Source, List	ARPA, HIEE, City of Richmond HOME	Beth Kennan
ii. Application	Awarded	Beth Kennan
iii. Award/Commitment	Awarded	Beth Kennan
2. Formation of Owner	Complete	Beth Kennan
3. IRS Approval of Nonprofit Status	Complete	Beth Kennan
4. Closing and Transfer of Property to Owner	7/15/2024	Beth Kennan
5. Plans and Specifications, Working Drawings	3/15/2024	Beth Kennan
6. Building Permit Issued by Local Government	7/15/2024	Beth Kennan
7. Start Construction	8/1/2024	Beth Kennan
8. Begin Lease-up	11/1/2025	Beth Kennan
9. Complete Construction	12/1/2025	Beth Kennan
10. Complete Lease-Up	2/1/2026	Beth Kennan
11. Credit Placed in Service Date	12/1/2025	Beth Kennan

O. PROJECT BUDGET - HARD COSTS

Cost/Basis/Maximum Allowable Credit

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

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
1. Contractor Cost				
a. Unit Structures (New)	13,116,462	0	13,116,462	0
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
<input type="checkbox"/> e. Structured Parking Garage	0	0	0	0
Total Structure	13,116,462	0	13,116,462	0
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
<input type="checkbox"/> h. Renewable Energy	0	0	0	0
i. Roads & Walks	788,888	0	788,888	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	0	0	0	0
q. Other Site work	0	0	0	0
Total Land Improvements	788,888	0	788,888	0
Total Structure and Land	13,905,350	0	13,905,350	0
r. General Requirements	87,462	0	87,462	0
s. Builder's Overhead	344,250	0	344,250	0
(2.5% Contract)				
t. Builder's Profit	354,568	0	354,568	0
(2.5% Contract)				
u. Bonds	68,850	0	68,850	0
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: <input type="checkbox"/>	0	0	0	0
z. Other 2: <input type="checkbox"/>	0	0	0	0
aa. Other 3: <input type="checkbox"/>	0	0	0	0
Contractor Costs	\$14,760,480	\$0	\$14,760,480	\$0

Construction cost per unit: \$205,006.67

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$1,946,749

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$786,280

O. PROJECT BUDGET - OWNER COSTS

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	40,000	0	40,000	0
b. Architecture/Engineering Design Fee \$6,185 /Unit)	445,300	0	445,300	0
c. Architecture Supervision Fee \$1,278 /Unit)	92,000	0	92,000	0
d. Tap Fees	0	0	0	0
e. Environmental	4,600	0	3,450	0
f. Soil Borings	0	0	0	0
g. Green Building (Earthcraft, LEED, etc.)	35,805	0	35,805	0
h. Appraisal	9,000	0	9,000	0
i. Market Study	9,000	0	9,000	0
j. Site Engineering / Survey	102,000	0	102,000	0
k. Construction/Development Mgt	0	0	0	0
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	158,550	0	101,472	0
n. Construction Interest (0.0% for 0 months)	896,043	0	430,313	0
o. Taxes During Construction	20,000	0	20,000	0
p. Insurance During Construction	102,000	0	86,700	0
q. Permanent Loan Fee (0.0%)	62,850			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	172,675	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	40,000	0	40,000	0
v. Title and Recording	100,000	0	80,000	0
w. Legal Fees for Closing	175,000	0	105,000	0
x. Mortgage Banker	58,100	0	0	0
y. Tax Credit Fee	68,889			
z. Tenant Relocation	225,457			
aa. Fixtures, Furnitures and Equipment	40,000	0	40,000	0
ab. Organization Costs	0			
ac. Operating Reserve	441,675			
ad. Contingency	0			
ae. Security	20,000	0	20,000	0
af. Utilities	15,180	0	15,180	0
ag. Supportive Service Reserves	288,000			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:	Rent-up & Marketing	9,000	0	0	0
(2) Other* specify:	LIHTC Consultant	25,000	0	0	0
(3) Other* specify:	Section 3 Consultant	18,000	0	18,000	0
(4) Other* specify:	Interior Design	37,500	0	37,500	0
(5) Other* specify:	Initial Op. Deficit Escrow	75,000	0	0	0
(6) Other* specify:	Predev Interest and Fees	99,000	0	99,000	0
(7) Other* specify:	Tax Escrow	29,500	0	0	0
(8) Other* specify:	Out of Balance Fee	182,602	0	54,708	0
(9) Other* specify:	Other	97,905	0	39,903	0
Owner Costs Subtotal (Sum 2A..2(10))		\$4,195,631	\$0	\$1,924,331	\$0
Subtotal 1 + 2 (Owner + Contractor Costs)		\$18,956,111	\$0	\$16,684,811	\$0
3. Developer's Fees		1,967,962	0	1,967,962	
4. Owner's Acquisition Costs					
Land		278,764			
Existing Improvements		0	0		
Subtotal 4:		\$278,764	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$21,202,837	\$0	\$18,652,773	\$0

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

(Provide documentation at Tab E)

\$0	Land
\$0	Building

Maximum Developer Fee:

\$1,968,790

Proposed Development's Cost per Sq Foot \$244 **Meets Limits**
 Applicable Cost Limit by Square Foot: \$344

Proposed Development's Cost per Unit \$290,612 **Meets Limits**
 Applicable Cost Limit per Unit: \$331,194

P. ELIGIBLE BASIS CALCULATION

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Total Development Costs	21,202,837	0	18,652,773	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 quality (or excess portion thereof)		0	0	0
d. Historic Tax Credit (residential portion)		0	0	0
3. Total Eligible Basis (1 - 2 above)		0	18,652,773	0
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)				
a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>			5,595,832	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)			0	0
c. For Green Certification (Eligible Basis x 10%)				0
Total Adjusted Eligible basis			24,248,605	0
5. Applicable Fraction		100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)		0	24,248,605	0
7. Applicable Percentage		4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)		\$0	\$969,944	\$0
(Must be same as BIN total and equal to or less than credit amount allowed)			\$969,944 Combined 30% & 70% P. V. Credit	

Q. SOURCES OF FUNDS

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

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds	Name of Contact Person
1. VHDA ST Bonds			\$4,760,000	
2. VHDA LT Bonds			\$5,810,000	
3.				
Total Construction Funding:			\$10,570,000	

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

Source of Funds	Date of Application	Date of Commitment	<i>(Whole Numbers only)</i>		Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
			Amount of Funds	Annual Debt Service Cost			
1. VHDA TE Perm			\$5,810,000	\$343,143	5.15%	40	40
2. DHCD VHTF			\$700,000	\$3,500	0.50%	9999	40
3. DHCD NHTF			\$700,000	\$0	0.50%	-9999	40
4. Seller Note			\$278,764		4.00%		40
5. DHCD HIEE			\$1,800,640		0.00%		40
6. Richmond HCD ARPA/AHTF			\$700,000		4.00%		40
7. RRHA Funds			\$1,600,000		4.00%		40
8. Richmond HCD HOME			\$300,000		4.00%		40
9.							
10.							
Total Permanent Funding:			\$11,889,404	\$346,643			

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

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

Q. SOURCES OF FUNDS

4. Subsidized Funding

	Source of Funds	Date of Commitment	Amount of Funds
1.	DHCD HIEE		\$1,800,640
2.	DHCD VHTF		\$700,000
3.	DHCD NHTF		\$700,000
4.			
5.			
Total Subsidized Funding			\$3,200,640

5. Recap of Federal, State, and Local Funds

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

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

Below-Market Loans

TE: See Below For 50% Test Status

a.	Tax Exempt Bonds	\$10,570,000
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$0
l.	Other:	\$0

Market-Rate Loans

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

Grants*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

Q. SOURCES OF FUNDS

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

For purposes of the 50% Test, and based only on the data entered to this application, the portion of the aggregate basis of buildings and land financed with tax-exempt funds is: **55.83%**

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

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

[Empty text box for listing financing and credit enhancements]

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

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

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

c. **FALSE** Other [Empty text box]

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

R. EQUITY

1. Equity

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit				
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	= \$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	= \$0
b. Housing Opportunity Tax Credit Request (paired with 4% credit requests only)				
Amount of State HOTC	\$0	x Equity \$	\$0.000	= \$0
c. Equity that Sponsor will Fund:				
i. Cash Investment	\$100			
ii. Contributed Land/Building	\$0			
iii. Deferred Developer Fee	\$487,795	(Note: Deferred Developer Fee cannot be negative.)		
iv. 45L Credit Equity	\$0			
v. Other:	\$0			

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

Equity Total \$487,895

2. Equity Gap Calculation

a. Total Development Cost	\$21,202,837
b. Total of Permanent Funding, Grants and Equity	- <u>\$12,377,299</u>
c. Equity Gap	\$8,825,538
d. Developer Equity	- <u>\$886</u>
e. Equity gap to be funded with low-income tax credit proceeds	\$8,824,652

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:	▶ RBC Capital Markets		
Contact Person:	Stephen Lee	Phone:	(980) 233-6447
Street Address:	6805 Carnegie Blvd		
City:	Charlotte	State:	NC
		Zip:	28211

b. Syndication Equity	
i. Anticipated Annual Credits	\$969,839.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.910
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.99000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$969,742
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$8,824,652

c. Syndication:	Private
d. Investors:	Corporate

4. Net Syndication Amount \$8,824,652
Which will be used to pay for Total Development Costs

5. Net Equity Factor 90.9999964268%
Must be equal to or greater than 85%

S. DETERMINATION OF RESERVATION AMOUNT NEEDED

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

1. Total Development Costs		<u>\$21,202,837</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$12,377,299</u>
3. Equals Equity Gap		<u>\$8,825,538</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>90.9999964268%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$9,698,394</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$969,839</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$969,944</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$969,839</u>
	For 70% PV Credit:	<u>\$0</u>
Credit per LI Units	<u>\$13,469.9861</u>	
Credit per LI Bedroom	<u>\$9,149.4245</u>	
	Combined 30% & 70% PV Credit Requested	\$969,839

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		\$80,506
Plus Other Income Source (list):	Laundry and vending and resident service e	\$2,309
Equals Total Monthly Income:		\$82,815
Twelve Months		x12
Equals Annual Gross Potential Income		\$993,780
Less Vacancy Allowance	5.0%	\$49,689
Equals Annual Effective Gross Income (EGI) - Low Income Units		\$944,091

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

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

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

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

3. Cash Flow (First Year)

a.	Annual EGI Low-Income Units	\$944,091
b.	Annual EGI Market Units	\$0
c.	Total Effective Gross Income	\$944,091
d.	Total Expenses	\$540,657
e.	Net Operating Income	\$403,434
f.	Total Annual Debt Service	\$346,643
g.	Cash Flow Available for Distribution	\$56,791

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	944,091	962,973	982,232	1,001,877	1,021,914
Less Oper. Expenses	540,657	556,877	573,583	590,791	608,514
Net Income	403,434	406,096	408,649	411,086	413,400
Less Debt Service	346,643	346,643	346,643	346,643	346,643
Cash Flow	56,791	59,453	62,006	64,443	66,757
Debt Coverage Ratio	1.16	1.17	1.18	1.19	1.19

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,042,353	1,063,200	1,084,464	1,106,153	1,128,276
Less Oper. Expenses	626,770	645,573	664,940	684,888	705,435
Net Income	415,583	417,627	419,524	421,265	422,841
Less Debt Service	346,643	346,643	346,643	346,643	346,643
Cash Flow	68,940	70,984	72,881	74,622	76,198
Debt Coverage Ratio	1.20	1.20	1.21	1.22	1.22

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,150,842	1,173,858	1,197,336	1,221,282	1,245,708
Less Oper. Expenses	726,598	748,396	770,848	793,973	817,792
Net Income	424,244	425,463	426,488	427,309	427,916
Less Debt Service	346,643	346,643	346,643	346,643	346,643
Cash Flow	77,601	78,820	79,845	80,666	81,273
Debt Coverage Ratio	1.22	1.23	1.23	1.23	1.23

Estimated Annual Percentage Increase in Revenue 2.00% (Must be < 2%)
 Estimated Annual Percentage Increase in Expenses 3.00% (Must be >= 3%)

U. Building-by-Building Information

Must Complete

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

Number of BINS: 1

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

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

Bldg #	BIN if known	NUMBER OF		Street Address 1	Street Address 2	City	State	Zip	30% Present Value Credit for Acquisition				30% Present Value Credit for Rehab / New Construction				70% Present Value Credit				
		TAX CREDIT UNITS	MARKET RATE UNITS						Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	Estimate Qualified Basis	Actual or Anticipated In-Service Date	Applicable Percentage	Credit Amount	
1.		72	0	3127 Newbourne Street		Richmond	VA	23223				\$0	\$24,248,605	12/01/25	4.00%	\$969,944	\$0			0.00%	\$0
2.												\$0				\$0					\$0
3.												\$0				\$0					\$0
4.												\$0				\$0					\$0
5.												\$0				\$0					\$0
6.												\$0				\$0					\$0
7.												\$0				\$0					\$0
8.												\$0				\$0					\$0
9.												\$0				\$0					\$0
10.												\$0				\$0					\$0
11.												\$0				\$0					\$0
12.												\$0				\$0					\$0
13.												\$0				\$0					\$0
14.												\$0				\$0					\$0
15.												\$0				\$0					\$0
16.												\$0				\$0					\$0
17.												\$0				\$0					\$0
18.												\$0				\$0					\$0
19.												\$0				\$0					\$0
20.												\$0				\$0					\$0
21.												\$0				\$0					\$0
22.												\$0				\$0					\$0
23.												\$0				\$0					\$0
24.												\$0				\$0					\$0
25.												\$0				\$0					\$0
26.												\$0				\$0					\$0
27.												\$0				\$0					\$0
28.												\$0				\$0					\$0
29.												\$0				\$0					\$0
30.												\$0				\$0					\$0
31.												\$0				\$0					\$0
32.												\$0				\$0					\$0
33.												\$0				\$0					\$0
34.												\$0				\$0					\$0
35.												\$0				\$0					\$0

72 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$24,248,605

\$969,944

\$0

\$0

Number of BINS: 1

V. STATEMENT OF OWNER

The undersigned hereby acknowledges the following:

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

2024 Low-Income Housing Tax Credit Application For Reservation

V. STATEMENT OF OWNER

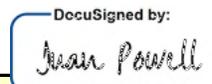
The undersigned hereby acknowledges the following:

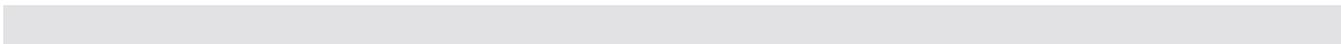
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, damages, Virginia Housing's expenses, and liabilities of any nature directly or indirectly resulting from, or relating to Virginia Housing's acceptance, consideration, approval, or disapproval of this reservation and the issuance or nonissuance of an allocation of credits, grants and/or loan funds in connection with this reservation.
3. that points will be assigned only for representations made herein for which satisfactory documentation has been submitted herewith and that no revised representations may be made in connection with this reservation once the deadline for applications has passed.
4. that this application form, provided by Virginia Housing to applicants for tax credits, including all information relative to basis, credit calculations, and determination of the amount of the credit necessary to make development financially feasible, is provided only for the convenience of Virginia Housing in reviewing 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 notices 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 law and any other requirements imposed upon it by Virginia Housing prior to allocation, should such requirements be applicable.
6. that the undersigned commits to providing first preference to members of targeted populations for state rental assistance and will not impose any eligibility requirements or lease terms for individuals that are more restrictive than its standard requirements and terms, the terms of the reservation 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 by the undersigned as to the inclusion of costs in eligible basis and as to all of the figures and calculations used in the determination of qualified basis for the development as a whole and/or each building individually as well as the amounts and types of credit applicable thereof, but that the issuance reservation based on such representation in no way warrants their correctness or compliance with applicable requirements.
8. that Virginia Housing may request or require changes in the information submitted herewith, and may use its own figures which it deems reasonable for any or all figures provided herein by the undersigned; and that Virginia Housing 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 in its discretion.

10. that the requirements for applying for the credits and the terms of any reservation or allocation subject to change at any time by federal or state law, federal, state or Virginia Housing regulatic other binding authority.
11. that reservations may be made subject to certain conditions to be satisfied prior to allocation an all cases be contingent upon the receipt of a nonrefundable application fee of \$1000 and a nonr 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 documenta enclosed herewith, has been provided to the tax attorney who has provided the required attorr opinion accompanying this submission.
13. that the undersigned has provided a complete list of all residential real estate developments in general partner(s) has (have) or had a controlling ownership interest and, in the case of those p allocated credits under Section 42 of the IRC, complete information on the status of compliance Section 42 and an explanation of any noncompliance. The undersigned hereby authorizes the H Agencies of states in which these projects are located to share compliance information with the
14. that any principal of undersigned has not participated in a planned foreclosure or Qualified Conti in Virginia after January 1, 2019.
15. that undersigned agrees to provide disclosure to all tenants of the availability of Renter Educati by Virginia Housing.
16. that undersigned waives the right to pursue a Qualified Contract on this development.
17. that the information in this application may be disseminated to others for purposes of verificati other purposes consistent with the Virginia Freedom of Information Act. However, all informati maintained, used or disseminated in accordance with the Government Data Collection and Diss Practices Act. The undersigned may refuse to supply the information requested, however, such result in Virginia Housing's inability to process the application. The original or copy of this applic 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 execut name on the date of this application set forth in DEV Info tab hereof.

Legal Name of Owner: Creighton Phase B LLC

By:  Juan Powell
Its: D30F414B0EE849B... authorized Agent
(Title)



v.2024.1

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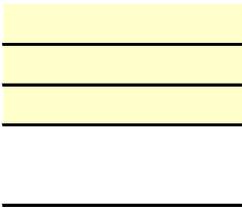
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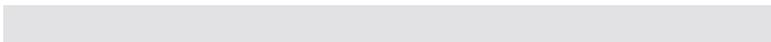
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V. STATEMENT OF ARCHITECT

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: Kimberly Calder
Virginia License#: 0401015647
Architecture Firm or Company: Edward H. Winks James D. Snow Architects

By: Kimberly Calder
Its: Vice President
(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:

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

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

1. READINESS:

- a. Virginia Housing notification letter to CEO (via Locality Notification Information App)
- b. Local CEO Opposition Letter
- c. Plan of development
- d. Location in a revitalization area based on Qualified Census Tract
- e. Location in a revitalization area with resolution
- f. Location in a Opportunity Zone

Y	0 or -50	0.00
N	0 or -25	0.00
Y	0 to 10	10.00
N	0 or 10	0.00
N	0 or 15	0.00
N	0 or 15	0.00
Total:		10.00

2. HOUSING NEEDS CHARACTERISTICS:

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

Y	0 or up to 5	3.75
N	0 or 20	0.00
15.10%	Up to 40	30.19
Y	0 or 5	5.00
Y	0 or 10	10.00
0%	0, 20, 25 or 30	0.00
N	0 or 15	0.00
Y	Up to 20	20.00
Total:		68.94

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			71.28
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	Y	0 or 50	50.00
or c. HUD 504 accessibility for 10% of units	N	0 or 20	0.00
d. Provides approved resident services or eligible childcare services	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	50%	Up to 15	7.50
i. Developments with less than 100 low income units	Y	up to 20	11.20
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			<u>159.98</u>

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$109,400	\$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	5.56%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	0.00%	Up to 10	0.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	0.00%	Up to 10	0.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	44.44%	Up to 50	44.44
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	44.44%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	44.44%	Up to 50	0.00
Total:			<u>44.44</u>

5. SPONSOR CHARACTERISTICS:

a. Experienced Sponsor - 1 development in Virginia	Y	0 or 5	5.00
b. Experienced Sponsor - 3 developments in any state	Y	0 or 15	15.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Socially Disadvantaged Principal owner 25% or greater	N	0 or 5	0.00
k. Management company rated unsatisfactory	N	0 or -25	0.00
l. Experienced Sponsor partnering with Local Housing Authority pool applicant	N	0 or 5	0.00
Total:			<u>20.00</u>

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	89.03
b. Cost per unit		Up to 100	58.10
Total:			<u>147.13</u>

7. BONUS POINTS:

a. Extended Use Restriction	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N	Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	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	N	0 or 20	0.00
Total:			<u>65.00</u>

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

TOTAL SCORE: 515.49

Enhancements:

All units have:	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	36.28
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
l. 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
		<u>71.28</u>
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
		<u>0.00</u>
Total amenities:		<u>71.28</u>

X.

Development Summary

Summary Information

2024 Low-Income Housing Tax Credit Application For Reservation

Deal Name: Creighton Phase B

Cycle Type: 4% Tax Exempt Bonds Credits	Requested Credit Amount: \$969,839	
Allocation Type: 0	Jurisdiction: Richmond City	
Total Units: 72	Population Target: General	
Total LI Units: 72		
Project Gross Sq Ft: 85,727.30	Owner Contact: Juan Powell	
Green Certified? TRUE		

Total Score
515.49

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$11,889,404	\$165,131	\$139	\$346,643
Grants	\$0	\$0		
Subsidized Funding	\$3,200,640	\$44,453		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$13,905,350	\$193,130	\$162	65.58%
General Req/Overhead/Profit	\$786,280	\$10,921	\$9	3.71%
Other Contract Costs	\$68,850	\$956	\$1	0.32%
Owner Costs	\$4,195,631	\$58,273	\$49	19.79%
Acquisition	\$278,764	\$3,872	\$3	1.31%
Developer Fee	\$1,967,962	\$27,333	\$23	9.28%
Total Uses	\$21,202,837	\$294,484		

Total Development Costs

Total Improvements	\$18,956,111
Land Acquisition	\$278,764
Developer Fee	\$1,967,962
Total Development Costs	\$21,202,837

Proposed Cost Limit/Sq Ft:	\$244
Applicable Cost Limit/Sq Ft:	\$344
Proposed Cost Limit/Unit:	\$290,612
Applicable Cost Limit/Unit:	\$331,194

Income	
Gross Potential Income - LI Units	\$993,780
Gross Potential Income - Mkt Units	\$0
Subtotal	\$993,780
Less Vacancy % 5.00%	\$49,689
Effective Gross Income	\$944,091

Rental Assistance? TRUE

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	42
# of 2BR	26
# of 3BR	4
# of 4+ BR	0
Total Units	72

Expenses		
Category	Total	Per Unit
Administrative	\$158,634	\$2,203
Utilities	\$41,352	\$574
Operating & Maintenance	\$145,140	\$2,016
Taxes & Insurance	\$173,931	\$2,416
Total Operating Expenses	\$519,057	\$7,209
Replacement Reserves	\$21,600	\$300
Total Expenses	\$540,657	\$7,509

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	0	0
40% AMI	0	0
50% AMI	32	32
60% AMI	40	40
>60% AMI	0	0
Market	0	0

Income Averaging? TRUE

Extended Use Restriction? 35

Cash Flow	
EGI	\$944,091
Total Expenses	\$540,657
Net Income	\$403,434
Debt Service	\$346,643
Debt Coverage Ratio (YR1):	1.16

Y. Efficient Use of Resources

Credit Points for 9% Credits:

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

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

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

Combined Max	\$969,944
Credit Requested	\$969,839
% of Savings	0.01%
Sliding Scale Points	89.03

Cost Points:

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

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

Total Costs Less Acquisition	\$20,924,073
Total Square Feet	85,727.30
Proposed Cost per SqFt	\$244.08
Applicable Cost Limit per Sq Ft	\$344.00
% of Savings	29.05%
Total Units	72
Proposed Cost per Unit	\$290,612
Applicable Cost Limit per Unit	\$331,194
% of Savings	12.25%
Max % of Savings	29.05%
Sliding Scale Points	58.10



Tab A:

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

CREIGHTON PHASE B LLC

Operating Agreement

CREIGHTON PHASE B MM LLC, a Virginia limited liability company (the "MM Member"), and TCB INTEREST OWNER LLC, a Massachusetts limited liability company ("TCB Interest Owner") being the members of CREIGHTON PHASE B LLC (the "Company"), a Virginia limited liability company organized pursuant to Articles of Organization filed with the Commonwealth of Virginia State Corporation Commission on April 26, 2022 (the "Certificate"), hereby adopts this Operating Agreement as of April 26, 2022.

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 a managing member (the "Managing Member") and the MM Member shall be the initial Managing Member. The Managing Member shall exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing 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 Managing 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 to the members in proportion to their respective ownership interests.

5. Distributions

All distributions with respect to each member's interest in the Company will be made to the members in proportion to their respective ownership interests and percentages.

6. Capital Contribution

The capital contributions of each of the members to the Company is as set forth on Schedule A attached hereto.

7. 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 Managing Member to dissolve.

8. No Liability of Members and Others

The MM Member, TCB Interest Owner, and their respective 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.

9. Indemnification

The Company shall indemnify and defend the MM Member, TCB Interest Owner, and their respective officers, directors, managers, 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.

10. Amendment

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

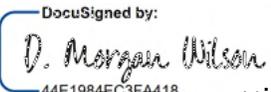
[Remainder of page intentionally blank. Signature page to follow.]

[Signature page – Operating Agreement of Creighton Phase B LLC]

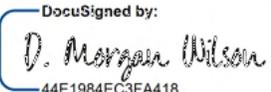
IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement under seal as of the date set forth above.

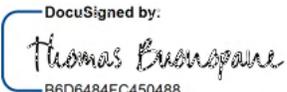
Creighton Phase B MM LLC
Managing Member

By: The Community Builders, Inc.
Its Sole Member

By: 
44E1984EC3FA418
Name: D. Morgan Wilson
Title: Chief Financial Officer

TCB INTEREST OWNER LLC

By: 
44E1984EC3FA418
Name: D. Morgan Wilson
Title: Manager

By: 
B6D6484FC450488...
Name: Thomas Buonopane
Title: Manager

Schedule A

Capital Contributions and Percentage Interests

<u>Member</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Creighton Phase B MM LLC	\$.01	.01%
TCB Interest Owner LLC	\$99.99	99.99%

CREIGHTON PHASE B MM LLC

Operating Agreement

THE COMMUNITY BUILDERS, INC., a Massachusetts nonprofit corporation (the "Member"), being the sole member of Creighton Phase B MM LLC (the "Company"), a Virginia limited liability company organized pursuant to Articles of Organization filed with the Commonwealth of Virginia State Corporation Commission on April 26, 2022 (the "Certificate"), adopts this Operating Agreement as of April 26, 2022.

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

3.1 Management of the Company.

3.1.1 The managers of the Company shall be D. Morgan Wilson and Thomas Buonopane (each individually a "Manager" and collectively, the "Managers"), each of whom evidence acceptance of such appointment by their countersignatures to this Operating Agreement. Subject to the Virginia Limited Liability Company Act (the "Act") and this Operating Agreement, each Manager shall serve until removed by the Member. Upon the death, incapacity or resignation of a Manager, the Member shall appoint a successor Manager.

3.1.2 The operation and management of the business and affairs of the Company shall be vested in the Managers to the maximum extent permitted under the Act. The Managers shall have the right and power to manage, operate, and control the Company and to do all things necessary or appropriate to carry on the business and purposes of the Company. There shall at all times be at least 1 Manager, and all decisions shall be decided by a vote of the majority of the Managers, although only one of the Managers shall be required to take, or cause the Company to take, any particular action as has been approved by the Managers, or to execute and deliver on behalf of the Company any agreement, contract, instrument or other document necessary, appropriate or convenient to carry out any matter approved by the Managers.

3.1.3 The Managers, with no consent or approval of any kind needed from the Member, shall have the right and power to manage, operate, and control the Company, to do all things necessary or appropriate to carry on the business and purposes of the Company, including, without limitation, the following:

3.1.3.1 to manage the business of the Company, including through persons employed by the Company for such purpose;

3.1.3.2 to execute, deliver, make, modify or amend such documents and instruments, in the name of the Company, as the Managers may deem necessary or desirable in connection with the management of the business of the Company or for other purposes of the Company;

3.1.3.3 to perform or cause to be performed all of the Company's obligations under any agreement to which the Company is a party, including without limitation, any obligations of the Company or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the Company;

3.1.3.4 to employ, engage, retain or deal with any persons to act as employees, agents, brokers, accountants, lawyers or in any other capacity as the Managers may deem necessary or desirable;

3.1.3.5 to appoint individuals to act as agents of the Company and to delegate to such individuals such authority to act on behalf of the Company, with such duties and functions as the Managers shall determine;

3.1.3.6 to acquire and enter into any contract of insurance necessary or proper for the protection of the Company and/or any Member and/or any Manager and/or any officers and/or directors of a Member or Manager, including without limitation to provide the indemnity described in Section 9 or any portion thereof;

3.1.3.7 to take all actions or make all other decisions which the Company may be entitled to take as to any interest it holds in any other entity;

3.1.3.8 to perform any other act which the Managers may deem necessary or desirable to effectuate the purposes of the Company.

3.2 Binding the Company.

3.2.1 Any action taken by any Manager shall bind the Company and, as against third parties, shall be deemed as the valid and binding action of the Company. In addition, the Managers shall have the power to appoint agents to act for the Company ("Authorized Agents") with such titles as the Managers deem appropriate and to delegate to such Authorized Agents such of the powers as are granted to the Managers hereunder, including the power to execute documents on behalf of the Company, all as the Managers may in their sole discretion determine; provided, however, that no such delegation by the Managers shall cause the Managers to cease to be the Managers of the Company within the meaning of the Act. Unless such power is specifically delegated to the Authorized Agent in question either for a specific transaction or generally, no such Authorized Agent shall have the power to lease or acquire real property, to borrow money, to issue notes, debentures, securities, equity or other interests of or in the Company, to make investments in (other than the investment of surplus cash in the ordinary course of business) or to acquire securities of any person, to give guarantees or indemnities, to merge, liquidate or dissolve the Company or to sell or lease all or any substantial portion of the assets of the Company. The Managers, in their sole discretion, may by their written approval, ratify any act previously taken by any agent acting on behalf of the Company.

3.2.2 The signature of a Manager or an Authorized Agent on any agreement, contract, instrument or other document shall be sufficient to bind the Company in respect thereof and shall be conclusive evidence of the authority of such Manager or Authorized Agent and the Company with respect thereto. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Managers or any Authorized Agent, and upon the certificate of a Manager or any Authorized Agent, to the effect that such Manager is then acting as a manager of the Company or that such Authorized

Agent is acting as an Authorized Agent, as the case may be, with authority to act by and/or in the name or on behalf of the Company.

3.2.3 The appointment of an individual as an Authorized Agent shall not of itself create a right to any employment with the Company and the Managers may remove any Authorized Agent at any time for cause or without cause.

3.3 Compensation of Managers and Member.

No payment shall be made by the Company to the Managers or any Member for such Managers' or Member's services as a Manager or Member except as specifically provided in this Operating Agreement or as approved in writing by the Managers and the Member. Each Manager shall be entitled to reimbursement from the Company for all third-party expenses incurred by such Manager in managing and conducting the business and affairs of the Company in accordance with the terms and conditions of this Operating Agreement. The Managers shall determine which expenses, if any, are allocable to the Company in a manner which is fair and reasonable to the Managers and the Company, and if such allocation is made in good faith, it shall be conclusive in the absence of manifest error.

3.4 Other Activities.

The Managers and any Member, and any affiliates of any of them, may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, whether related or unrelated to the purposes of the Company, including serving as a manager or a partner of other limited liability companies or partnerships, or as shareholders or holders of other interests in any corporation or other entity with purposes related or unrelated to those of the Company. Neither the Company nor any Manager or Member shall have any rights in or to such ventures or opportunities or the income or profits from any such businesses with purposes related or unrelated to the purposes of the Company.

3.5 Removal of Managers.

A Manager may be removed with or without cause by the Member.

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. Distributions

All distributions with respect to the Member's interest in the Company will be made 100% to the Member.

6. Capital Contribution

The capital contribution of the Member to the Company is one hundred dollars (\$100.00) as set forth on Schedule A attached hereto.

7. 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.

8. No Liability of Member and Others

The Member, its officers, employees and agents, the Managers, their officers, employees and agents (if applicable) and any officers and agents of the Company, including Authorized Agents, 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.

9. Indemnification

The Company shall, to the extent legally permissible and only to the extent permissible under the Act, indemnify each of its Members, Managers, officers, Authorized Agents and employees (including persons who serve at its request as Managers, officers, Authorized Agents and employees of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceedings, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Manager, officer, Authorized Agent or employee, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Company; provided, however, that as to any matter disposed of by a compromise payment by such Member, Manager, officer or employee, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the Company, after notice that it involves such indemnification: (a) by a disinterested majority of the Managers then in office; or (b) by a majority of the disinterested Managers then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such Member, Manager officer, Authorized Agent or employee appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Company; or (c) by a majority of the disinterested Managers then in office. Expenses including counsel fees, reasonably incurred by any such Member, Manager, officer, Authorized Agent or employee in connection with the defense or disposition of any such action, suit or other proceeding, may be paid from time to time by the Company in advance of the final disposition thereof. The right of indemnification hereby provided, shall not be exclusive of or affect any rights to which any Member, Manager, officer, Authorized Agent or employee may be entitled. As used in this paragraph, the terms "Member", "Manager", "officer", "Authorized Agent" and "employee" include their respective heirs, executors and administrators, and an "interested" Manager is one against whom in such capacity the proceedings in question or another proceeding on the same or, similar grounds is then pending.

10. Amendment

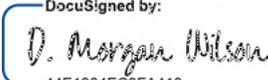
This Operating Agreement may be amended only by written instrument executed by the Member and indicating an express intention to amend this instrument.

[Remainder of page intentionally blank. Signature page to follow.]

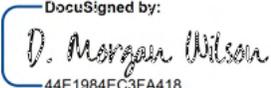
[Signature page – Operating Agreement of Creighton Phase B MM LLC]

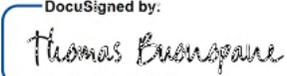
IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement under seal as of the date set forth above.

THE COMMUNITY BUILDERS, INC.
Sole Member

By: 
Name: D. Morgan Wilson
Title: Chief Financial Officer

MANAGERS:


D. Morgan Wilson


Thomas Buonopane

Schedule A

Capital Contributions and Percentage Interests

<u>Member</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
The Community Builders, Inc.	\$100	100%

THE COMMUNITY BUILDERS, INC.
Sole Member of **CREIGHTON PHASE B MM LLC**
Managing Member of **CREIGHTON PHASE B LLC**

Assistant Clerk's Certificate

I, Keri J. Dailey, certify that I am the duly elected Assistant Clerk of **THE COMMUNITY BUILDERS, INC.**, a Massachusetts nonprofit corporation ("TCB"), which is the sole member of **CREIGHTON PHASE B MM LLC**, a Virginia limited liability company (the "Managing Member"), which is the managing member of **CREIGHTON PHASE B LLC**, a Virginia limited liability company, and that as Assistant Clerk I am authorized to execute this certificate on behalf of TCB. I further certify that:

1. Attached hereto as Exhibit A is a true, complete and correct copy of the vote duly adopted by the Managers of the Managing Member on April 26, 2022, which vote has not been amended, modified, revoked or rescinded since the date of adoption.
2. Juan Powell is a duly elected Authorized Agent of TCB.

IN WITNESS WHEREOF, I have executed this certificate as of the 22nd day of February, 2023.

By:

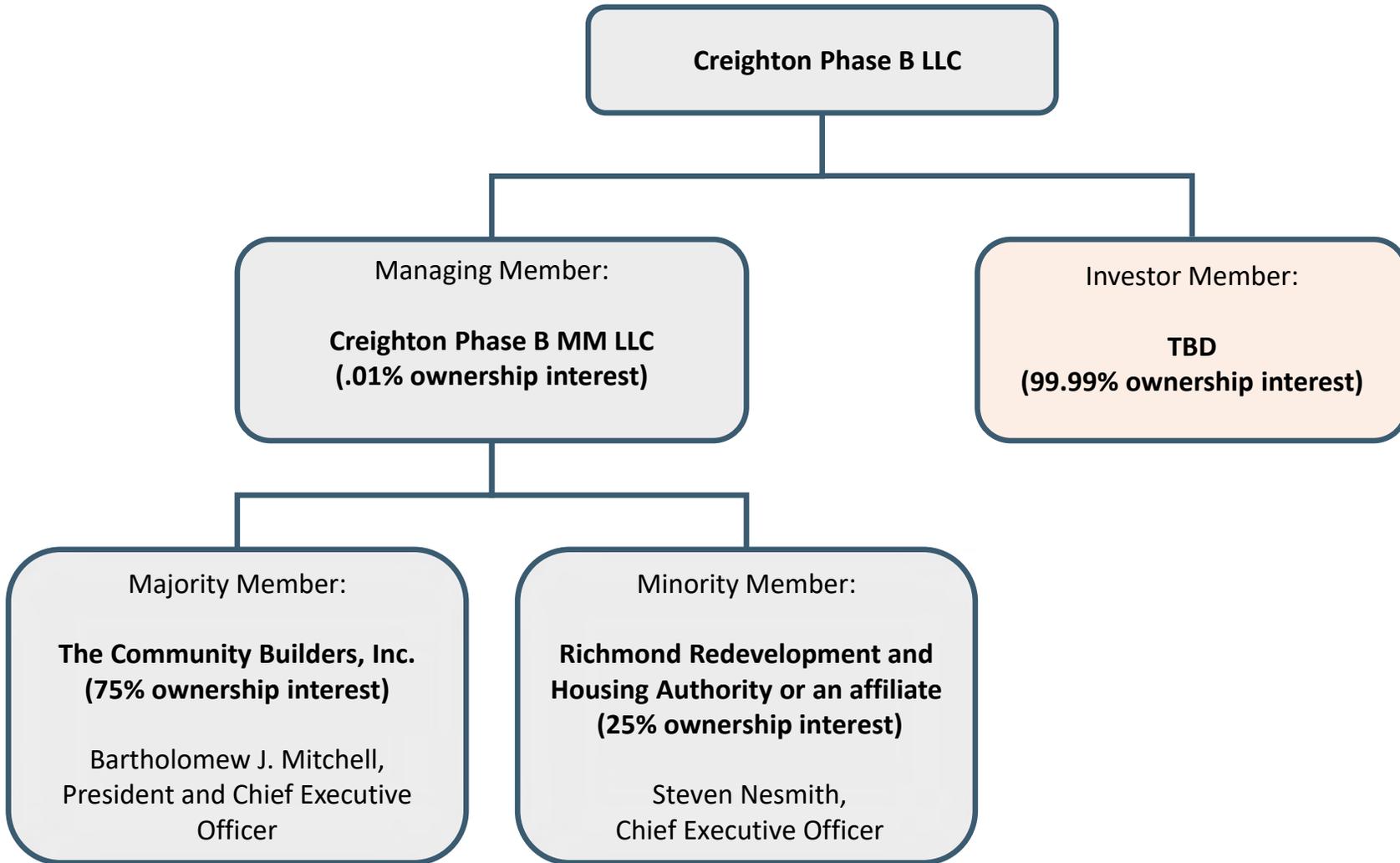


Keri J. Dailey
Assistant Clerk

Exhibit A

VOTED: To appoint the Executive Vice Presidents, Senior Vice Presidents, the Chief Financial Officer, the Chief Investment Officer, General Counsel/Vice President, and the Authorized Agents of TCB, as may be appointed from time to time by the Board of Directors of TCB, as Authorized Agents of the Company and that any such person acting alone shall have the general authority to take all such actions, and to enter into, execute, deliver and acknowledge all documents, instruments or agreements (including, without limitation, applications, notes, mortgages, security agreements, contracts, guarantees, regulatory agreements, partnership or joint venture agreements) of whatever nature for and on behalf of the Company as such person may deem necessary or desirable in furtherance of the purposes of the Company.

ORGANIZATIONAL STRUCTURE AT CLOSING



Dated as of: March 7, 2023

DRAFT

DEVELOPMENT SERVICES AGREEMENT CREIGHTON PHASE B

RICHMOND, VIRGINIA

THIS DEVELOPMENT SERVICES AGREEMENT (this "Agreement") is made as of the 15th day of March, 2023, by and between The Community Builders, Inc., a Massachusetts nonprofit corporation ("TCB") and Creighton Phase B LLC, a Virginia limited liability company (the "Owner").

RECITALS

Owner wishes to engage the TCB to perform development services in connection with the acquisition, development, construction and financing of that approximately 72-unit affordable housing development to be known as Creighton Phase B and constructed on certain parcels of land located at 3127 Newbourne Street in the City of Richmond, Virginia (the "Project").

Owner has requested the services of TCB, which is experienced in the development of similar residential housing developments, in undertaking and completing the Project, and TCB has agreed to provide such services to Owner, as further set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the parties agree as follows:

Services Provided. TCB has provided, and shall continue to provide until the Project is completed, or shall cause to be provided, to the Owner, services ("Development Services") with respect to the Project. The Development Services shall include, but not be limited to:

- i) Advising with respect to the selection of and consulting with architect(s) in the connection with the planning and design of the Project, and in the selection of attorney(s) and accountant(s) in connection with the development and construction thereof;
- ii) Advising the Owner with respect to design and the scope of construction and improvements;
- iii) Applying for and obtaining construction loan commitments and other loans to carry out the construction of the Project;
- iv) Obtaining necessary zoning relief to complete the Project, and all other permits necessary for the construction of the Project;
- v) Interviewing, selecting, and advising with respect to the hiring of independent contractors to undertake the construction of the Project, and

recommending plans to encourage participation by minority and locally owned businesses consistent with all local, state and federal law;

vi) Consulting and negotiating with community and civic leaders and organizations in order to construct the Project in accordance with the needs of the surrounding neighborhood;

vii) Negotiation and coordination with state, local and federal officials regarding construction of the Project in accordance with the needs of the surrounding neighborhood and the anticipated residents of the Project;

viii) Assist in the procurement of all building permits and other governmental approvals, including any amendments or modifications thereto required in connection with the construction of the Project;

ix) Assist the Owner in performing all its obligations relating to any agreement entered into with any governmental body or agency relating to the terms and conditions of construction;

x) Assure compliance with, and coordinate disbursements under, any loan agreements with any lending institutions providing funds for construction of the Project;

xi) Supervising the construction of the Project on behalf of the Owner;

xii) Maintaining all books of account and financial records of the construction of the Project;

xiii) Preparing and submitting to the Owner such reports relating to the construction of the Project as the Owner may reasonably require; and

xiv) Negotiating and enforcing all contracts, actions and arrangements which must be made or carried out, and doing all other things which are reasonably necessary or convenient in connection with the construction of the Project;

Level of Service. TCB shall use best efforts at all times in furnishing or performing such services to promote and advance the best interests of the Owner to the end that the Project shall be developed and constructed, to the extent practicable, in an economical and efficient manner. In providing services hereunder, TCB shall not be deemed insurer of the results of the Owner, and its obligations hereunder shall be limited to the performing of such services in good faith and in a diligent manner.

Independent Contractor; Third Party Contractors. The TCB shall at all times be an independent contractor and not an employee of the Owner. The Owner and TCB agree that it may be appropriate from time to time for TCB to employ on behalf of the Owner certain other consultants. Any out-of-pocket expenses incurred by TCB during the term of this contract for legal work, development or construction project management, historic preservation consultants, environmental consultants, accountants or any other consultants shall be reimbursed by the Owner and shall not be considered part of the fee contained herein, provided that for all such expenses in excess of \$1,000, the TCB shall obtain the prior approval of the Owner.

Termination. This Agreement shall terminate on the date of final completion of the Project, as evidenced by delivery to owner of a certificate of occupancy for the Project (“Final Completion”) and may be terminated at any time prior to Final Completion by either party upon thirty days’ written notice to the other party. In the event of termination, however, the Owner shall remain liable to the TCB for any accrued fee or expenses incurred by the TCB which remain unpaid on the date of termination.

Development Fee.

In consideration of the performance by the TCB of the Development Services described herein, the Owner shall pay to the TCB a development fee and a development overhead fee (together, the “Development Fee”) in the amount of \$2,312,889. TCB and the Owner acknowledge that the Development Fee shall be earned (the “Earned Fee”) as follows:

<u>Condition</u>	<u>Amount</u>
Receipt of a conditional reservation of federal low income housing tax credits from the Virginia Housing Development Authority; selection of architect, surveyor, engineer and execution of agreement with architect	20%
Receipt of commitments for all required construction financing for the Project	20%
Closing on all construction financing for the Project	10%
Final completion of construction of the Project	50%

The timing of the payment of the Earned Fee will be negotiated with the Owner’s federal low-income housing tax credit investor member, but it is anticipated to be paid 33% at closing, 33% at final completion and 34% at stabilization of the Project.

Payment of Fees and Expenses. Any out-of-pocket costs and disbursements incurred by TCB in connection with the Project shall be reimbursed as and when incurred; any unpaid reimbursements shall be evidenced and, to the extent applicable, secured, by a promissory note and such other documents as Owner and TCB shall agree, but in any event shall be repaid in full upon closing of construction financing for the Project.

Miscellaneous.

b) Nothing herein contained shall be construed to constitute any party as the agent of another party, except as provided herein, or in any manner to limit the parties in the carrying on of their own respective business or activities.

c) All notices provided for herein shall be in writing and transmitted by registered or certified mail postage prepaid, by prepaid courier delivery, or by telecopier to each party at its address as shown on this Agreement, or as changed by notice given to each party. Each party shall be responsible for notifying the other parties of any changes in its address.

d) It is the intent of the parties that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the provisions of the laws of the Commonwealth of Virginia.

e) In the event that the parties are unable to agree on any material decision affecting the affairs contemplated in this Agreement, any party may notify the other parties that unless the issue is resolved within three business days from sending such notice, the matter will be referred to the American Arbitration Association. If the issue is not timely resolved following such notice, any party may refer the matter to arbitration as provided above, which arbitration shall be completed and a decision rendered within thirty days unless the parties mutually agree to a later date or unless the circumstances warrant a reduced period and the arbitrator so finds. The decision of the arbitrator shall be final, binding and conclusive judgment on the parties and the cost of arbitration shall be borne solely by the party(s) not prevailing in such arbitration.

f) This Agreement shall be assignable by any party only with the written consent of the other party.

g) This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Nothing herein shall be construed to be for the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

h) This Agreement may be amended only by written instrument executed by all the parties hereto.

Limited Liability. TCB agrees that it shall look only to the Owner and its assets for performance of the Owner's obligations hereunder, and that TCB shall not have any recourse against any shareholder, member, general partner or limited partner of Owner.

Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one Agreement. The production of any executed counterpart of this Agreement shall be sufficient for all purposes, without producing or accounting for any other counterpart thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

OWNER: CREIGHTON PHASE B LLC

CREIGHTON PHASE B MM LLC, its managing member

By: _____

Name: Juan Powell

Title: Authorized Agent

TCB: THE COMMUNITY BUILDERS, INC.

By: _____

Name: Juan Powell

Title: Authorized Agent

Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Creighton Phase B 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 April 26, 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:

March 14, 2023

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

Bernard J. Logan, Clerk of the Commission

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

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

That the Limited Liability Company was formed on April 26, 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:

March 14, 2023

A handwritten signature in cursive script, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

Tab C:

Principal's Previous Participation Certification
(MANDATORY)



Previous Participation Certification

Development Name: **Creighton Phase B**

Name of Applicant (entity): **Creighton Phase B 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.

See
Supplemental
Reponse at
Tab 1.

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.
9. None of the Participants has defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. None of the Participants is a Virginia Housing employee or a member of the immediate household of any 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.

See
Supplemental
Response at
Tab 1

See
Supplemental
Response at
Tab 1

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.

DocuSigned by:
Juan Powell
D30F414B0EE849B...

Signature

Juan Powell, Authorized Agent of Creighton Phase B MM LLC,
managing member of Creighton Phase B LLC

Printed Name

1/24/2024

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



185 Dartmouth Street
Boston, MA 02116
P. 617.695.9595
TCBINC.ORG

Supplemental Responses to Previous Participation Certification

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

2. During any time that any of the Participants were principals in any multi-family rental project, no mortgage on the project has been in default, assigned to the mortgage insurer (governmental or private) or foreclosed, nor has mortgage relief by the mortgagee been given;

It has not been the practice of TCB to track defaults, foreclosures, or mortgage relief after they have been resolved or to track minor or quickly resolved matters that occur in the normal course of business. Therefore, we are unable to respond definitively regarding all such matters during TCB's 58-year history and the approximately 403 projects and more than 33,025 units that TCB has developed, owned or managed. Responses below, which relate to both TCB and the affiliated entities which TCB controls, are limited to material matters which occurred during the last 10 years:

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

Aurora Hotel, Worcester, MA. The Aurora Hotel is an 85-unit, single room occupancy development in Worcester, Massachusetts. The general partner of the ownership entity is controlled by TCB. The development was funded in part by MassHousing under the SHARP loan program, which was based on a presumption that rents for market units in funded projects would rise over the 15-year term of the loan. The development experienced significant declines in market rents during the early and mid-1990s and experienced operating deficits. In 1999, the project financing was formally restructured with MassHousing and the project was sold to a separate (but affiliated) nonprofit entity known as Community Renewal, Inc. ("CRI"), and CRI and

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Office of General Counsel of The Community Builders, Inc.

MassHousing entered into several forbearance agreements. In February 2016, the project was refinanced with a restructuring of the MassHousing loans to enable the rehabilitation of the property. As part of the restructuring, TCB made significant cash payments and ongoing commitments to support the project.

Worcester Lofts (Odd Fellows), Worcester, MA. In December 2009, Worcester Lofts Limited Partnership (the "Partnership") received a notice of default for failing to pay when due \$100,000 subordinate note and mortgage to Ash Street LLC, which sold the property to the Partnership. The property has not had sufficient cash flow to make payments on the note. The note and mortgage are fully subordinate to the senior note and mortgage from Bay State Savings Bank, were not guaranteed by TCB, and are subject to a full standstill agreement. The Partnership has not received any correspondence from the lender since the initial notice of default, and expects to satisfy the note, including accrued interest, when the property is sold or refinanced.

City West, Cincinnati, Ohio. The Community Builders, Inc. ("TCB") was the master developer of two HOPE VI projects located in Cincinnati, OH and formerly owned by the Cincinnati Metropolitan Housing Authority ("CMHA"): "Lincoln Court" and "Laurel Homes", collectively known as "City West." City West consists of 8 mixed-finance phases, is owned by 7 different limited partnerships and has 3 different equity limited partner investors and 3 different lenders. In total, City West has 686 total residential units - 366 public housing replacement units and 322 market rate units. The project required significant financial restructuring in response to high crime rates, market challenges and underfunding of public housing units. TCB subsidized the projects by approximately \$3 million while seeking to negotiate a restructuring, but some of the projects ultimately experienced loan defaults and foreclosure actions and two phases filed voluntary petitions for debtor restructuring in bankruptcy court in 2011 (Laurel Homes I and Laurel Homes V). TCB worked with all parties to reach a negotiated restructuring in October 2012, with additional investments by TCB and other stakeholders that resolved all outstanding litigation and related matters and financially stabilized the properties.

Certain phases of City West known as Laurel Homes (Laurel Homes I, Laurel Homes II, Laurel Homes V and Laurel Homes VI) received financing (the "CDF Loans") from Cincinnati Development Fund, Inc. ("CDF") which had an extended maturity date of August 1, 2023 contingent on certain conditions, which were later clarified to include the planned sale of these properties to Pennrose Holdings, LLC ("Pennrose"). Unfortunately, Pennrose was unable to obtain necessary financing and did not complete the acquisitions as planned. Based on Pennrose's failure and in order to preserve its rights, CDF issued notices of default on the CDF Loans in February of 2023. TCB is diligently working with CDF to further restructure the CDF Loans to allow for now planned refinancings of certain phases and dispositions of other phases to third parties. TCB hopes to finalize the restructuring of the CDF Loans in Spring 2023, at which point the default notices will be removed.

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

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

Tab D:

List of LIHTC Developments (Schedule A)
(MANDATORY)

List of LIHTC Developments (Schedule A)



Development Name: Creighton Phase B

Name of Applicant: Creighton Phase B LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

The Community Builders, Inc. **Controlling GP (CGP) or 'Named' Managing** Y
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	Uncorrected 8823's? (Y/N) Explain "Y"
1	Scattered Sites, New Haven CT	New Kensington II / 617-695-9595	Y	96	96	TBD	TBD	N
2	616-630 E. Pershing and 552-564 E. 38th Streets, Chicago, IL	Oakwood Shores 3-1 / 617-695-9595	Y	51	34	TBD	TBD	N
3	9501 Buckeye Rd., Cleveland OH 44104	Woodhill Station West / 617-695-9595	Y	120	120	TBD	TBD	N
4	327 Hazelwood Ave., Pittsburgh PA 15207	Gladstone School / 617-695-9595	Y	51	45	TBD	TBD	N
5	2904 Castlegate Ave., Mt. Lebanon PA 15226	Castlegate Green / 617-695-9595	Y	51	37	TBD	TBD	N
6	43-49 Fairview Avenue, Jersey City, NJ 07304	Fairview Heights / 617-695-9595	Y	92	50	TBD	TBD	N
7	3368 Washington Street, Boston, MA 02130	3368 Washington Street / 617-695-9595	Y	202	202	TBD	TBD	N
8	250 Centre Street, Boston, MA 02130	250 Centre Street / 617-695-9595	Y	110	76	TBD	TBD	N
9	178 Warburton Ave, Yonkers, NY 10701	178 Warburton at The Ridgeway / 617-695-9595	Y	81	71	10/15/2022	TBD	N
10	2310 S. State Street, Chicago IL	Southbridge 1A / 617-695-9595	Y	103	51	8/30/2022	TBD	N
11	Scattered Sites	Erie Point / 617-695-9595	Y	40	40	10/15/2022	TBD	N
12	654 Bergen Ave, Jersey City, NJ	New Bergenview / 617-695-9595	Y	112	111	5/15/2022	TBD	N
13	2350 S. State Street, Chicago, IL	Southbridge 1B / 617-695-9595	Y	103	39	5/30/2022	TBD	N
14	Church Hill North Phase 2B 3201 S.Rabza Blvd. Richmond, VA	Church Hill North 2B LLC / 617-695-9595	Y	45	45	5/6/2022	TBD	N
15	Beach 21st Street, Far Rockaway NY	Beach 21st Street / 617-695-9595	Y	224	133	7/31/2022	TBD	N
16	Hillside Crossing Schenectady, NY	Hamilton Hill II Limited Partnership / 617-695-9595	Y	85	85	5/28/2021	9/1/2022	N
17	801 Oak Park Oak Park, IL	Oak Park I Housing Owner LLC / 617-695-9595	Y	37	36	6/1/2021	11/15/2021	N
18	North Commons @ Village Hill Northampton, MA	North Commons at Village Hill LLC / 617-695-9595	Y	53	39	12/15/2021	10/26/2022	N
19	Lyman Terrace Phase II Holyoke, MA	Lyman Terrace Phase II LLC / 617-695-9595	Y	76	76	6/15/2021	7/13/2022	N
20	Southbridge Phase 1B Chicago, IL	Southbridge 9 Master Owner LLC / 617-695-9595	Y	103	39	5/30/2022	TBD	N
21	Southbridge Phase 1A Chicago, IL	Southbridge 4 Master Owner LLC / 617-695-9595	Y	103	51	8/30/2022	TBD	N
22	Park Haven Bronx, NY	TCB Park Haven Limited Partnership / 617-695-9595	Y	178	178	8/20/2021	TBD	N

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)

23	Marshall Gardens Baltimore, MD	TCB Marshall Gardens Limited Partnership/ 617-695-9595	Y	87	78	6/30/2021	9/16/2022	N
24	172 Warburton at the Ridgeway Yonkers, NY	170-174 Warburton Limited Partnership/ 617-695-9595	Y	85	65	10/15/2022	8/19/2022	N
25	Church Hill North Phase 2A	Church Hill North Phase 2A LLC/ 617-695-9595	Y	70	70	11/20/2020	6/14/2021	N
26	Church Hill North Phase 1A	Church Hill North Phase I LLC/ 617-695-9595	Y	60	50	3/31/2020	3/16/2021	N
27	Church Hill Phase 1B Richmond, VA	Church Hill North Phase 2B LLC/ 617-695-9595	Y	45	45	11/8/2019	7/28/2020	N
28	The Clarion Boston, MA	TCB Clarion LLC/ 617-695-9595	Y	39	market	12/30/2019	10/21/2020	N
29	The Villas at the Ridgeway Yonkers, NY	CPG Phase III Limited Partnership/ 617-695-9595	Y	70	market	11/2/2019	5/1/2020	N
30	Avondale Town Center North Cincinnati, OH	Avondale Town Center North LLC/ 617-695-9595	Y	50	50	4/21/2019	12/29/2019	N
31	Noquochoke Village Westport, MA	Noquochoke Village LLC/ 617-695-9595	Y	50	50	4/15/2019	1/28/2020	N
32	Aurora Scattered Site (Arteson Lofts & Coulter Court) Aurora, IL	Aurora Revitalization Owner LLC/ 617-695-9595	Y	76	76	7/26/2019	5/6/2020	N
33	Avondale Phase II Cincinnati, OH	Avondale Housing II Limited Partnership/ 617-695-9595	Y	119	99	9/18/2017	7/20/2018	N
34	Hillcrest Residences Pittsburgh, PA	Hillcrest Limited Partnership/ 617-695-9595	Y	66	56	6/27/2017	4/6/2019	N
35	Leyden Woods Greenfield, MA	Leyden Woods I Limited Partnership/ 617-695-9595	Y	200	200	5/1/2017	4/11/2018	N
36	Chauncy House Boston, MA	Chauncy House L.P./ 617-695-9595	Y	88	87	10/31/2016	6/14/2017	N
37	Avondale Phase I Cincinnati, OH	Avondale Housing Limited Partnership/ 617-695-9595	Y	81	81	8/26/2016	7/5/2017	N
38	Broad Creek V Norfolk, VA	Broad Creek V Limited Partnership/ 617-695-9595	Y	50	50	7/28/2016	1/26/2018	N
39	188 Warburton Yonkers, NY	188 Warburton Limited Partnership/ 617-695-9595	Y	51	51	5/30/2016	5/30/2016	N
40	New Kensington Square I New Haven, CT	New Kensington I Limited/ 617-695-9595	Y	120	120	3/1/2016	3/27/2018	N

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

1st PAGE

TOTAL: 3,523 2,882

LIHTC as % of

82% Total Units
v.01.018.22

Previous Participation Certification continued

	Development Name/Location	Name of Ownership Entity and Phone Number	Controlling General Partner? (Y/N)	Total Units	Low Income Units	Placed in Service Date	8609 Date	Non-compliance Found? Y/N
46	Loomworks II Worcester, MA	Loomworks II Limited Part/ 617-695-9595	Y	55	55	8/11/2015	2/25/2016	N
47	Lincoln Woods Lincoln, MA	New Lincoln Woods LLC/ 617-695-9595	Y	125	72	7/31/2015	7/18/2017	N
48	Mecklenberg Mill Charlotte, NC	Mecklenburg Mill Limited/ 617-695-9595	Y	48	48	31/12/2014	10/20/2016	N
49	225 Centre Street Boston, MA	225 Centre LLC/ 617-695-9595	Y	103	35	10/25/2013	4/8/2014	N
50	Shops and Lofts @ 47 Chicago, IL	Lofts 47 Phase I Limited Pa/ 617-695-9595	Y	96	72	8/27/2014	7/28/2015	N
51	New Mashpee Village Mashpee, MA	New Mashpee Village Lim/ 617-695-9595	Y	145	130	6/30/2014	2/26/2016	N
52	Loomworks I Worcester, MA	Lookworks I Limited Partn/ 617-695-9595	Y	39	39	6/20/2014	2/1/2016	N
53	New Park West Vernon, CT	New Park West Limited Pa/ 617-695-9595	Y	189	159	5/23/2014	9/23/2016	N
54	North Street Senior Elktion, MD	TCB North Street Senior, LL/ 617-695-9595	Y	53	53	12/10/2013	4/12/2016	N
55	Nicetown Court II Philadelphia, PA	Nicetown Court II Housing/ 617-695-9595	Y	50	50	6/28/2013	10/30/2014	N
56	Charlesview Apartments Boston, MA	Charlesview Housing LP/ 617-695-9595	Y	240	211	6/24/2013	8/25/2014	N
57	Oakwood Shores 2D Chicago, IL	Oakwood Shores Phase 2/ 617-695-9595	Y	66	44	5/15/2013	10/15/2014	N
58	Oakwood Shores Terrace Apartment/Mercy Medical Center	Oakwood Shores Terrace/ 617-695-9595	Y	48	36	3/28/2013	6/19/2014	N
59	Central Grammar Gloucester, MA	New Central Grammar O/ 617-695-9595	Y	80	78	1/1/2013	1/28/2013	N
60	Oakwood Shores 2(B)One Chicago, IL	Oakwood Shores Phase 2/ 617-695-9595	Y	75	55	1/11/2012	6/13/2011	N
61	Monument Square I Troy, NY	Monument Square I LP/ 617-695-9595	Y	89	89	9/26/2012	6/27/2014	N
62	West Village New Haven, CT	West Village Limited Partn/ 617-695-9595	Y	127	127	8/24/2012	2/26/2014	N
63	St. Stephens Apartments Chicago, IL	TCB St. Stephens Limited P/ 617-695-9595	Y	247	221	1/6/2012	12/31/2014	N
64	Province Landing Provincetown, MA	Province Landing LP/ 617-695-9595	Y	50	41	6/1/2012	5/22/2013	N
65	Matthews Memorial Terrace Washington, DC	Matthews Memorial Terra/ 617-695-9595	Y	99	99	12/29/2011	4/19/2013	N
66	Cheriton Grove 202 Refinance Boston M	Cheriton Grove LP/ 617-695-9595	Y	60	60	4/7/2011	9/1/2012	N
67	New Depot Crossing Wareham, MA	New Depot Crossing LP/ 617-695-9595	Y	32	32	4/26/2011	6/13/2013	N
68	The Shores at Broadway East Chicago, IN	Northtown Village Townh/ 617-695-9595	Y	50	50	3/31/2011	8/30/2012	N
69	Oakwood Shores Senior Apartments Chicago, IL	Oakwood Shores Senior A/ 617-695-9595	Y	75	75	1/11/2010	5/18/2012	N
70	Camella Teoli Way Lawrence, MA	Camella Teoli Housing LP/ 617-695-9595	Y	140	126	6/22/2010	5/30/2012	N

71	The Shores at Broadway East Chicago, IN	Northtown Village Townh/ 617-695-9595	Y	75	75	6/30/2009	8/30/2010	N
72	Cascade Village East West Akron, OH	Cascade Village East-West LP/ 617-695-9595	Y	65	65	3/6/2009	3/6/2009	N
73	Liberty Green III Louisville, KY	Clarksdale Rental III LP/ 617-695-9595	Y	146	120	12/31/2008	3/22/2011	N
74	Liberty Green IV Louisville, KY	Clarksdale Rental IV LP/ 617-695-9595	Y	73	61	12/31/2008	3/3/2011	Y *See below
75	Oakwood Shores 2A Chicago, IL	Oakwood Shores Phase 2/ 617-695-9595	Y	199	142	9/12/2008	8/25/2010	N
76	Cascade Village South Akron, OH	Cascade Village South L.P./ 617-695-9595	Y	80	51	5/27/2008	7/20/2009	N
77	Woodbourne Apartments Jamaica Plain, MA	Woodbourne Housing LP/ 617-695-9595	Y	74	72	4/14/2008	7/15/2009	N
78	Casa Maria Apartments Boston, MA	Casa Maria Apartments LP/ 617-695-9595	Y	84	82	2/14/2008	7/15/2009	N
79	Liberty Green II Louisville, KY	Clarksdale Rental II L.P./ 617-695-9595	Y	76	67	8/15/2007	10/31/2008	N
80	Village at Mill Crossing - Phase III Indianapolis, IN	New Parkwoods II L.P./ 617-695-9595	Y	76	64	9/7/2007	7/9/2009	N
81	Morgan Woods Edgartown, MA	Pennywise Path L.P./ 617-695-9595	Y	60	36	5/29/2007	9/19/2008	N
82	Lorington Apartments Chicago, IL	TCB Lorington Apartment/ 617-695-9595	Y	54	54	2/13/2007	8/1/2008	N
83	Mildred Hailey 1A Boston, MA	Mildred Hailey 1A, Limited Partnership 617-659-9595	Y	100	100	in construction	TBD	N
84	Mildred Hailey 1B Boston, MA	Mildred Hailey 1B 617-659-9595	Y	123	93	in construction	TBD	N
85	Park Morton Phase 1 Washington, DC	Park Morton 1 Community Partners LLC, 617-659-9595	Y	142	142	in construction	TBD	N
86	Woodhill Center East Cleveland, OH	Woodland Hill Homes II LLC 617-659-9595	Y	77	77	in construction	TBD	N
87	508 Pershing Chicago, IL	Oakwood Shores Pershing Apartments 617-659-9595	Y	53	36	4/28/2022	5/25/2023	N
88	Amory Rehab Boston, MA	New 125 Amory Street LLC 617-659-9595	Y	211	211	12/28/2018	4/14/2022	N
89	Commodore Apartments Cleveland, OH	1990 Ford Driver Owner LLC 617-659-9595	Y	198	144	12/30/2020	9/11/2023	N
90	Monument East Baltimore, MD	Monument East Apartments LLC 617-659-9595	Y	170	170	10/24/2019	10/22/2020	N
91	A.O Flats Boston, MA	A.O. Flats At Forrest Hills LLC 617-659-9595	Y	78	40	12/18/2019	3/12/2021	N
92	Sever Street Worcester, MA	Sever Street Development LLC 617-659-9595	Y	134	120	11/18/2017	4/17/2020	N
93	Beacon Center Washington, DC	Beacon Center Housing LLC 617-659-9595	Y	99	99	11/29/2018	2/4/2020	N
94	City View at McCulloh Baltimore, MD	TCB McCulloh Apartments LLC 617-659-9595	Y	350	350	12/31/2018	10/15/2019	N
95	Hillside View Schenectady, NY	Craig Street Limited Partnership 617-659-9595	Y	58	58	5/31/2018	8/23/2019	N
96	Lyman Terrace Phase I Holyoke, MA	Lyman Terrace Phase I LLC 617-659-9595	Y	88	88	9/27/2018	8/21/2019	N
97	Tapestry on the Hudson Troy, NY	599 RIVER STREET LIMITED PARTNERSHIP 617-659-9595	Y	67	61	3/31/2017	2/20/2019	N
98	East Liberty Place South Pittsburgh, PA	East Liberty South LP 617-659-9595	Y	52	39	11/26/2014	12/27/2016	N

99	Schoolhouse Terrace Yonkers, NY	P6 Limited Partnersip 617-659-9595	Y	120	120	6/1/2015	4/8/2016	N
100	Historic South End Apartments Boston, MA	Historic South End Limited Partnership 617-659-9595	Y	146	146	11/25/2013	4/16/2015	N
101	Northtown Village Senior East Chicago, IN	Northtown Village Senior Apartments LP 617-659-9595	Y	56	56	12/28/2012	1/30/2014	N
102	Cohoes Falls Cohoes, NY	Cohoes II Limited Ptnership 617-659-9595	Y	66	66	11/1/2011	8/16/2013	N
103	New Franklin Park Boston, MA	New Franklin Park Limited Partnership 617-659-9595	Y	219	211	4/16/2010	12/20/2011	N
104	East Liberty Place North Pittsburgh, PA	East Liberty South LP 617-659-9595	Y	54	38	4/30/2010	4/13/2011	N
105	Morris Blum Annapolis, MD	Moris Blum Senior LLC 617-659-9595	Y	154	153	in construction	TBD	N
106	4715 Western Chicago, IL	4715 Nwwestern Owner LLC 617-659-9595	Y	63	63	in construction	TBD	N
107	Creighton Court A Richmond, VA	Creighton Phase A LLC 617-659-9595	Y	68	68	in construction	TBD	N
108	Merrick on the Square Worcester, MA	Merrick At The Square LLC 617-659-9595	Y	49	49	in construction	TBD	N
109	New Northside Terraces Torrington, CT	Northside Terraces LLC 617-659-9595	Y	92	92	in construction	TBD	N
110	Dutch Point Rental II Hatford, CT	Dutch Point Rental II LP 617-659-9595	Y	54	54	3/31/2008	7/22/2009	N
111	Holman Homes (Franklin Village) Durham, NC	TCB-DVI Holmand Homes LLC 617-659-9595	Y	83	74	12/31/2008	9/29/2009	Y**See Below

2nd PAGE TOTAL: 6,667 5,964

GRAND TOTAL: 10,190 8,846

LIHTC as % of
87% Total Unit

Agency Issuing Form 8823	Date Issued/Received	Borrower	Description
*Kentucky Housing Corporation (KHC)	1/4/2024	Clarksdale Rental IV Limited Partnership	Six 8823's received for Uniform Physical Condition Standards violations and failure to complete annual recertifications
**North Carolina Housing Finance Agency (NCHFA)	6/9/2023	TCB-DVI Holman Homes LLC	NCHFA has acknowledged that the 8823 was issued in error and has been working to retract it.

List of LIHTC Developments (Schedule A)



Development Name: Creighton Phase B
 Name of Applicant: Creighton Phase B LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Bartholomew J. Mitchell, President and Chief Executive Officer of TCB, Inc.

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?* N
 Y or N

Principal's Name:

Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

1st PAGE TOTAL:

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#DIV/0!

LIHTC as % of Total Units

ADD ADDITIONAL PROPERTIES USING NEXT TAB

List of LIHTC Developments (Schedule A)



Development Name: Creighton Phase B

Name of Applicant: Creighton Phase B LLC

INSTRUCTIONS:

- 1 **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
- 2 For each property for which an uncorrected 8823 has been issued, provide a detailed explanation of the nature of the non-compliance, as well as a status statement.
- 3 List only tax credit development experience since 2007 (i.e. for the past 15 years)
- 4 Use separate pages as needed, for each principal.

Richmond Redevelopment and Housing Authority (RRHA)
Principal's Name:

Controlling GP (CGP) or 'Named' Managing Member of Proposed property?* ^N Y or N

	Development Name/Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1	Dove Street Phase I Richmond, VA	Dove Street, LLC / (804) 780-4200	N	80	80	12/20/2013	2/20/2015	N
2	Dove Street Phase II Richmond, VA	Dove Street II, LLC / (804) 780-4200	N	48	38	2/4/2014	12/9/2014	N
3	Towns River South	Blackwell Community Limited Partnership / (804) 780-4200	N	132	132	3/31/2002	TBD	N
4	Church Hill North Phase 1A Richmond VA	Church Hill North Phase I LLC / (804) 780-4200	N	60	50	12/31/2019	3/16/2021	N
5	Church Hill North Phase 1B Richmond VA	Church Hill North Phase 1B LLC / (804) 780-4200	N	45	45	11/8/2019	7/28/2020	N
6	Church Hill North Phase 2A Richmond VA	Church Hill North Phase 2A / (804) 780-4200	N	70	70	11/20/2020	6/14/2021	N
7	Church Hill North Phase 2B	Church Hill North Phase 2B / (804) 780-4200	N	45	45	5/6/2022	TBD	N
8	Richmond Family 1	Richmond Family 1, LLC / (804) 780-4200	N	122	122	TBD	TBD	N
9	Richmond Family 2	Richmond Family 2, LLC / (804) 780-4200	N	82	82	TBD	TBD	N
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List of LIHTC Developments (Schedule A)

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

1st PAGE
TOTAL: 684 664

LIHTC as % of
97% Total Units

Tab E:

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

OPTION TO ACQUIRE A LEASEHOLD INTEREST

This Option to Acquire a Leasehold Interest (the "Option Agreement") is made and entered into as of January 12, 2024 (the "Effective Date"), by and between the Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia ("Optionor") and Creighton Phase B LLC, a Virginia limited liability company ("Optionee").

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

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

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

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

1. **Grant of Option.** In consideration of Optionee's undertaking of the Project, the sufficiency of such consideration being hereby acknowledged, Optionor hereby grants to Optionee the exclusive right and option to acquire the Property by ground lease from Optionor ("Option") for a period commencing on the Effective Date and continuing until the first anniversary of the Effective Date ("Expiration Date").

2. **Exercise of Option.** Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Expiration Date. The Option and the rights of Optionee shall automatically terminate without notice if Optionee does not exercise the Option in accordance with the terms herein on or before the Expiration Date. If Optionee exercises the Option, Optionor and Optionee shall mutually agree upon the form of the lease by which the Property shall be ground leased by Optionor to Optionee; provided, however, Optionor and Optionee acknowledge and agree that the lease shall provide for a one-time rent payment of \$278,764 which shall represent the rent due for the entire term of the lease and which shall be made by Optionee to Optionor through the execution by Optionee of a promissory note in such amount in favor of Optionor.

3. **Notices.** All notices provided for in this Option shall be in writing and shall be delivered by hand or sent by certified mail, postage prepaid and return receipt requested, or a nationally recognized overnight delivery service. Notice will be deemed to have been received by the party to whom it is sent, if hand delivered, upon delivery, if mailed, three (3) business days after deposit with the U.S. Postal Service, and if overnight delivery, upon delivery. The addresses to which notices to each party shall be sent are as follows:

If to Optionor: Richmond Redevelopment and Housing Authority
901 Chamberlayne Parkway
Richmond, VA 23220
Attn: Chief Executive Officer

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Optionor:

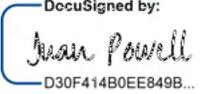
RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY,
a political subdivision of the Commonwealth of Virginia

By: _____
Name: _____
Title: _____

Optionee:

CREIGHTON PHASE B LLC,
a Virginia limited liability company

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

By: 
D30F414B0EE849B...

Juan Powell
Authorized Agent

EXHIBIT A

Legal Description

All that certain piece or parcel of land, and all appurtenances thereto belonging, lying and being in the City of Richmond, Virginia being more particularly described as follows: Beginning at a point, said point having a City of Richmond NAD83 (2011) South Zone coordinate value of N= 3,723,248.08, E= 11,802,731.96; thence S58°07'19"W, a distance of 230.15 feet; thence S60°23'34"W, a distance of 8.56 feet; thence N29°36'26"W, a distance of 135.00 feet; thence N60°23'34"E, a distance of 47.53 feet; thence N29°36'26"W, a distance of 143.50 feet; thence N60°23'34"E, a distance of 110.50 feet; thence S29°36'26"E, a distance of 44.00 feet; thence N60°23'34"E, a distance of 80.50 feet; thence S29°36'26"E, a distance of 225.38 feet, returning to the Point of Beginning.

Described Parcel contains 1.261 acres, more or less.

TERMINATION OF OPTION AGREEMENT

This Termination of Option Agreement is made and entered into as of the 12th day of January, 2024 (the "Effective Date") by and between Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia ("Optionor") and Creighton Phase B LLC, a Virginia limited liability company ("Optionee").

WHEREAS, Optionee and Optionor are parties to that certain Option to Acquire a Leasehold Interest dated as of March 14, 2023 (the "2023 Option Agreement"); and

WHEREAS, Optionee and Optionor wish to terminate the 2023 Option Agreement and to enter into a new option agreement with revised business terms;

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound:

1. Termination of Option. Optionee and Optionor agree that the 2023 Option Agreement is hereby terminated and that it shall have no further force and affect.

2. Counterparts. This document may be executed in multiple counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Optionor:

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

By: _____
Name: _____
Title: _____

Optionee:

CREIGHTON PHASE B LLC,
a Virginia limited liability company

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

By: 
D30F414B0EE849B...

Juan Powell
Authorized Agent

TERMINATION OF OPTION AGREEMENT

This Termination of Option Agreement is made and entered into as of the 12th day of January, 2024 (the "Effective Date") by and between Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia ("Optionor") and Creighton Phase B LLC, a Virginia limited liability company ("Optionee").

WHEREAS, Optionee and Optionor are parties to that certain Option to Acquire a Leasehold Interest dated as of March 14, 2023 (the "2023 Option Agreement"); and

WHEREAS, Optionee and Optionor wish to terminate the 2023 Option Agreement and to enter into a new option agreement with revised business terms;

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound:

1. Termination of Option. Optionee and Optionor agree that the 2023 Option Agreement is hereby terminated and that it shall have no further force and affect.

2. Counterparts. This document may be executed in multiple counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

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OPTION TO ACQUIRE A LEASEHOLD INTEREST

This Option to Acquire a Leasehold Interest (the "Option Agreement") is made and entered into as of January 12, 2024 (the "Effective Date"), by and between the Richmond Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia ("Optionor") and Creighton Phase B LLC, a Virginia limited liability company ("Optionee").

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

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

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

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

1. **Grant of Option.** In consideration of Optionee's undertaking of the Project, the sufficiency of such consideration being hereby acknowledged, Optionor hereby grants to Optionee the exclusive right and option to acquire the Property by ground lease from Optionor ("Option") for a period commencing on the Effective Date and continuing until the first anniversary of the Effective Date ("Expiration Date").

2. **Exercise of Option.** Optionee may exercise the Option by giving Optionor written notice, signed by Optionee, on or before the Expiration Date. The Option and the rights of Optionee shall automatically terminate without notice if Optionee does not exercise the Option in accordance with the terms herein on or before the Expiration Date. If Optionee exercises the Option, Optionor and Optionee shall mutually agree upon the form of the lease by which the Property shall be ground leased by Optionor to Optionee; provided, however, Optionor and Optionee acknowledge and agree that the lease shall provide for a one-time rent payment of \$278,764 which shall represent the rent due for the entire term of the lease and which shall be made by Optionee to Optionor through the execution by Optionee of a promissory note in such amount in favor of Optionor.

3. **Notices.** All notices provided for in this Option shall be in writing and shall be delivered by hand or sent by certified mail, postage prepaid and return receipt requested, or a nationally recognized overnight delivery service. Notice will be deemed to have been received by the party to whom it is sent, if hand delivered, upon delivery, if mailed, three (3) business days after deposit with the U.S. Postal Service, and if overnight delivery, upon delivery. The addresses to which notices to each party shall be sent are as follows:

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

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

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

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

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

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

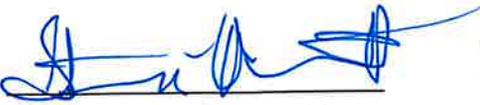
5. **Miscellaneous.** This Option Agreement shall be governed by, construed, and enforced in accordance with the substantive, and not the conflict, laws of the Commonwealth of Virginia. This Option Agreement shall be fully binding on and enforceable against the parties hereto and their respective, successors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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Optionor:

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

By:  1/16/24
Name: Steven B. Nesmith
Title: Chief Executive Officer

Optionee:

CREIGHTON PHASE B LLC,
a Virginia limited liability company

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

By: _____
Juan Powell
Authorized Agent

EXHIBIT A

Legal Description

All that certain piece or parcel of land, and all appurtenances thereto belonging, lying and being in the City of Richmond, Virginia being more particularly described as follows: Beginning at a point, said point having a City of Richmond NAD83 (2011) South Zone coordinate value of N= 3,723,248.08, E= 11,802,731.96; thence S58°07'19"W, a distance of 230.15 feet; thence S60°23'34"W, a distance of 8.56 feet; thence N29°36'26"W, a distance of 135.00 feet; thence N60°23'34"E, a distance of 47.53 feet; thence N29°36'26"W, a distance of 143.50 feet; thence N60°23'34"E, a distance of 110.50 feet; thence S29°36'26"E, a distance of 44.00 feet; thence N60°23'34"E, a distance of 80.50 feet; thence S29°36'26"E, a distance of 225.38 feet, returning to the Point of Beginning.

Described Parcel contains 1.261 acres, more or less.

[Print](#)**Property:** 3100 Nine Mile Road **Parcel ID:** E0000955001

Assessments

Assessments

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2023	\$7,560,000	\$22,967,000	\$30,527,000	Reassessment
2022	\$7,560,000	\$12,608,000	\$20,168,000	Reassessment
2021	\$7,560,000	\$12,608,000	\$20,168,000	Reassessment
2020	\$7,560,000	\$12,608,000	\$20,168,000	Reassessment
2019	\$2,520,000	\$12,608,000	\$15,128,000	Reassessment
2018	\$2,520,000	\$12,608,000	\$15,128,000	Reassessment
2017	\$2,520,000	\$12,608,000	\$15,128,000	Reassessment
2016	\$2,520,000	\$12,608,000	\$15,128,000	Reassessment
2015	\$2,520,000	\$12,140,000	\$14,660,000	Reassessment
2014	\$2,520,000	\$12,140,000	\$14,660,000	Reassessment
2014	\$2,520,000	\$12,140,000	\$14,660,000	Reassessment
2013	\$2,520,000	\$12,140,000	\$14,660,000	Reassessment
2013	\$2,520,000	\$12,140,000	\$14,660,000	Reassessment
2012	\$2,520,000	\$12,140,000	\$14,660,000	Reassessment
2012	\$2,520,000	\$12,140,000	\$14,660,000	Reassessment
2011	\$2,520,000	\$12,140,000	\$14,660,000	CarryOver
2010	\$2,520,000	\$12,140,000	\$14,660,000	Reassessment
2009	\$2,520,000	\$13,054,000	\$15,574,000	Reassessment
2008	\$2,520,000	\$13,054,000	\$15,574,000	Reassessment
2007	\$2,520,000	\$12,600,000	\$15,120,000	Reassessment
2006	\$957,700	\$8,871,100	\$9,828,800	Reassessment
2005	\$912,100	\$8,448,700	\$9,360,800	Reassessment

Land value calculation for Creighton Phase B

Total land area for Creighton Court: 34.198 acres (parcels A + C in boundary survey)

Total assessed land value for Creighton Court (2023): \$7,560,000

Land area for Creighton Phase B: 1.261 acres

Land value for Creighton Phase B: \$278,764

(\$7,560,000*(1.261/34.198))

Print

Property: Parcel ID: E0000955025

Assessments

Assessments

Assessment Year	Land Value	Improvement Value	Total Value	Reason
2024	\$896,000	\$0	\$896,000	Reassessment

LEGAL DESCRIPTION: PARCEL "A"

ALL THAT CERTAIN TRACT, PIECE, OR PARCEL OF LAND, BEING IN THE CITY OF RICHMOND, VIRGINIA, AND LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF N. 29th STREET (A 60' RIGHT-OF-WAY) BETWEEN TATE STREET AND KANE STREET, AND BEING A PORTION OF TAX PARCEL NO. E0000955001; SAID PARCEL BEING DESIGNATED AS PARCEL "A" ON A PLAT PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED NOVEMBER 14, 2020, ENTITLED, "BOUNDARY SURVEY OF PARCELS COMPRISING THE CREIGHTON COURT HOUSING DEVELOPMENT"; SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

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

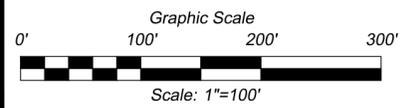
- 1. THENCE, WITH THE EASTERN RIGHT-OF-WAY LINE OF N. 29TH STREET (PUBLIC AND 60' IN WIDTH), N 36°34'05" E 1042.71', TO A SET ROD;
2. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF N. 29TH STREET (PUBLIC AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 820.00', AN ARC LENGTH OF 218.73', A DELTA ANGLE OF 15°17'00", A CHORD BEARING OF N 44°12'35" E, AND A CHORD LENGTH OF 218.08', TO A SET PUNCH HOLE;
3. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF N. 29TH STREET (PUBLIC AND 60' IN WIDTH), N 51°51'05" E 208.26', TO A FOUND CONCRETE MONUMENT; SAID MONUMENT BEING THE POINT OF CURVATURE OF THE RIGHT-OF-WAY RETURN LEADING INTO KANE STREET;
4. THENCE, LEAVING THE EASTERN RIGHT-OF-WAY LINE OF N. 29TH STREET, WITH THE RIGHT-OF-WAY RETURN LEADING INTO KANE STREET, WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00', AN ARC LENGTH OF 34.79', A DELTA ANGLE OF 99°39'20", A CHORD BEARING OF S 78°19'15" E, AND A CHORD LENGTH OF 30.56' TO A FOUND CONCRETE MONUMENT; SAID MONUMENT BEING THE POINT OF TANGENCY OF THE RIGHT-OF-WAY RETURN LEADING INTO KANE STREET;
5. THENCE, WITH THE SOUTHERN RIGHT-OF-WAY LINE OF KANE STREET (PUBLIC AND 60' IN WIDTH), S 28°29'35" E 274.38', TO A FOUND LEAD HUB AND TACK; SAID LEAD HUB AND TACK BEING THE POINT OF CURVATURE OF THE RIGHT-OF-WAY RETURN LEADING INTO CREIGHTON ROAD;
6. THENCE, LEAVING THE SOUTHERN RIGHT-OF-WAY LINE OF KANE STREET, WITH THE RIGHT-OF-WAY RETURN LEADING INTO CREIGHTON ROAD, WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00', AN ARC LENGTH OF 24.18', A DELTA ANGLE OF 69°16'22", A CHORD BEARING OF S 06°08'36" W, AND A CHORD LENGTH OF 22.73', TO A SET ROD; SAID ROD MARKING THE BEGINNING OF THE DIVISION BETWEEN THE PUBLIC AND PRIVATE RIGHTS-OF-WAY FOR CREIGHTON ROAD; SAID ROD ALSO BEING THE POINT OF BEGINNING FOR PARCEL "B" DESCRIBED BELOW;
7. THENCE, WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60'+- IN WIDTH), S 40°46'47" W 842.15', TO A SET NAIL;
8. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 600.00', AN ARC LENGTH OF 250.55', A DELTA ANGLE OF 23°55'32", A CHORD BEARING OF S 28°49'01" W, AND A CHORD LENGTH OF 248.73', TO A FOUND ROD;
9. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 16°51'15" W 246.95', TO A SET ROD; SAID ROD BEING THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD AND THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH);
10. THENCE, WITH THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH), N 55°54'55" W 427.33', TO A SET ROD;

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

NOTES:

- 1. THIS PLAT IS BASED UPON A CURRENT FIELD SURVEY AND WAS PERFORMED USING TRADITIONAL FIELD TECHNIQUES.
2. HORIZONTAL (NAD'83) AND VERTICAL (NAVD'88-GEOID 12B) DATUM ESTABLISHED THROUGH REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS ON 02-14-2017. DIFFERENTIAL CORRECTIONS WERE DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) CONTINUALLY OPERATING REFERENCE STATION (CORS) "VAAD". COORDINATE VALUES, IF SHOWN HEREON, ARE BASED ON THE VIRGINIA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
3. THE PROPERTY SHOWN HEREON FALLS IN THE FOLLOWING FLOOD HAZARD ZONE: "X"(UNSHADED)-AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD PLAIN. THE APPROXIMATE BOUNDARY LIMIT OF THIS AREA IS SHOWN GRAPHICALLY, IF IT FALLS WITHIN THE LIMITS OF THIS SURVEY, AS SCALED FROM FEMA FLOOD INSURANCE RATE MAP, MAP NUMBER 5101290042D, REVISED DATE: APRIL 2, 2009.
4. PROPERTY LINES SHOWN HEREON ARE TAKEN FROM COURT HOUSE RECORDS, EVIDENCE OF MONUMENTATION AND OCCUPATION FOUND IN THE FIELD. THIS SURVEY CONSTITUTES A BOUNDARY SURVEY AND WAS PREPARED WITH THE BENEFIT OF A PRELIMINARY TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. HE20-24694, EFFECTIVE DATE: JUNE 18, 2020 AT 8:00 A.M.
5. BEARINGS AND DISTANCES ENCLOSED BY PARENTHESIS () ARE SURVEY TIES TO FOUND MONUMENTATION TO ADJACENT PARCELS OR RIGHTS-OF-WAY.
6. NO CEMETERIES WERE OBSERVED DURING OUR PERIMETER SURVEY. NO FURTHER INVESTIGATIONS WERE MADE TO DETERMINE THE POSSIBLE EXISTENCE OF ANY OBSCURED OR UNMARKED GRAVE SITES.
7. THIS SURVEY WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF ALISON W. HANSON, LS FROM AN ACTUAL GROUND SURVEY MADE UNDER HER SUPERVISION. THE IMAGERY AND/OR ORIGINAL DATA WAS OBTAINED ON 11-14-2020. THIS PLAT, MAP, OR DIGITAL GEOSPATIAL DATA INCLUDING METADATA MEETS MINIMUM ACCURACY STANDARDS UNLESS OTHERWISE NOTED.

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



LEGAL DESCRIPTION: PARCEL "B"

ALL THAT CERTAIN TRACT, PIECE, OR PARCEL OF LAND, BEING IN THE CITY OF RICHMOND, VIRGINIA, AND BEING THE RIGHT-OF-WAY OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH) BETWEEN TATE STREET AND KANE STREET, AND BEING A PORTION OF TAX PARCEL NO. E0000955002; SAID PARCEL BEING DESIGNATED AS PARCEL "B" ON A PLAT PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED NOVEMBER 14, 2020, ENTITLED, "BOUNDARY SURVEY OF PARCELS COMPRISING THE CREIGHTON COURT HOUSING DEVELOPMENT"; SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

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

- 1. THENCE, CROSSING CREIGHTON ROAD TO THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60'+- IN WIDTH), S 43°42'51" E 64.58', TO A SET NAIL; SAID NAIL MARKING THE SOUTHERN END OF THE DIVISION LINE BETWEEN THE PUBLIC AND PRIVATE RIGHTS-OF-WAY FOR CREIGHTON ROAD; SAID NAIL ALSO BEING THE POINT OF BEGINNING FOR PARCEL "C" DESCRIBED BELOW;
2. THENCE, WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60'+- IN WIDTH), WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1011.00', AN ARC LENGTH OF 93.05', A DELTA ANGLE OF 05°16'24", A CHORD BEARING OF S 43°24'59" W, AND A CHORD LENGTH OF 93.02', TO A SET ROD;
3. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 40°46'47" W 72.00', TO A SET NAIL; SAID NAIL BEING THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF WALCOTT PLACE (PRIVATE AND 32' IN WIDTH) AND THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH);
4. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 40°46'47" W 32.00', TO A SET NAIL; SAID NAIL BEING THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WALCOTT PLACE (PRIVATE AND 32' IN WIDTH) AND THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH);
5. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 40°46'47" W 639.03', TO A SET NAIL;
6. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 540.00', AN ARC LENGTH OF 225.49', A DELTA ANGLE OF 23°55'32", A CHORD BEARING OF S 28°49'01" W, AND A CHORD LENGTH OF 223.86', TO A FOUND ROD;
7. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), S 16°51'15" W 268.57', TO A FOUND CONCRETE MONUMENT WITH ARROW TIP; SAID CONCRETE MONUMENT BEING AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH) AND THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH);
8. THENCE, CROSSING CREIGHTON ROAD TO THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 53°19'44" W 63.78', TO A SET ROD;
9. THENCE, WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 16°51'15" E 246.95', TO A FOUND ROD;
10. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00', AN ARC LENGTH OF 250.55', A DELTA ANGLE OF 23°55'32", A CHORD BEARING OF N 28°49'01" E, AND A CHORD LENGTH OF 248.73', TO A SET NAIL;
11. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60'+- IN WIDTH), N 40°46'47" E 842.15', TO A SET ROD.

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

LEGAL DESCRIPTION: PARCEL "C"

ALL THAT CERTAIN TRACT, PIECE, OR PARCEL OF LAND, BEING IN THE CITY OF RICHMOND, VIRGINIA, AND LOCATED ON THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (A VARIABLE WIDTH RIGHT-OF-WAY) BETWEEN TATE STREET AND INTERSTATE ROUTE 64, AND BEING A PORTION OF TAX PARCEL NO. E0000955001; SAID PARCEL BEING DESIGNATED AS PARCEL "C" ON A PLAT PREPARED BY H&B SURVEYING AND MAPPING, LLC, DATED NOVEMBER 14, 2020, ENTITLED, "BOUNDARY SURVEY OF PARCELS COMPRISING THE CREIGHTON COURT HOUSING DEVELOPMENT"; SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

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

OWNERSHIP & REFERENCES:

RICHMOND REDEVELOPMENT & HOUSING AUTHORITY

D.B. 534A, PG. 403; D.B. 534B, PG. 541; D.B. 534C, PGS. 199, 200 & 201; D.B. 534D, PGS. 20, 21, 23, & 24; D.B. 534D, PGS. 238 & 239; D.B. 535A, PG. 261; D.B. 535, PGS. 383, 456 & 472; D.B. 535D, PG. 29; P.B. 13, PG. 10; LESS & EXCEPT EXCESS LAND AS SHOWN ON DPW DWG #: P-11414-1; LESS & EXCEPT STREET RIGHTS-OF-WAY PER CITY ORDINANCE NO. 60-62-54, ADOPTED MARCH 28, 1960 AS SHOWN ON DPW DWG #: O-12098; PLUS AREAS OF STREET RIGHTS-OF-WAY CLOSED PER CITY ORDINANCE NO. 97-183-199, ADOPTED JUNE 23, 1997 & ACCEPTED JULY 23, 1997 (FULL WIDTH R/W MAINTENANCE & UTILITY ESMT RETAINED BY THE CITY OF RICHMOND) AS SHOWN ON DPW DWG #: O-23117.

THE FOLLOWING STREET R/W'S WERE DEDICATED IN WHOLE (OR IN PART) FROM RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY TO THE CITY OF RICHMOND PER CITY ORDINANCE NO. 60-62-54, ADOPTED MARCH 28, 1960 AS SHOWN ON DPW DWG #: O-12098: N. 29th STREET, CREIGHTON ROAD, WALCOTT PLACE, BUNCHIE PLACE, NINE MILE ROAD, TATE STREET AND TUXEDO BOULEVARD.

- 1. THENCE, WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PUBLIC AND VARIABLE IN WIDTH), WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1011.00', AN ARC LENGTH OF 46.67', A DELTA ANGLE OF 02°38'42", A CHORD BEARING OF N 47°22'32" E, AND A CHORD LENGTH OF 46.67', TO A SET NAIL;
2. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PUBLIC AND VARIABLE IN WIDTH), N 48°41'53" E 123.76', TO A SET ROD;
3. THENCE, LEAVING THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PUBLIC AND VARIABLE IN WIDTH), ALONG THE COMMON LINE WITH JERRY L. SULLIVAN (TAX PARCEL NO. E0000955013), S 76°38'27" E 171.45', TO A FOUND VDOT CONCRETE MONUMENT; SAID MONUMENT BEING ON THE WESTERN RIGHT-OF-WAY LINE OF INTERSTATE ROUTE 64 (PUBLIC, LIMITED ACCESS AND VARIABLE IN WIDTH); SAID MONUMENT ALSO BEING ON THE WESTERN RIGHT-OF-WAY LINE OF TUXEDO BOULEVARD (PUBLIC, UNIMPROVED AND 50' IN WIDTH);
4. THENCE, LEAVING THE COMMON LINE WITH JERRY L. SULLIVAN AND WITH THE WESTERN RIGHT-OF-WAY LINE OF TUXEDO BOULEVARD (PUBLIC, UNIMPROVED AND 50' IN WIDTH), S 22°40'25" E 835.37', TO A FOUND VDOT CONCRETE MONUMENT; SAID MONUMENT BEING ON THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH);
5. THENCE, WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 63°53'31" W 106.39', TO A FOUND ROD IN SIDEWALK CUT-OUT;
6. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 994.93', AN ARC LENGTH OF 164.14', A DELTA ANGLE OF 09°27'10", A CHORD BEARING OF S 62°50'54" W, AND A CHORD LENGTH OF 163.96', TO A FOUND ROD IN SIDEWALK CUT-OUT;
7. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 58°07'19" W 207.75', TO A SET NAIL; SAID NAIL BEING THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF BUNCHE PLACE (PRIVATE AND 32' IN WIDTH) AND THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH);
8. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 58°07'19" W 32.00', TO A SET NAIL; SAID NAIL BEING THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY LINE OF BUNCHE PLACE (PRIVATE AND 32' IN WIDTH) AND THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH);
9. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 58°07'19" W 264.40', TO A SET NAIL;
10. THENCE, CONTINUING WITH THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH), S 60°23'34" W 511.94', TO A FOUND CONCRETE MONUMENT; SAID MONUMENT BEING THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH) AND THE WESTERN RIGHT-OF-WAY LINE OF NINE MILE ROAD (PUBLIC AND VARIABLE IN WIDTH);
11. THENCE, WITH THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH), N 29°36'04" W 64.84', TO A FOUND CONCRETE MONUMENT;
12. THENCE, CONTINUING WITH THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 242.72', AN ARC LENGTH OF 80.24', A DELTA ANGLE OF 18°56'32", A CHORD BEARING OF N 39°04'21" W, AND A CHORD LENGTH OF 79.88', TO A SET ROD;
13. THENCE, CONTINUING WITH THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH), N 48°32'37" W 205.70', TO A FOUND CONCRETE MONUMENT WITH ARROW TIP; SAID CONCRETE MONUMENT BEING AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH) AND THE NORTHERN RIGHT-OF-WAY LINE OF TATE STREET (PUBLIC, UNIMPROVED AND 60' IN WIDTH);
14. THENCE, WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 16°51'15" E 268.57', TO A FOUND ROD;
15. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 540.00', AN ARC LENGTH OF 225.49', A DELTA ANGLE OF 23°55'32", A CHORD BEARING OF N 28°49'01" E, AND A CHORD LENGTH OF 223.86', TO A SET NAIL;
16. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 40°46'47" E 639.03', TO A SET NAIL; SAID NAIL BEING THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY LINE OF WALCOTT PLACE (PRIVATE AND 32' IN WIDTH) AND THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH);
17. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 40°46'47" E 32.00', TO A SET NAIL; SAID NAIL BEING THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF WALCOTT PLACE (PRIVATE AND 32' IN WIDTH) AND THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH);
18. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND 60' IN WIDTH), N 40°46'47" E 72.00', TO A SET ROD;
19. THENCE, CONTINUING WITH THE EASTERN RIGHT-OF-WAY LINE OF CREIGHTON ROAD (PRIVATE AND VARIABLE IN WIDTH), WITH A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1011.00', AN ARC LENGTH OF 93.05', A DELTA ANGLE OF 05°16'24", A CHORD BEARING OF N 43°24'59" E, AND A CHORD LENGTH OF 93.02', TO A SET NAIL;

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

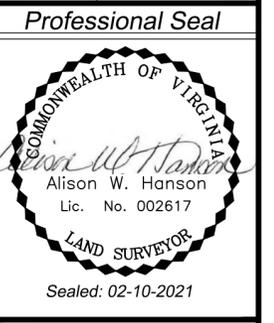
PARCEL AREAS & PARCEL ID:

- 1. PARCEL "A":
1.1. AREA=10.981 ACRES (478,324 S.F.)
1.2. PARCEL ID: E0000955001 (IN PART)
2. PARCEL "B":
2.1. AREA=1.842 ACRES (80,235 S.F.)
2.2. PARCEL ID: E0000955002 (IN PART)
3. PARCEL "C": INCLUDES WALCOTT PLACE & BUNCHE PLACE (BOTH PRIVATE ROADS BEING PART OF PARCEL ID: E0000955002)
3.1. AREA=23.217 ACRES (1,011,347 S.F.)
3.2. PARCEL ID: E0000955001 (IN PART)
TOTAL AREA = 36.040 ACRES (1,569,906 S.F.)

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

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

Table with 2 columns: Rev. #, Rev. Date



H&B Surveying and Mapping, LLC
insightful solutions, quality service
A DBE/WBE S/WaM Certified Business
2105 Electric Road SW, Suite 103
Roanoke, VA 23224
540.904.2559 Office
614 Moorefield Park Drive
Richmond, VA 23236
804.330.3781 Office 804.859.5330 Fax
www.hbsurveying.com

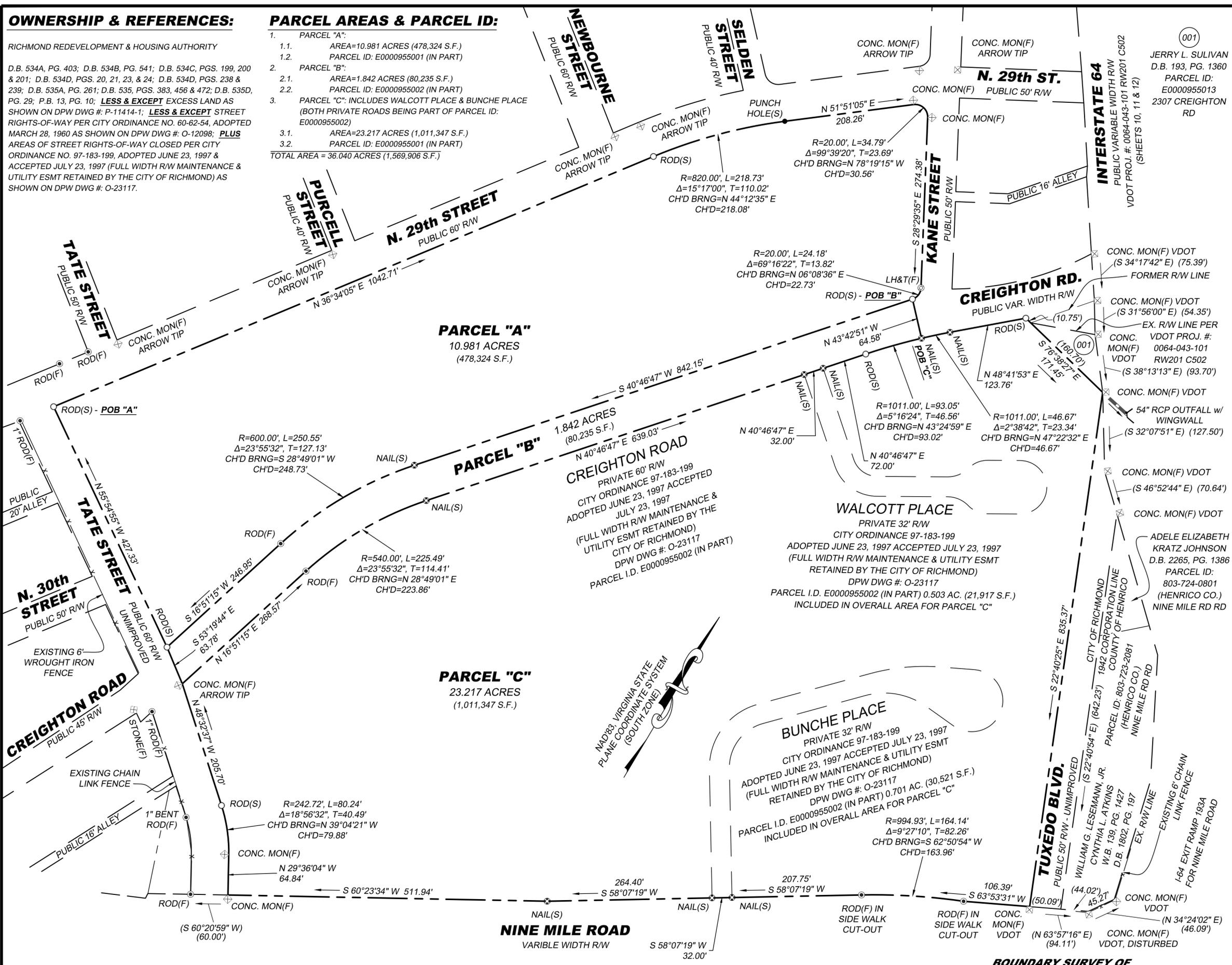


OWNERSHIP & REFERENCES:

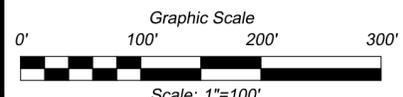
RICHMOND REDEVELOPMENT & HOUSING AUTHORITY
 D.B. 534A, PG. 403; D.B. 534B, PG. 541; D.B. 534C, PGS. 199, 200 & 201; D.B. 534D, PGS. 20, 21, 23, & 24; D.B. 534E, PGS. 238 & 239; D.B. 535A, PG. 261; D.B. 535, PGS. 383, 456 & 472; D.B. 535D, PG. 29; P.B. 13, PG. 10; **LESS & EXCEPT** EXCESS LAND AS SHOWN ON DPW DWG #: P-11414-1; **LESS & EXCEPT** STREET RIGHTS-OF-WAY PER CITY ORDINANCE NO. 60-62-54, ADOPTED MARCH 28, 1960 AS SHOWN ON DPW DWG #: O-12098; **PLUS** AREAS OF STREET RIGHTS-OF-WAY CLOSED PER CITY ORDINANCE NO. 97-183-199, ADOPTED JUNE 23, 1997 & ACCEPTED JULY 23, 1997 (FULL WIDTH R/W MAINTENANCE & UTILITY ESMT RETAINED BY THE CITY OF RICHMOND) AS SHOWN ON DPW DWG #: O-23117.

PARCEL AREAS & PARCEL ID:

1. PARCEL "A":
 - 1.1. AREA=10.981 ACRES (478,324 S.F.)
 - 1.2. PARCEL ID: E0000955001 (IN PART)
 2. PARCEL "B":
 - 2.1. AREA=1.842 ACRES (80,235 S.F.)
 - 2.2. PARCEL ID: E0000955002 (IN PART)
 3. PARCEL "C": INCLUDES WALCOTT PLACE & BUNCHE PLACE (BOTH PRIVATE ROADS BEING PART OF PARCEL ID: E0000955002)
 - 3.1. AREA=23.217 ACRES (1,011,347 S.F.)
 - 3.2. PARCEL ID: E0000955001 (IN PART)
- TOTAL AREA = 36.040 ACRES (1,569,906 S.F.)



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



THE FOLLOWING STREET R/W'S WERE DEDICATED IN WHOLE (OR IN PART) FROM RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY TO THE CITY OF RICHMOND PER CITY ORDINANCE NO. 60-62-54, ADOPTED MARCH 28, 1960 AS SHOWN ON DPW DWG #: O-12098: N. 29th STREET, CREIGHTON ROAD, WALCOTT PLACE, BUNCHE PLACE, NINE MILE ROAD, TATE STREET AND TUXEDO BOULEVARD.

POB "A" COORDINATE	POB "B" COORDINATE	POB "C" COORDINATE
N: 3,723,405.76	N: 3,724,258.24	N: 3,724,211.56
E: 11,801,449.82	E: 11,802,545.28	E: 11,802,589.91

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

Rev. #	Rev. Date

Professional Seal

Alison W. Hanson
 Lic. No. 002617
 Sealed: 02-10-2021

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

614 Moorefield Park Drive
 Richmond, VA 23236
 804.330.3781 Office 804.859.5330 Fax

Survey Produced at Richmond Office Location
 2105 Electric Road SW, Suite 103
 Roanoke, VA 24224
 540.904.2559 Office



Tab F:

RESNET Rater Certification (MANDATORY)

R. RESNET Rater Certification

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 Viridian's EarthCraft Multifamily program Gold certification or higher.

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



viridiant

March 6th, 2023

David Brotman
1003 K Street NW, Suite 700
Washington, DC 20001

Mr. Brotman,

The purpose of this letter is to confirm the Creighton Phase B project is currently on track for certification under the Enterprise Green Communities Program.

Viridiant has been working with The Community Builders to ensure all program requirements are included in the contract documents and all optional points are planned accordingly. Viridiant will be submitting the Pre-Build Application on The Community Builders' behalf and providing verification and certification services for the project. The project team has fulfilled all Viridiant's requests thus far ensuring the project is on track for certification.

Sincerely,

Katy Maher
Multifamily Project Manager, Viridiant,
703-408-2069 katy.maher@viridiant.org

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: 6LAqgGRL

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

\$698

*Relative to an average U.S. home

Home:
3127 Newbourne St
Richmond, VA 23223

Builder:

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	769 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	40 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.52 / 100 ft ²)
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.27, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A



Rating Completed by:

Energy Rater: Katy Maher

RESNET ID: 2430236

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/10/23 at 10:01 AM



Ekotrope RATER - Version:4.0.2.hf.3114

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: kvv0iv93a

HERS® Index Score:

53

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

Annual Savings

\$724

*Relative to an average U.S. home

Home:
3127 Newbourne St
Richmond, VA 23223

Builder:

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,000 ft ²
Number of Bedroom:	1
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 14 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.13 UEF
House Tightness:	4 ACH50
Ventilation:	40 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.52 / 100 ft ²)
Above Grade Walls:	R-23
Ceiling:	Attic: R-49
Window Type:	U-Value: 0.27, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Rating Completed by:

Energy Rater: Katy Maher

RESNET ID: 2430236

Rating Company: Viridian

1437 W. Main Street, Richmond, VA 23220

Rating Provider: Viridian

1437 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater

Digitally signed: 3/10/23 at 10:01 AM



Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: gdqjg8jv

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

\$831

*Relative to an average U.S. home

Home:
3127 Newbourne St
Richmond, VA 23223

Builder:

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,073 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	40 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.37 / 100 ft ²)
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.27, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A



Rating Completed by:

Energy Rater: Katy Maher

RESNET ID: 2430236

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220

Katy Maher, Certified Energy Rater

Digitally signed: 3/10/23 at 10:01 AM



Ekotrope RATER - Version:4.0.2.hf.3114

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: gdEXbYbL

HERS® Index Score:

52

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

Annual Savings

\$888

*Relative to an average U.S. home

Home:
3127 Newbourne St
Richmond, VA 23223

Builder:

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,073 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	40 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.37 / 100 ft ²)
Above Grade Walls:	R-23
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.27, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Rating Completed by:

Energy Rater: Katy Maher

RESNET ID: 2430236

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/10/23 at 10:01 AM



Ekotrope RATER - Version:4.0.2.hf.3114

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: q2R4bYYd

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

\$1,038

*Relative to an average U.S. home

Home:
3127 Newbourne St
Richmond, VA 23223

Builder:

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,405 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	40 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM25 / 100 ft ²
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.27, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	N/A



Rating Completed by:

Energy Rater: Katy Maher

RESNET ID: 2430236

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/10/23 at 10:01 AM



Ekotrope RATER - Version:4.0.2.hf.3114

The Energy Rating Disclosure for this home is available from the Approved Rating Provider.

This report does not constitute any warranty or guarantee.

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2023-03-06

Registry ID:

Ekotrope ID: Vvnx0pyL

HERS® Index Score:

52

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

Annual Savings

\$1,104

*Relative to an average U.S. home

Home:
3127 Newbourne St
Richmond, VA 23223

Builder:

This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,405 ft ²
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 9 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 16 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 UEF
House Tightness:	4 ACH50
Ventilation:	40 CFM • 23 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.52 / 100 ft ²)
Above Grade Walls:	R-23
Ceiling:	Attic, R-49
Window Type:	U-Value: 0.27, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Rating Completed by:

Energy Rater: Katy Maher

RESNET ID: 2430236

Rating Company: Viridiant

1431 W. Main Street, Richmond, VA 23220

Rating Provider: Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/10/23 at 10:01 AM



Tab G:

Zoning Certification Letter (MANDATORY)

Tab G:

Zoning Certification Letter (MANDATORY)



Zoning Certification

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

General Instructions:

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

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

Zoning Certification

DATE: January 23, 2024

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

RE: ZONING CERTIFICATION

Name of Development: Creighton Phase B

Name of Owner/Applicant: Creighton Phase B LLC

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

The above-referenced Owner/Applicant has asked this office to complete this form letter regarding the zoning of the proposed Development (more fully described below). This certification is rendered solely 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 Address:

3127 Newbourne Street
Richmond, VA 23223

Legal Description:

See attached

Proposed Improvements:

<input checked="" type="checkbox"/> New Construction:	<u>72</u> # Units	<u>1</u> # Buildings	<u>85,727.30</u> Total Floor Area Sq. Ft.
<input type="checkbox"/> Adaptive Reuse:	<u> </u> # Units	<u> </u> # Buildings	<u> </u> Total Floor Area Sq. Ft.
<input type="checkbox"/> Rehabilitation:	<u> </u> # Units	<u> </u> # Buildings	<u> </u> Total Floor Area Sq. Ft.

Zoning Certification, cont'd

Current Zoning: CUP No. 2021-182 allowing a density of
see below units per acre, and the following other applicable conditions:
The ordinance stipulates a 700 dwelling unit maximum for the entire Creighton Court site and does not prescribe units per acre.

Other Descriptive Information:
As the second phase of the on-site redevelopment of Creighton Court, Phase B will
include 72 apartment homes within a single four-story building. The building will hold a
fitness center, community room, package area, two elevators, and office space.

LOCAL CERTIFICATION:

Check one of the following as appropriate:

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



Jonathan Murray
Signature

Jonathan Murray, P.E.

Printed Name

Senior Project Manager

Title of Local Official or Civil Engineer

804.200.6542

Phone:

January 23, 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.

CREIGHTON – PHASE B LEGAL DESCRIPTION

ALL that certain lot, piece or parcel of land, situate, lying and being in the City of Richmond, Virginia and known, numbered and designated as Lot 9, on that certain plat entitled "CREIGHTON COURT REDEVELOPMENT SECTION 1", dated May 18, 2023 and revised May 30, 2023, prepared by H&B Surveying and Mapping, LLC and recorded June 15, 2023, in the Clerk's Office of Circuit Court of the City of Richmond County, Virginia, as Instrument No. 23-8887 (Plat 23-24A-E).

Described Parcel contains 1.263 acres, more or less.

Tab H:

Attorney's Opinion (MANDATORY)



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

Attorneys at Law
nixonpeabody.com
@NixonPeabodyLLP

January 25, 2024

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: Creighton Phase B, Richmond, VA
Name of Owner: Creighton Phase B LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. We have received a copy of and have 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”). We have also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as we believe 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 we deem 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 sections 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 organization's 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 in 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.

Very truly yours,

A handwritten signature in black ink that reads "Nixon Peabody LLP". The signature is written in a cursive, flowing style.

Nixon Peabody LLP



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[Attorneys at Law](#)
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~~H. Attorney's Opinion~~ [January 25, 2024](#)

~~Attorney's Opinion Letter~~

General Instructions

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

~~If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.~~



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Attorney's Opinion Letter – TAX-EXEMPT VERSION

(This Form Must Be Included With Application)

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

Date _____

To _____

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 _____:
Creighton Phase B, Richmond, VA

Name of Owner _____: Creighton
Phase B LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. ~~It has~~We have received a copy of and ~~has~~have 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~~We have also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as ~~it believes~~we believe 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~~we deem 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:



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[Attorneys at Law](#)
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[@NixonPeabodyLLP](#)

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~~[sections](#) 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~~[Development](#) comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

~~OR~~

~~Assuming that you designate the buildings in the Development as being in a difficult development area pursuant to Code Section 42(d)(5)(B)(v), the calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

~~3. [Select one]~~



3. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

OR

~~The information set forth in the Unit Details section of the Application form as to proposed rents exceeds the Code rent restrictions; however, the Development will satisfy all applicable requirements of the Code and Regulations due to subsidies such that no tenant will pay rents in excess of what is dictated by the Code and Regulations.~~

4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.
5. ~~[Delete if inapplicable]~~ The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.
6. ~~[Delete if inapplicable]~~ The nonprofit ~~organizations'~~organization's 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~~in 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 _____

Its _____

Title

Very truly yours,



Nixon Peabody LLP

Document comparison by Workshare Compare on Thursday, January 25, 2024
10:20:00 AM

Input:	
Document 1 ID	netdocuments://4871-4809-9228/1
Description	Attorneys Opinion Tax Exempt 2024 – VHDA Form
Document 2 ID	netdocuments://4873-6856-2844/2
Description	Creighton Court Phase B - VHDA Tax Opinion 2024 (for 4% Application)
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	33
Deletions	52
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	85

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 low-income housing.

Answers to the following questions will be used by the Authority in its evaluation of whether or not an applicant meets such requirements. Attach additional sheets as necessary to complete each question.

1. General Information

- a. Name of development _____
- b. 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) _____
- h. Describe exempt purposes (must include the fostering of low-income housing in its articles of incorporation) _____

- i. Expected life (in years) of nonprofit _____

Appendices continued

j. Explain the anticipated future activities of the nonprofit over the next five years:

k. How many full time, paid staff members does the nonprofit and, if applicable, any other nonprofit organization(s) ("related nonprofit(s)") of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related have (i.e. by shared directors, staff, etc.)? _____

How many part time, paid staff members? _____

Describe the duties of all staff members:

l. Does the nonprofit share staff with any other entity besides a related nonprofit described above?

YES NO If yes, explain in detail: _____

m. How many volunteers does the nonprofit and, if applicable, any related nonprofit have?

n. What are the sources and manner of funding of the nonprofit? (You must disclose all financial and/ or the arrangements with any individual(s) or for profit entity, including anyone or any entity related, directly, indirectly, to the Owner of the Development.

o. List all directors of the nonprofit, their occupations, their length of service on the board, and their residential addresses _____

Appendices continued

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

Appendices continued

g. Explain in detail the past experience of the nonprofit including, if applicable, the past experience of any other related nonprofit of which the nonprofit is a subsidiary or to which the nonprofit is otherwise related (by shared directors, staff, etc.) _____

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

Appendices continued

c. Will the nonprofit have the option or right of first refusal to purchase the proposed development at the end of the compliance period for a price not to exceed the outstanding debt and exit taxes of the for-profit entity? YES NO

If yes, where in the partnership/operating agreement is this provision specifically referenced?

Recordable agreement attached to the Tax Credit Application as TAB V?

If no at the end of the compliance period explain how the disposition of the assets will be structured:

d. Is the nonprofit materially participating (regular, continuous, and substantial participation) in the construction or rehabilitation and operation or management of the proposed Development?

YES NO If yes,

(i) Describe the nature and extent of the nonprofit's proposed involvement in the construction or rehabilitation of the Development:

(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):

(iii) Will the nonprofit invest in its overall interaction with the development more than 500 hours annually to this venture? YES NO If yes, subdivide the annual hours by activity and staff responsible and explain in detail :

Appendices continued

e. Explain how the idea for the proposed development was conceived. For example, was it in response to a need identified by a local neighborhood group? Local government? Board member? Housing needs study? Third party consultant? Other?

f. List all general partners/managing members of the Owner of the Development (one must be the nonprofit) and the relative percentages of their interests:

g. If this is a joint venture, (i.e. the nonprofit is not the sole general partner/managing member), explain the nature and extent of the joint venture partner's involvement in the construction or rehabilitation and operation or management of the proposed development.

h. Is a for profit entity providing development services (excluding architectural, engineering, legal, and accounting services) to the proposed development? YES NO If yes, (i) Explain the nature and extent of the consultant's involvement in the construction or rehabilitation and operation or management of the proposed development.

(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?

Appendices continued

i. Will the nonprofit or the Owner (as identified in the application) pay a joint venture partner or consultant fee for providing development services? YES NO If yes, explain the amount and source of the funds for such payments.

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?

YES 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:

Appendices continued

m. Disclose any business or personal (including family) relationships that any of the staff members, directors or other principals involved in the formation or operation of the non-profit have, either directly or indirectly, with any persons or entities involved or to be involved in the Development on a for-profit basis including, but not limited to the Owner of the Development, any of its for-profit general partners, employees, limited partners or any other parties directly or indirectly related to such Owner:

n. Is the nonprofit involving any local, community based nonprofit organizations in the development, role and operation, or provision of services for the development? YES NO If yes, explain in detail, including the compensation for the other nonprofits amount and timing of such payments.

4. Virginia and Community Activity

a. Has the Virginia State Corporation Commission authorized the nonprofit to do business in Virginia?
 YES NO

b. Define the nonprofit's geographic target area or population to be served:

c. Does the nonprofit or, if applicable, related nonprofit have experience serving the community where the proposed development is located (including advocacy, organizing, development, management, or facilitation, but not limited to housing initiatives)? YES NO
If yes, or no, explain nature, extent and duration of any service:

Appendices continued

d. Does the nonprofit's by laws or board resolutions provide a formal process for low income, program beneficiaries to advise the nonprofit on design, location of sites, development and management of affordable housing? YES NO If yes, explain

e. Has the Virginia Department of Agriculture and Consumer Services (Division of Consumer Affairs) authorized the nonprofit to solicit contributions/donations in the target community?

YES NO

f. Does the nonprofit have demonstrated support (preferably financial) from established organizations, institutions, businesses and individuals in the target community?

YES NO If yes, explain:

g. Has the nonprofit conducted any meetings with neighborhood, civic, or community groups and/or tenant associations to discuss the proposed development and solicit input? YES NO

If yes, describe the meeting dates, meeting locations, number of attendees and general discussion points:

h. Are at least 33% of the members of the board of directors representatives of the community being served? YES NO If yes,

(i) Low-income residents of the community? YES NO

(ii) Elected representatives of low-income neighborhood organizations? YES NO

i. Are no more than 33% of the members of the board of directors representatives of the public sector (i.e. public officials or employees or those appointed to the board by public officials)?

YES NO

Appendices continued

j. Does the board of directors hold regular meetings which are well attended and accessible to the target community? YES NO If yes, explain the meeting schedule:

k. Has the nonprofit received a Community Housing Development Organization (CHDO) designation, as defined by the U.S. Department of Housing and Urban Development's HOME regulations, from the state or a local participating jurisdiction? YES NO

l. Has the nonprofit been awarded state or local funds for the purpose of supporting overhead and operating expenses? YES NO If yes, explain in detail:

m. Has the nonprofit been formally designated by the local government as the principal community-based nonprofit housing development organization for the selected target area?

YES NO If yes, explain:

n. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as a joint venture partner with a for-profit entity? YES NO

If yes, note each such application including: the development name and location, the date of application, the nonprofit's role and ownership status in the development, the name and principals of the joint venture partners, the name and principals of the general contractor, the name and principals of the management entity, the result of the application, and the current status of the development(s).

Appendices continued

o. Has the nonprofit ever applied for Low Income Housing Tax Credits for a development in which it acted as the sole general partner/managing member? YES NO

If yes, note each such development including the name and location, the date of the application, the result of the application, and the current status of the development(s).

p. To the best of your knowledge, has this development, or a similar development on the same site, ever received tax credits before? YES NO If yes, explain:

q. Has the nonprofit been an owner or applicant for a development that has received a reservation in a previous application round from the Virginia Housing Partnership or the Virginia Housing Funds?

YES NO If yes, explain:

r. Has the nonprofit completed a community needs assessment that is no more than three years old and that, at a minimum identifies all of the defined target area's housing needs and resources?

YES NO If yes, explain the need identified:

s. Has the nonprofit completed a community plan that (1) outlines a comprehensive strategy for addressing identified community housing needs, (2) offers a detailed work plan and timeline for implementing the strategy, and (3) documents that the needs assessment and comprehensive strategy were developed with the maximum possible input from the target community?

YES NO If yes, explain the plan:

Appendices continued

5. Attachments

Documentation of any of the above need not be submitted unless requested by Virginia Housing.

The undersigned Owner and nonprofit hereby each certify that, to the best of its knowledge, all of the foregoing information is complete and accurate. Furthermore, each certifies that no attempt has been or will be made to circumvent the requirements for nonprofit participation contained in the Plan or Section 42 of the Internal Revenue Code.

Date _____

Owner/Applicant _____

By _____

Its _____

Title

Date _____

Nonprofit

By _____

Board Chairman

By _____

Executive Director

BY-LAWS
OF
THE COMMUNITY BUILDERS, INC.

Adopted February 20, 2002
Amended and Restated January 27, 2012
Amended February 26, 2016
Amended February 16, 2018
Amended January 1, 2021
Amended March 4, 2022

ARTICLE I

Name, Purposes and Location

1. The name and purposes of the corporation shall be as set forth in the Articles of Organization. These By-Laws, the powers of the corporation and of its directors and directors, and all matters concerning the conduct and regulation of the business of the corporation shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization which are hereby made a part of these By-Laws.

2. All references in these By-Laws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation as from time to time amended.

3. The principal office of the corporation in the Commonwealth of Massachusetts shall be located at 185 Dartmouth Street, Suite 900, Boston, Massachusetts 02116. The directors may change the location of the principal office in the Commonwealth of Massachusetts effective upon filing a certificate with the Secretary of the Commonwealth.

ARTICLE II

Members

The corporation shall have no members.

ARTICLE III

Board of Directors

1. There shall be a board of directors of not less than five nor more than twenty-five directors elected by a majority of the directors then in office at the annual meeting of directors. The directors may, at any special meeting, elect new directors to by a vote of a majority of the directors then in office. Subject to law, the Articles of Organization and these By-Laws, the directors shall establish the term of each director to hold office, and this may include staggering the terms of the directors. Each Director shall serve until the end of such term and until his or her successor is elected and qualified, unless such director sooner dies, resigns, is removed or becomes disqualified.

2. The board of directors shall have and may exercise all the powers of the corporation.
3. A director may be suspended or removed with cause by vote of the majority of the directors then in office. A director may be removed with cause only after reasonable notice and opportunity to be heard.
4. A director may resign by delivering their written resignation to the Chair of the corporation, to a meeting of the directors or to the corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.
5. Any vacancy in the board of directors between Annual Meetings may be filled by a vote of the majority of directors then in office. Each successor shall hold office for the unexpired term or until he or she sooner dies, resign, are removed or become disqualified. The directors shall have and may exercise all their powers, notwithstanding the existence of one or more vacancies in their number.
6. Regular meetings of the board of directors shall be held at least once in each quarter, unless said board shall otherwise provide, and such meetings may be held at such places and at such times as the board may from time to time determine. A regular meeting of the board of directors may be held immediately after and at the same place as the annual meeting of the directors. No call or notice shall be required for regular meetings of directors provided that reasonable notice (i) of the first regular meeting following the determination by the directors of the times and places for regular meetings shall be given to absent directors, and (ii) shall be given as otherwise required by law, the Articles of Organization or these By-Laws.
7. Special meetings of the board of directors may be held at any time and at any place when called by the Chair or by two or more directors, reasonable notice of the time and place thereof being given to each director. Such notice need not specify the purposes of a meeting, unless otherwise required by law, the Articles of Organization or these By-Laws or unless there is to be considered at the meeting (i) an increase or decrease in the number of directors, or (ii) removal or suspension of a director or an officer.
8. Except as otherwise expressly provided, it shall be reasonable and sufficient notice to a director to send notice by mail at least forty-eight hours or by facsimile or email at least twenty-four hours before the meeting, addressed to a director at their usual or last known business or residence address or to give notice to a director in person or by telephone at least twenty-four hours before the meeting.
9. Whenever notice of a meeting is required, such notice need not be given to any director if a written waiver of notice, executed by a director (or the director's attorney thereunto authorized) before or after the meeting, is filed with the records of the meeting, or to any director

who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A waiver of notice need not specify the purposes of the meeting unless such purposes were required to be specified in the notice of such meeting.

10. At any meeting of the directors, a majority of the directors then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, a majority of the directors present and voting shall decide any question, including election of officers, unless otherwise provided by law, the Articles of Organization, or these By-Laws.

11. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

12. If a director is precluded from voting, consenting or taking action on a particular matter because of a conflict of interest with respect to such matter, then at a meeting of the directors during which the directors act upon or in reference to such matter, the affirmative vote of a majority of the disinterested directors shall be required before the corporation may act on such matter (however, the interested director may be counted for purposes of determining a quorum). In the event the disinterested directors act on such matter in writing without holding an actual meeting, the consent in writing of all of the disinterested directors shall be required for such consent to be treated for all purposes as a vote at a meeting.

ARTICLE IV

Committees

1. The board of directors, or the Chair with the approval of the board of directors, may appoint such committees of directors of the corporation or of the directors as are deemed desirable, including an Executive Committee to whom may be delegated from time to time and until further order of the board of directors any or all of the powers of said board in connection with the management of the affairs of the corporation. Such-committees may be temporary or continuing, shall act under the supervision of the board of directors, and shall act with respect to such special or general problems as the board of directors may from time to time determine. Members of such committees may be removed at any time with or without cause and all or any of such committee or committees may be terminated at any time by the board of directors.

2. The Corporation shall establish a special committee, to be known as the "New York City Housing Committee", for the purpose of participating in one or more real estate transactions related to the development of affordable housing in New York City, New York ("Housing Transactions").

a. The New York City Housing Committee shall consist of not less than three Directors appointed by the Chair of the Board with the approval of the Board;

b. The New York City Housing Committee shall exercise all powers and duties of the Board with respect to the Housing Transactions for which it has been formed;

c. Following the formation of the New York City Housing Committee for one or more Housing Transaction(s), (i) the Board shall make no further determinations concerning such Housing Transaction(s), (ii) the New York City Housing Committee shall make all subsequent determinations concerning such Housing Transaction(s), and (iii) no determination by the New York City Housing Committee concerning such Housing Transaction(s) shall require approval by the Board; and

d. Where the New York City Housing Development Corporation ("HOC") and/or the City of New York, acting by and through its Department of Housing Preservation and Development ("HPD"), is a party to any Housing Transaction for which the New York City Housing Committee has been formed, until the conversion of such Housing Transaction to permanent financing or such later date as may be established in any agreement with HOC and/or HPD, (i) no member shall be added to the New York City Housing Committee without the prior written consent of HOC and/or HPD, as applicable, and (ii) the New York City Housing Committee shall not be disbanded or eliminated without the prior written consent of HOC and/or HPD, as applicable.

[Editor's note: Article IV was amended as of February 26, 2016 by adding Section 2 in its entirety.]

ARTICLE V

Officers

1. The officers of the corporation shall be a Chair, Treasurer, Clerk, President, Executive Vice Presidents, Senior Vice Presidents, Chief Financial Officer, Assistant Treasurers, Assistant Clerks and such other officers as the board of directors may in their discretion appoint. The corporation may also have such agents, if any, as the directors may appoint. The Chair, Treasurer and Clerk shall be elected at the annual meeting of the directors. The President, Executive Vice Presidents, Senior Vice Presidents, Chief Financial Officer and other officers, if any, may be appointed or removed by the directors at any time. The Chair, President, Treasurer and Clerk shall each hold office until the first meeting of the directors following the next annual meeting of the directors and until their successor is chosen and qualified, and each other officer shall hold office until the next annual meeting of the directors unless a shorter period shall have been specified by the terms of their appointment, or in each case until they sooner die, resign, are removed or become disqualified. Each agent shall retain their authority at the pleasure of the directors.

2. The Chair shall be a director. The Clerk shall be a resident of Massachusetts. So far as is permitted by law, any two or more offices may be filled by the same person. Each officer shall subject to these By-Laws, have in addition to the duties and powers herein set forth such duties and powers as are commonly incident to their office, and such duties and powers as the board of directors shall from time to time designate.

[Editor's note: Article V was amended as of January 1, 2021 to include the role of Executive Vice Presidents in Section 1 and to delete the requirement that the Treasurer and Clerk shall be a director in Section 2.]

ARTICLE VI

Chair

Except as otherwise voted by the board of directors, the Chair shall preside at all meetings of the board of directors at which he or she is present. During the absence of the Chair or in the event of his or her inability to act at a meeting of the board of directors, the Clerk shall preside and act as Chair at the meeting. During the absence and/or inability to act of both the Chair and the Clerk, the directors in attendance at such meeting shall appoint a director to preside and act as Chair at the meeting.

ARTICLE VII

Treasurer and Assistant Treasurer

1. The Treasurer shall, subject to the direction and under the supervision of the board of directors, have general charge of the financial concerns of the corporation, and the care and custody of the funds and valuable papers of the corporation, except his or her own bond, if any, and the Treasurer shall have power to endorse for deposit or collection all notes, checks, drafts and other obligations for the payment of money payable to the corporation or its order, and to accept drafts on behalf of the corporation. The Treasurer shall keep, or cause to be kept, accurate books of account, which shall be the property of the corporation. The Treasurer shall be authorized to execute and deliver on behalf of the corporation and its subsidiaries and affiliates of the federal, state and local tax returns, unaudited and audited financial statements and any other financial records of the corporation and its subsidiaries and affiliates; and to certify and attest to the accuracy of such tax returns, financial statements and financial records. The Treasurer shall also have such additional powers and duties as the board of directors shall from time to time designate.

2. The board of directors may elect one or more Assistant Treasurers to assist the Treasurer in carrying out his or her duties, each of whom shall, subject to the direction and under the supervision of the board of directors, shall assist the Treasurer with the financial concerns of the corporation, the care and custody of the funds and valuable papers of the corporation, and the keeping of accurate books of account. Each Assistant Treasurer shall be authorized to execute and deliver on behalf of the corporation and its subsidiaries and affiliates of the federal, state and local tax returns, unaudited and audited financial statements and any other financial records of the corporation and its subsidiaries and affiliates; to certify and attest to the accuracy of such tax returns, financial statements and financial records, and to exercise the authority of the Treasurer in all ministerial matters related to the Treasurer's duties. Each

Assistant Treasurer shall also have such additional powers and duties as the board of directors shall from time to time designate.

ARTICLE VIII

Clerk and Assistant Clerk

1. The Clerk shall have the authority to prepare, record and maintain records of all proceedings of the directors in a book or series of books kept for that purpose, which book or books shall be kept within the Commonwealth at the principal office of the corporation or at the office of its Clerk and shall be open at all reasonable times to the inspection of any director of the corporation. Such book or books shall also contain records of all meetings of incorporators and the original, or attested copies, of the Articles of Organization and By-Laws and names of all directors and the address of each. If the Clerk is absent from any meeting of the board of directors, a temporary Clerk chosen at the meeting shall exercise the duties of the Clerk at the meeting. In addition, the Clerk shall have the authority to certify or authenticate records, proceedings, votes, actions and minutes of the Board of Directors, the charitable organizational or tax-exempt status of the corporation and the organizational documents and any other corporate records of the corporation and to serve as a Secretary or Clerk or an Assistant Secretary or Assistant Clerk of any of the subsidiaries and affiliates of the Corporation and, in such capacity, to obtain an Employment Identification Number from the Internal Revenue Service for each of the subsidiaries and affiliates of the corporation. The Clerk may also certify as to the makeup of the Board of Directors, including, but not limited to, the members who identify as minorities, females, persons with disabilities, or veterans of the United States Armed Forces or Peace Corps.

2. The board of directors may elect one or more Assistant Clerks to assist the Clerk in carrying out his or her duties, each of whom shall also have the authority to prepare, record and maintain records of all proceedings of the directors in a book or series of books kept for that purpose. Each Assistant Clerk shall have the authority to certify or authenticate records, proceedings, votes, actions and minutes of the Board of Directors, the charitable organizational or tax-exempt status of the corporation and the organizational documents and any other corporate records of the corporation and to serve as a Secretary or Clerk or an Assistant Secretary or Assistant Clerk of any of the subsidiaries and affiliates of the Corporation and, in such capacity, to obtain an Employment Identification Number from the Internal Revenue Service for each of the subsidiaries and affiliates of the corporation. Each Assistant Clerk shall also have such additional powers and duties as the board of directors shall from time to time designate.

[Editor's note: Article VIII was amended as of March 4, 2022 to add the final sentence in Section 1.]

ARTICLE IX

President, Executive Vice Presidents, Senior Vice Presidents and Chief Financial Officer

The President shall be the chief executive officer of the corporation. The President, Executive Vice Presidents, Senior Vice Presidents and Chief Financial Officer shall have such powers and such special titles as the board of directors shall from time to time designate.

[Editor's note: Article IX was amended as of January 1, 2021 to include the role of Executive Vice Presidents.]

ARTICLE X

Suspension or Removal/Resignation

1. An officer may be suspended or removed with or without cause by vote of a majority of directors then in office. An officer may be removed with cause, only after reasonable notice and opportunity to be heard.

2. An officer may resign by delivering his or her written resignation to the Chair, Vice-Chair, Treasurer or Clerk of the corporation, to a meeting of the directors, or to the corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be, effective at some other time), and acceptance thereof shall not be, necessary to make it effective unless it so states.

ARTICLE XI

Vacancies

If the office of any officer becomes vacant, the directors may elect a successor. Each such successor shall hold office for the unexpired term, and in the case of the Chair, Treasurer and Clerk, until their successor is elected and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

ARTICLE XII

Indemnification

The corporation shall, to the extent legally permissible and only to the extent that the status of the corporation as an organization exempt under Section 501(c)(3) of the Internal Revenue Code is not affected thereby, indemnify each of its directors, officers and employees (including persons who serve at its request as directors, officers and employees of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceedings, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a director, officer, or employee, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such director, officer or employee, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification: (a) by a disinterested majority of the directors then in office; or (b) by a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of

independent legal counsel to the effect that such director, officer or employee appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the corporation; or (c) by a majority of the disinterested directors then in office. Expenses including counsel fees, reasonably incurred by any such director, officer or employee in connection with the defense or disposition of any such action, suit or other proceeding, may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if he or she shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6. The right of indemnification hereby provided, shall not be exclusive of or affect any rights to which any director, officer or employee may be entitled. Nothing contained herein shall affect any rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law. As used in this paragraph, the terms "director", "officer" and "employee" include their respective heirs, executors and administrators, and an "interested" director is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

ARTICLE XIII

Personal Liability

The directors and officers of the corporation shall not be personally liable for any debt, liability or obligation of the corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the corporation, may look only to the funds and property of the corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the corporation.

ARTICLE XIV

Compensation

Directors shall not be precluded from serving the corporation in any other capacity and receiving compensation for any such services.

ARTICLE XV

Corporate Seal

The seal of the corporation shall, subject to alteration by the board of directors, consist of a flat-faced circular die with the words "Massachusetts" and "Corporate Seal", together with the name of the corporation and the year of its organization, cut or engraved thereon.

ARTICLE XVI

Execution of Papers

Except as the board of directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted and endorsed by the corporation shall be

signed by the President or by the Treasurer.

ARTICLE XVII

Fiscal Year

Except as from time to time otherwise provided by the board of directors, the fiscal year of the corporation shall be a year ending on the last day of December, beginning with the year ending December 31, 2019, and the period from October 1, 2018 through December 31, 2018 shall be a separate, short fiscal year.

[Editor's note: Article XVII was replaced in its entirety on February 16, 2018.]

ARTICLE XVIII

Amendment

These By-Laws may be altered, amended or repealed by the affirmative vote of a majority of the directors represented and voting at any annual or special meetings of the directors called for the purpose, of which the notice shall either specify the articles to be affected by or the subject matter of the proposed alteration, amendment or repeal.

IDENTIFICATION
NO. _____
Filing Fee: \$35.00

Examiner

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Name
Approved

RESTATED ARTICLES OF ORGANIZATION

(General Laws, Chapter 180, Section 7)

We, Bartholomew J. Mitchell, III, *President / *Vice President,
and James F. Rushford, *Clerk / *Assistant Clerk,
of The Community Builders, Inc.

(Exact name of corporation)

located at 95 Berkeley Street, Boston, MA 02116

(Street address of corporation in Massachusetts)

do hereby certify that the following Restatement of the Articles of Organization was duly adopted at a meeting

held on November 14, 20 14, by a vote of _____ members,

all _____ directors, or _____ shareholders*;

- Being at least two-thirds of the members or directors legally qualified to vote in meetings of the corporation where there is no amendment to the Articles of Organization; OR
- Being at least two-thirds of its members legally qualified to vote in meetings of the corporation where there is an amendment to the Articles of Organization; OR
- Being at least two-thirds of its directors where there are no members pursuant to General Laws, Chapter 180, Section 3 and there is an amendment to the Articles of Organization; OR
- In the case of a corporation having capital stock, by the holders of at least two-thirds of the capital stock having the right to vote therein where there is an amendment to the Articles of Organization.

C
P
M
R.A.

*Delete the inapplicable words.

**Check only one box that applies.

Notes: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as such article requiring each addition is clearly indicated.

P.C.

ARTICLE I

The name of the corporation is:

The Community Builders, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

See attached continuation sheets.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

The corporation has no members.

ARTICLE IV

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

See attached continuation sheets.

***If there are no provisions, state "None".*

Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

Restated Articles of Organization
The Community Builders, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

The primary purpose of the Corporation is:

to foster low- and moderate-income housing ("Affordable Housing") by acquiring, owning, developing, constructing, sponsoring, managing, improving (through rehabilitation, new construction, or otherwise) and making available rental and homeownership housing at an affordable cost to low- and moderate-income families and persons without discrimination on any basis that is prohibited under the Constitution of the United States, and to stimulate, by example or otherwise, the renovation and improvement of properties, and generally to promote neighborhood improvement for the benefit of persons and families of low- and moderate- income, and for elderly, disabled, and other disadvantaged persons who desire to live and raise their families in safe, sanitary, and attractive homes and neighborhoods, and to undertake such other programs related thereto as are consistent with the status of the Corporation as an exclusively charitable organization, including the following activities and programs:

- i. to research, discover and develop methods of financing, home improvement, rehabilitation, and new construction which may be of assistance to low- and moderate-income families and persons, including without limitation, the planning and execution of demonstration or experimental Affordable Housing projects;
- ii. to engage in the development, construction and long-term management of Affordable Housing, mixed-income housing and community development projects;
- iii. to help neighborhood leaders, residents and institutions in obtaining and utilizing (a) the financial backing of individuals, charitable trusts and institutions, (b) the advice of experts in the real estate, banking, and construction fields, and (c) support from the community leaders and government agencies and officials;
- iv. to provide facilities, personnel and funds for studies, surveys and demonstration plans leading to effective housing improvements of the goals of the Corporation to be carried out by private and public institutions and agencies;
- v. to make outright grants or loans of all or any part of its funds or property, with or without interest, in furtherance of or in connection with the objectives of the Corporation;
- vi. to engage in such other charitable, educational or scientific activities as the Corporation may from time to time determine;
- vii. to solicit, receive and acquire by purchase, gift, devise, bequest, lease, or in any other manner to own, hold, use, maintain, improve and operate, and to sell, lease, convey and otherwise dispose of any buildings, money or other property, real or personal, in furtherance of any of the foregoing charitable, educational or scientific purposes;
- viii. to arrange financing for its own and other nonprofit sponsored Affordable Housing and community development projects by applying for and implementing loans, lines of credit, grants, investments and other private or governmental resources;
- ix. to provide facilities, personnel and funds in support of programs and services that will help residents and neighborhoods to achieve improved educational, personal, social and economic outcomes essential to individual and household success and community wealth and well-being; and
- x. to do any and all things directly or indirectly related to any of the foregoing educational, scientific or charitable purposes.

Restated Articles of Organization
The Community Builders, Inc.

ARTICLE IV

Other lawful provisions:

The following additional provisions, not inconsistent with law, are hereby established for the conduct and regulation of the activities and affairs of the corporation, for its voluntary dissolution, and for limiting, defining and regulating the powers of the corporation and its Board of Directors, namely:

A. The corporation may apply for and receive from any source or sources outright, in trust or otherwise, by gift, devise, bequest or otherwise, and hold, cash, securities and real and personal property to the extent from time to time authorized by law.

B. The corporation may retain, may buy or otherwise acquire, may renovate, improve or otherwise develop, may sell, lease, convey or otherwise dispose of, and may invest and reinvest its assets in, any property, whether real or personal, within or without the Commonwealth of Massachusetts, including without limitation, any stock, obligations or other securities of any corporation, association, business trust, investment trust, or investment company, although some or all of the property so acquired or retained is unproductive or wasting or is of a kind or a size which, but for this express authority would not be considered proper, provided that none of the assets of the corporation shall be directly or indirectly loaned to a Director.

C. The corporation may make contracts, incur liabilities, borrow money, make and endorse bonds, notes and other evidences of indebtedness, and mortgage, pledge or create any security interest in any real or personal property, all on such terms as its Board of Directors may determine.

D. The corporation may make contributions for the accomplishment of its purposes, in such amounts as the Directors determine to be reasonable, to corporations, trusts, funds, foundations or community chests, created or organized in the United States or in any territory or possession thereof, and organized and operated exclusively for religious, charitable, scientific, literary or educational purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which does not participate in or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. It is intended that the organizations described herein shall be entitled to exemption from federal income tax under 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or hereafter amended. The corporation may also make contributions to carry out the purposes of this corporation to states, territories or possessions of the United States, any political subdivision of the foregoing, or to the United States or the District of Columbia but only for public education, charitable or scientific purposes.

E. No part of any net earnings of the corporation shall inure to the benefit of any officer or director of the corporation, or any private individual, or be appropriated for any purposes other than the purposes of the corporation as herein set forth; and no substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in, any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these, the corporation shall not conduct any other activities not permitted to be carried on by a corporation exempt from taxation under section 501(c)(3) of the Internal revenue Code of 1986, as now in force or hereafter amended.

F. Except as otherwise required by law, the Articles of Organization of the corporation may be amended from time to time by the affirmative vote of at least a majority of the Board of Directors, provided that no amendment shall authorize or permit the corporation to be operated otherwise than exclusively for such educational, scientific, or charitable purposes as qualify the corporation for exemption from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now in force or hereafter amended.

Restated Articles of Organization
The Community Builders, Inc.

G. Subject to applicable provisions of law, the corporation may, at any time, be dissolved by the affirmative vote of at least a majority of its Board of Directors, provided that on such dissolution all the assets of the corporation (after the payments of all debts and other obligations) shall be contributed to any corporation or entity of the nature referred to in paragraph D. set forth above (or any corporation or entity succeeding to the assets and functions of any such corporation or entity) which shall have made contributions to such corporation for the accomplishment of its purposes, in the same proportion as the amount of such contributions by such corporation or entity bears to the total amount of such contributions made by all such corporations or entities as of the date of dissolution.

Doc 21365

ARTICLE V

The effective date of the Restated Articles of Organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VI

The information contained in Article VI is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

95 Berkeley Street, Boston, MA 02116

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Bartholomew J. Mitchell, III	95 BERKELEY ST., BOSTON, MA 02116	
Treasurer:	Edward H. Marchant	95 BERKELEY ST., BOSTON, MA 02116	
Clerk:	Jonathan M. Keyes	95 BERKELEY ST., BOSTON, MA 02116	
Directors: (or officers having the powers of directors)	Mary Jo Bane	95 BERKELEY ST., BOSTON, MA 02116	
	Edward H. Marchant	95 BERKELEY ST., BOSTON, MA 02116	
	Brian Fallon	535 MADISON AVE., NEW YORK, NY 10022	
	Audra Bohannon	95 BERKELEY ST., BOSTON, MA 02116	
	Jonathan M. Keyes	91 LIBERTY ST., CONCORD, MA 01742	
	Hipolito Roldan	325 NORTH WELLS, 8TH FLOOR CHICAGO, IL 60610	
	Phillip L. Clay	77 MASS. AVE. CAMBRIDGE, MA 02139	
	Sarah Lindhom	95 BERKELEY ST., BOSTON, MA 02116	

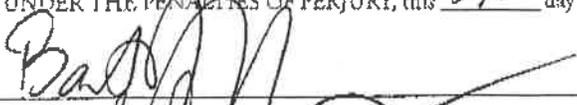
c. The fiscal year of the corporation shall end on the last day of the month of: September

d. The name and business address of the resident agent, if any, of the corporation is: C T CORPORATION SYSTEM
155 FEDERAL STREET, STE 700
BOSTON, MA 02110

**We further certify that the foregoing Restated Articles of Organization affect no amendments to the Articles of Organization of the corporation as heretofore amended, except amendments to the following articles. Briefly describe amendments below:

Article II - Modified the purpose of the corporation.

SIGNED UNDER THE PENALTIES OF PERJURY, this 29th day of December, 2014.

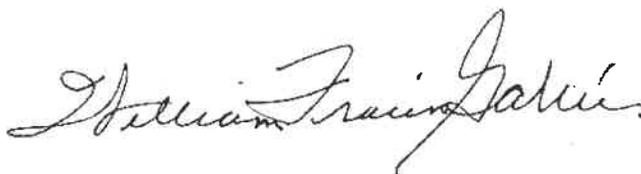
 _____, *President / Vice President.
 _____, #Clerk / *Assistant Clerk.

*Delete the inappropriate words. **If there are no such amendments, state "None".

THE COMMONWEALTH OF MASSACHUSETTS

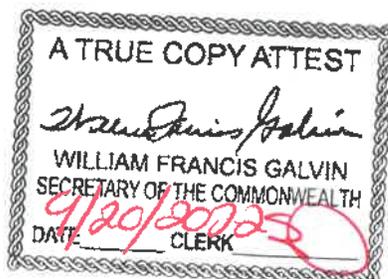
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 14, 2015 09:42 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Internal Revenue Service

Date: December 18, 2006

COMMUNITY BUILDERS INC
% THE COMMUNITY BUILDERS INC
95 BERKELEY ST
BOSTON MA 02116-6230

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Ms. R. Parker ID# 31-07403
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
04-2324773

Dear Sir or Madam:

This is in response to your request of December 18, 2006, regarding your organization's tax-exempt status.

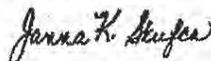
In June 1964 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: October 21, 1999

Person to Contact:
Pat Mahan 31-04019
Customer Service Representative
Telephone Number:
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
04-2324773

Community Builders Inc
95 Berkeley St
Boston, MA 02116

Dear Sir or Madam:

This letter is in response to your telephone request of October 21, 1999, for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in June 1964 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Community Builders Inc
04-2324773

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

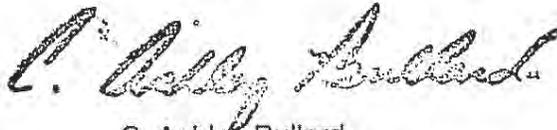
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Ashley Bullard". The signature is written in a cursive style with a large initial "C" and a long, sweeping underline.

C. Ashley Bullard
District Director

Internal Revenue Service
District Director

Department of the Treasury
NORTHEAST KEY DISTRICT OFFICE(EP/EO)

Date:

20 SEP 1996

Form Number:

FORM 990

Periods Ended:

August 31, 1994

THE COMMUNITY BUILDERS, INC.
95 BERKELEY STREET
BOSTON, MA 02116

In Reply Refer to:
EO 7231

Person to Contact:
FRANK B. HORVITZ

Contact Telephone Number:
(617)565-7776

Dear Sir or Madam:

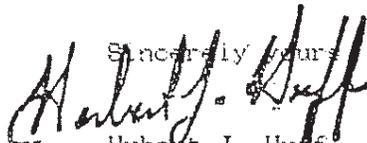
We are pleased to tell you that as a result of our examination for the above periods we will continue to recognize your organization as tax-exempt.

We have indicated below whether there is a change in your liability for the unrelated business income tax as provided by sections 511 through 515 of the Internal Revenue Code.

There is no change.

Thank you for your cooperation.

Sincerely yours



Hubert J. Huff
District Director

Internal Revenue Service

Department of the Treasury

District
Director

10 MetroTech Center
625 Fulton St., Brooklyn, NY 11201

▷

Date: **OCT 27 1995**

The Community Builders, Inc.
95 Berkeley Street
Boston, MA 02116-6230

Person to Contact:
Patricia Holub
Contact Telephone Number:
(718) 488-2333
EIN: 04-2324773

Dear Sir or Madam:

Reference is made to your request for verification of the tax exempt status of The Community Builders, Inc.

A determination or ruling letter issued to an organization granting exemption under the Internal Revenue Code remains in effect until the tax exempt status has been terminated, revoked or modified.

Our records indicate that exemption was granted as shown below.

Sincerely yours,

Patricia Holub

Patricia Holub
Manager, Customer
Service Unit

Name of Organization: The Community Builders, Inc.

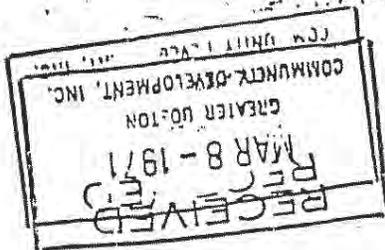
Date of Exemption Letter: June 1964

Exemption granted pursuant to section 501(c)(3) of the Internal Revenue Code.

Foundation Classification (if applicable): Not a private foundation as you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Internal Revenue Service
Washington, DC 20224

Date: 03-04-71 In reply refer to:



GREATER BOSTON COMMUNITY
DEVELOPMENT INC
677 FREMONT ST
BOSTON, MA

02118

Gentlemen:

Based on the information you recently submitted, we have classified you as an organization that is not a private foundation as defined in section 509(a) of the Internal Revenue Code.

Your classification is based on the assumption that your operations will be as stated in your notification. Any changes in your purposes, character, or method of operation must be reported to your District Director so he may consider the effect on your status.

Sincerely yours,

Chief, Rulings Section
Exempt Organizations Branch



U. S. TREASURY DEPARTMENT
 INTERNAL REVENUE SERVICE
 DISTRICT DIRECTOR
 5 Beacon Street
 Boston 8, Mass.

JUN 4 1984

IN REPLY REFER TO
 Form 2954
 BCS:A:R-30
 TG

South End Community Development, Inc.,
 20 Union Park
 Boston, Mass. 02118

PURPOSE
Charitable
FORM 990A REQUIRED
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ACCOUNTING PERIOD ENDING December 31st

Gentlemen:

Based upon the evidence submitted, it is held that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code, as it is shown that you are organized and operated exclusively for the purpose shown above. Any questions concerning taxes levied under other subtitles of the Code should be submitted to us.

You are not required to file Federal income tax returns so long as you retain an exempt status, unless you are subject to the tax on unrelated business income imposed by section 511 of the Code and are required to file Form 990-T for the purpose of reporting unrelated business taxable income. Any changes in your character, purposes or method of operation should be reported immediately to this office for consideration of their effect upon your exempt status. You should also report any change in your name or address. Your liability for filing the annual information return, Form 990A, is set forth above. That return, if required, must be filed after the close of your annual accounting period indicated above.

Contributions made to you are deductible by donors as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to or for your use are deductible for Federal estate and gift tax purposes under the provisions of section 2055, 2106 and 2522 of the Code.

You are not liable for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you file a waiver of exemption certificate as provided in such Act. You are not liable for the tax imposed under the Federal Unemployment Tax Act. Inquiries about the waiver of exemption certificate for social security taxes should be addressed to this office.

This is a determination letter.

P/A-
 Harry K. Mansfield, Esq.,
 c/o Ropes & Gray
 50 Federal St.,
 Boston, Mass.

Very truly yours,

Alvin M. Kelley
 ALVIN M. KELLEY
 District Director

Note: South End Community Development, Inc. changed its name in 1970 to Greater Boston Community Development, Inc. and in 1989 to The Community Builders, Inc. The change in name and area of operation did not involve a material change in purpose and this determination letter continues to apply to The Community Builders, Inc.

SCHEDULE B TO NON-PROFIT QUESTIONNAIRE

Officers and Key Staff Members* of The Community Builders, Inc. (as of January 24, 2024)

<u>Name</u>	<u>Title</u>	<u>Duties</u>
Louis Mercedes	Board Chair	Leads the board of directors and serves as liaison between the board and CEO
Bartholomew J. Mitchell	President and Chief Executive Officer	Leads the development, property management and community life operations
D. Morgan Wilson	Treasurer, Chief Financial Officer and Senior Vice President	Oversees financial management, accounting and information systems functions
Thomas Buonopane	Chief Investment Officer and Senior Vice President	Oversees project finance, asset management and community development financing activities
Lisa Wilcox-Erhardt	Executive Vice President (Property Management)	Leading all property management operations
Patricia Belden	Executive Vice President (Real Estate Development)	Leading all real estate development operations
[Vacant Position]	Clerk and General Counsel	Oversees the legal department and acts as corporate counsel to TCB and represents TCB and its affiliates in development, real estate and financing transactions
Juan Powell	Vice President of Real Estate Development	Oversees real estate development in Virginia, North Carolina, and Pennsylvania

* Key staff members listed for the Virginia region only

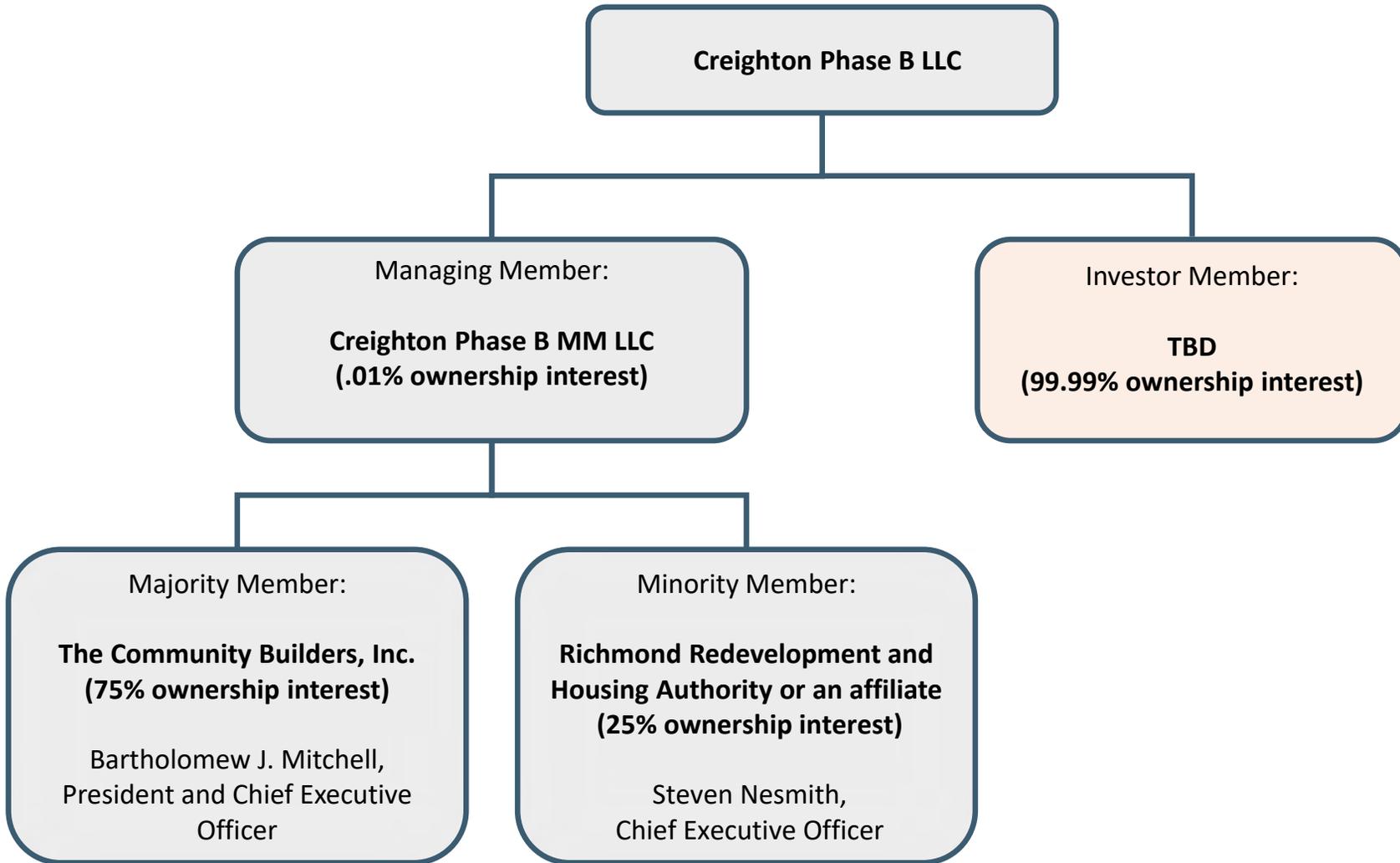
SCHEDULE C TO NON-PROFIT QUESTIONNAIRE

Directors of The Community Builders, Inc. (as of January 24, 2024)

<u>Name</u>	<u>Occupation</u>	<u>Length of Service on TCB Board</u>	<u>Residential Address</u>
Andrew Clark	Partner (Marcum LLP)	5 Years, 2 Months	375 Mt. Vernon Street, Apt. #320 Boston, MA 02125
Louis Mercedes	Attorney (Mintz Levin)	8 Years, 8 Months	163 Waverley Avenue Newton, MA 02458
Patrick Nash	Retired	8 Years, 0 Months	250 East Pearson Street, Unit #703 Chicago, IL 60611
Robin Powell Mandjes	Principal (Powell Mandjes Associates)	4 Years, 11 Months	26C Bradbury Street Cambridge, MA 02138
Amy Schectman	President and Chief Executive Officer (2Life Communities)	5 Years, 2 Months	484 Washington Street Brookline, MA 02446
Monica A. Warren-Jones	Director of Capital Solutions (Enterprise Community Partners, Inc.)	4 Years, 11 Months	308 G Street NE Washington, DC 20002
Malcolm Williams	Vice President (Silverstein Properties)	5 Years, 2 Months	878 Jefferson Avenue, Unit #2R Brooklyn, NY 11221
Richard High	President (John M. Corcoran & Co. LLC)	3 Years, 10 Months	212 Bolton Road Harvard, MA 01451
Carol Galante	Founder and Advisor (Turner Center for Housing Innovation)	3 Years, 10 Months	1130 Winsor Avenue Piedmont, CA 94610
Jeffrey Sanchez	Senior Advisor (Rasky Partners)	3 Years, 10 Months	41 Malcolm Road Jamaica Plain, MA 02130
Dr. Kamillah Wood	Community Pediatrician (Children's National THEARC)	3 Years, 6 Months	519 Triggerfish Drive National Harbor, MD 20745
David Johnson	Chief Executive Officer (4sight Health, LLC)	3 Years, 6 Months	536 West Barry Avenue Chicago, IL 60657
Mia Roberts	President (Freshpower LLC)	2 Years, 2 Months	28 Ivan Street Lexington, MA 02420
Benjamin Jullien	Senior Director, Financial Analysis (Bozzuto Group)	1 Years, 2 Months	3001 Hickory Street Alexandria, VA 22305
Bernita Johnson Gabriel	Senior Advisor, Inclusive Economic Dev. (New Growth Innovation Network)	0 Years, 7 Months	5811 S. Michigan Avenue, Apt. 1 Chicago, IL 60637

Adam Troy	President and Chief Executive Officer (Troy Enterprises, LLC)	0 Years, 7 Months	3116 Willow Springs Drive Columbus, OH 43219
Jay Walder	Chief Executive Officer (SAB International LLC)	0 Years, 7 Months	345 Carroll Street, Apt. PHC Brooklyn, NY 11231
Kim Michelle Janey	President and Chief Executive Officer (Economic Mobility Pathways, Inc.)	0 Years, 2 Months	27 Copeland Street Roxbury, MA 02119

ORGANIZATIONAL STRUCTURE AT CLOSING

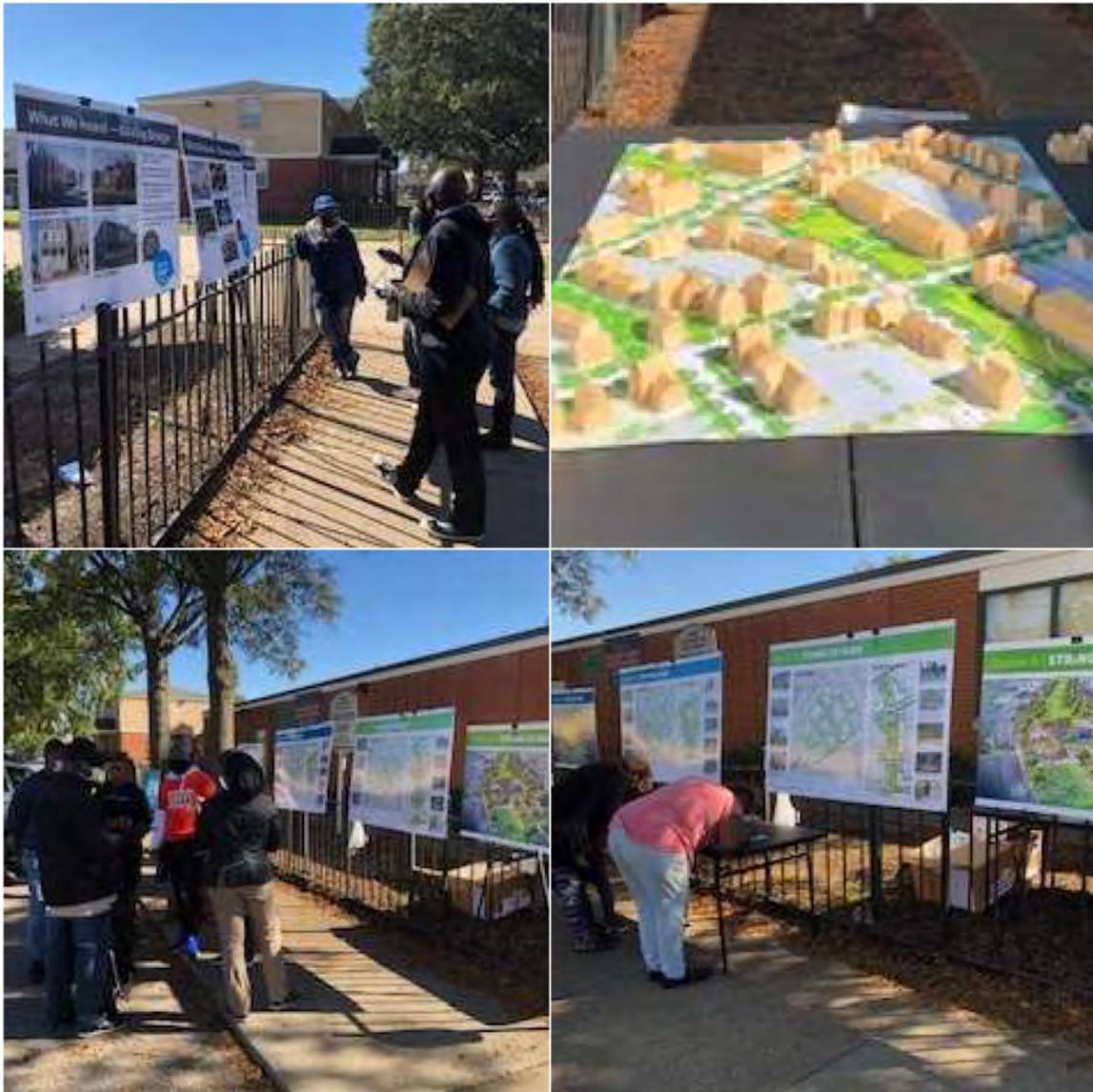


Dated as of: March 7, 2023

SCHEDULE E CREIGHTON COURT REDEVELOPMENT

CREIGHTON COURT REDEVELOPMENT

2020 Community Engagement Report | December 2020



Introduction

CREIGHTON COURT REDEVELOPMENT

For several years, the City of Richmond has been moving toward the transformation of public housing. In recent years, Richmond Redevelopment Housing Authority (RRHA) and its development partner The Community Builders (TCB) have been actively engaged in the redevelopment of Creighton Court.

A first step toward Creighton's transformation has been the development of a mixed-income community on the site of the old Armstrong High School with nearly half of the 250+ new units to be set aside for residents of Creighton Court. In October 2020, the City of Richmond celebrated the successful relocation of more than 30 Creighton Court residents to the new Armstrong Renaissance community.

In the early summer of 2020, RRHA and TCB began laying the groundwork for the physical transformation of Creighton Court on the north side of Nine Mile Road in Richmond's East End.

Floricane, a Richmond-based consulting firm, was enlisted to create and facilitate a community engagement process that would give residents of the neighborhood a clear and consistent voice in the development of a Master Plan. (Urban Design Associates of Pittsburgh was engaged to develop the Master Plan. Richmond-based engineering firm, the Timmons Group, is the site engineer.)

From August through December 2020, a small team of consultants from Floricane engaged directly with residents in the neighborhood to surface their hopes, their concerns, and their best ideas for a redeveloped Creighton Court community. The end result of this engagement is a Master Plan, designed by UDA – and shaped and informed by the current residents of Creighton Court.

It is important to note that this process of community engagement happened during a period of intense social and economic stress – in Creighton Court, in Richmond, and around the nation. Every effort was made to balance a desire to actively engage as many residents as possible with an absolute desire to ensure that every resident had an opportunity engage safely and honestly. All of the engagement events happened outdoors, in socially distanced spaces with masks and hand sanitizers. Information was distributed in flyer format to residents and made available electronically.

CREIGHTON COURT REDEVELOPMENT

What follows is a summary of the engagement process; details around resident perspectives and feedback throughout the process; and supporting documentation of the activities that informed the Master Plan design decisions.

Engagement Overview

While the redevelopment of Creighton Court has been discussed for years, it wasn't until the development of the new Armstrong Renaissance community began in 2016 that the possibility of a reimagined Creighton Court neighborhood felt remotely plausible to many residents.

The current process of developing a master plan, including the community engagement, is a collaboration between Richmond Redevelopment and Housing Authority, The Community Builders, Timmons Group, Urban Design Associates, and Richmond-based consulting group, Floricane.

As the development partners finalize the master plan; secure approval from the City of Richmond; and finalize funding, the idea of a new and improved Creighton Court feels increasingly tangible to residents. There is positive energy among most residents as they consider – and begin to see – changes to their neighborhood.

During the engagement process, Creighton residents were also experiencing tremendous stress – beyond those stressors already inherent in low-income, urban communities. The summer of 2020 – in the midst of a global health pandemic that was disproportionately impacting communities of color, and as the Black Lives Matter protests reminded some Americans of the racial, social, and economic disparities that many of their fellow citizens experienced daily – has been a challenging time to contemplate a distant, aspirational future.

The engagement process attempted to give space both for tapping into the hopes of residents excited about a better future and the engagement constraints brought on by a need for safe social distancing during the pandemic.

Engagement happened across two specific windows of time (and focus). A detailed overview of each engagement window – along with supporting graphics and data – can be found later in this report. Just below is a brief summary of the two engagement windows:

CREIGHTON COURT REDEVELOPMENT

1. Community Visioning and Ideation (August and September)

During late August and September of 2020, a small team from Floricane engaged Creighton Court residents through a series of communications, conversations, and connections that allowed the community to speak to its dreams, concerns, and practical needs. This initial engagement culminated with a series of three “pop up” sessions on September 12, 13 and 14, followed by two follow-up sessions on September 20 and 21.

A key aspect of the engagement process was to ensure that the voices of Creighton residents informed the development of the new master plan. By meeting residents in their neighborhood for in-person discussions, and the opportunity to fill out a brief survey on-the-spot, we were able to generate written feedback from 159 Creighton residents during this first weekend event, and approximately 50 responses to a set of visual data presented the following weekend.

The initial survey results were summarized and delivered back to the larger project team of RRHA, TCB, Timmons and UDA. This initial set of resident data allowed UDA to generate an initial set of visual options for residents around community center and green space offerings, as well as the architectural features of the residential buildings in the new neighborhood.

On September 20 and 21, a second set of “pop up” events were held in the Creighton neighborhood, allowing another 49 residents to view, discuss and “vote” on sets of images reflecting possible options and features for a new community center, public green spaces and parks, and new homes and residential buildings.

This data was shared back with UDA to provide resident input and perspective to shape a final set of designs for community review in October.

3. Final Concepts and Emerging Master Plan (October and November)

The final round of resident input – responding to visual renderings of the future Creighton Court development, including two options for green spaces and parks – was held on October 17 and 18 with almost 100 residents visiting the design “pop up” events to meet with representatives from RRHA, TCB, and Floricane.

CREIGHTON COURT REDEVELOPMENT

During this same window, broader conversations were held with the Tenants Council for Creighton Court, as well as a broad group of community stakeholders representing organizations actively engaged in the East End of Richmond.

Engagement Timeline

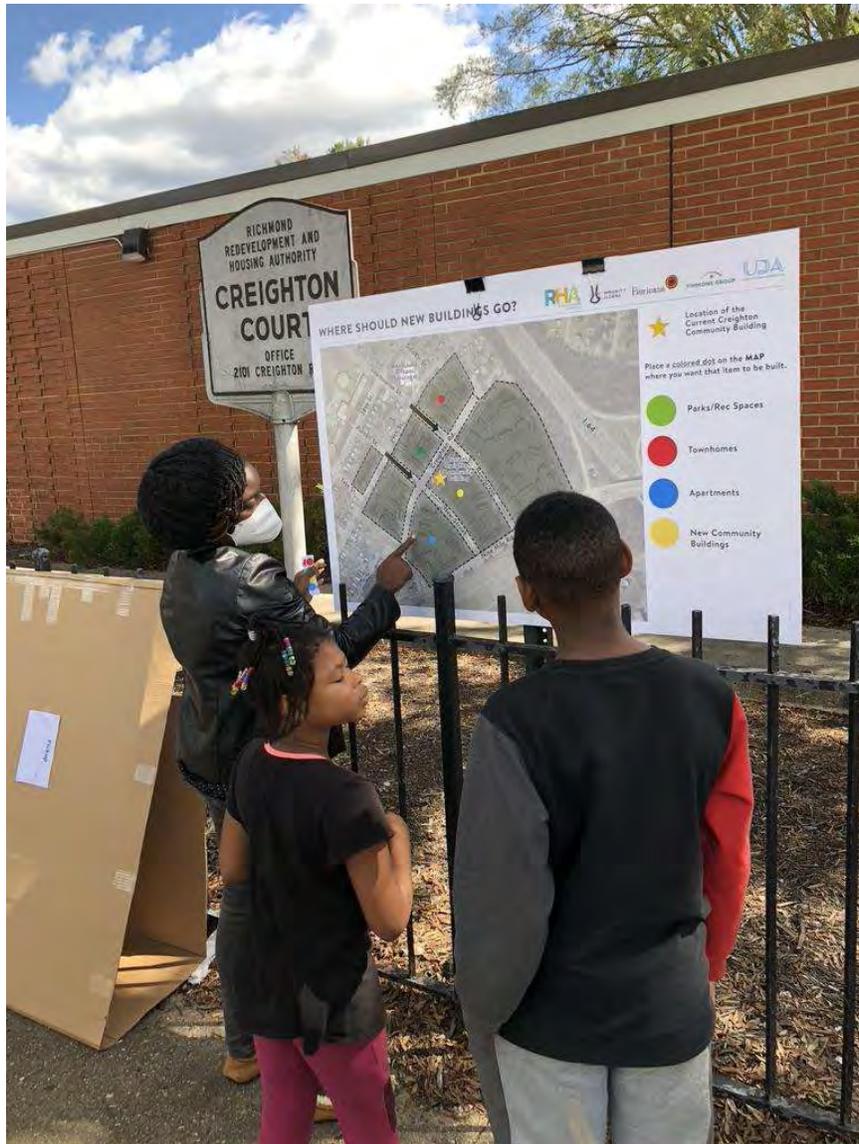
Over the course of just over 8 weeks, Floricane scheduled and facilitated 7 “pop up” engagement events with Creighton Court residents; 2 discussions with the Tenants Council; and three community stakeholder presentations. The broad timeline of activities is below, and more details on each phase of the process can be found in subsequent sections of this report.

Week of September 7	Flyers for the first round of “Pop Up” events distributed to individual homes/apartments in Creighton Court
September 12	First community engagement Vision session
September 13	Second community engagement Vision session
September 14	Third community engagement Vision session
September 19	First community engagement Ideation session
September 20	Second community engagement Ideation session
Week of October 12	Flyers for the third round of “Pop Up” events distributed to individual homes/apartments in Creighton Court
October 17	First community engagement Final Concepts session
October 18	Second community engagement Final Concepts session
October 19	Two community stakeholder Zoom presentation and discussion sessions
October 29	Tenants Council meeting
November 2	One community stakeholder Zoom presentation and discussion session

CREIGHTON COURT REDEVELOPMENT

ENGAGEMENT DETAILS

Community Vision and Ideation



(September 12, 13, 14 & September 20 and 21)

CREIGHTON COURT REDEVELOPMENT

ENGAGEMENT DETAILS

Community Vision and Ideation

(September 12, 13, 14 & September 20 and 21)

The Emerging Vision for Creighton Court

Through the engagement of more than 200 Creighton Court residents during the late summer of 2020, an emerging community vision for a redeveloped Creighton Court neighborhood emerged. This emerging vision is an important cornerstone in the development of a Master Plan for the community, and is rooted around both a set of values or principles important to residents and around a set of specific design features that will give character and life to the newly designed community.

In its simplest form, the emerging community vision for Creighton Court calls out for attention to several key desires:

The design of a new neighborhood whose design is rooted in an everyday sense of safety and security, a passion for the healthy development of children, and opportunities – and physical spaces – that invite community and connection.

At the heart of the community vision, of course, are the hopes, aspirations, and concerns of the hundreds of residents currently living in Creighton Court. While every resident in Creighton has their own story, and their own priorities, almost every discussion and data point oriented around three key pillars:

1. **SAFETY:** Residents repeatedly expressed concern, frustration, and fear about crime and safety in the neighborhood. Gun violence and random shootings are top-of-mind for almost every resident.
2. **CHILDREN AND YOUTH:** Protecting children and providing neighborhood youth safe and quality spaces to play and learn, was a priority for almost every single resident.

CREIGHTON COURT REDEVELOPMENT

3. **CONNECTIONS:** Senior residents in the community lack safe and comfortable spaces to gather and connect.

Specific resident needs and wants drawn from a combination of the completed written surveys (159) and the visual survey (~47) cluster as follows:

COMMUNITY BUILDINGS

The majority of residents would like:

- More than one community building
- Programming to be centered around teens
- A focus on art, education, and resumes
- Computers to be available in the buildings
- A gym or workout room
- A community room for gatherings and/or movies
- A child care facility
- A community kitchen
- A computer room

Residents had a strong preference for the community building(s) to be located between Creighton and Nine Mile roads.

PARKS AND RECREATIONAL SPACES

Residents were split over whether they'd prefer one large park, or several smaller parks.

The majority of residents would like:

- Playgrounds with safe equipment and an exercise/track area for parents
- Basketball courts
- Community garden space
- Benches and/or seating areas
- Picnic tables
- A splash pad

Residents were evenly split around the location of parks and recreation areas being located along the northeast side near 29th Street OR the southeast side of the community along Nine Mile Road.

CREIGHTON COURT REDEVELOPMENT

HOUSING

Residents prefer

- Brick over siding
- Porches over front stoops
- 2 story townhomes over 3 story townhomes

Residents were evenly divided over

- Sloped versus flat roofs
- Modern style versus traditional style
- More or less variety of housing styles

Residents indicated a preference for apartments to be generally located along 29th Street (Quadrant 1) and Nine Mile Road (Quadrant 6).

Residents indicated a preference for townhomes to be located along 29th Street (Quadrant 2) and Nine Mile Road (Quadrant 6).

CREIGHTON COURT REDEVELOPMENT

The Community Engagement Process

While the redevelopment of Creighton Court has been discussed for years, it wasn't until the development of the new Armstrong Renaissance community began in 2016 that the possibility of a reimagined Creighton Court neighborhood felt remotely plausible to many residents.

The overall development process, including the community engagement, is a collaboration between Richmond Redevelopment and Housing Authority, The Community Builders, Timmons Group, Urban Design Associates, and Richmond-based consulting group, Floricane.

As the development partners prepare to develop a master plan; secure approval from the City of Richmond; and finalize funding, the idea of a new and improved Creighton Court feels increasingly tangible to residents. There is positive energy among most residents as they consider changes to their neighborhood.

Residents are also experiencing tremendous stress – beyond those stressors already inherent in low-income, urban communities. The summer of 2020 – in the midst of a global health pandemic that was disproportionately impacting communities of color, and as the Black Lives Matter protests reminded some Americans of the racial, social, and economic disparities that many of their fellow citizens experienced daily – has been a challenging time to contemplate a distant, aspirational future.

The engagement process attempted to give space both for tapping into the hopes of residents excited about a better future and the engagement constraints brought on by a need for safe social distancing during the pandemic.

During late August and September of 2020, a small team from Floricane engaged Creighton Court residents through a series of communications, conversations, and connections that allowed the community to speak to its dreams, concerns, and practical needs. A key aspect of the engagement process was to ensure that the voices of Creighton residents informed the development of the new master plan.

The process was designed around a small set of questions that could guide the team at Urban Design Associates in the development of a master plan:

CREIGHTON COURT REDEVELOPMENT

1. *What style, design elements, and features are most appealing to current Creighton residents?*
2. *What values, or aspirations for the future, are most important to current Creighton residents?*
3. *What types of programming and community services do residents most want to see in their community in the future?*
4. *Where should key buildings and design features be physically located on the existing Creighton Court property?*

To maximize outreach and engagement, the process emphasized multiple methods of reaching and involving residents. More than 200 Creighton residents – young and old – were directly engaged in the first phase of the process in multiple ways:

- **Meeting with the Creighton Court Tenant’s Council** to share the proposed process and seeking resident feedback to improve our engagement approach.
- **Hiring several Creighton youth** to distribute ~400 information flyers and printed surveys to every residence in the neighborhood.
- **Making surveys available to residents** on paper, electronically, and in-person.
- **Engaging more than 150 residents at pop-up survey booths** outside of the community center during the day on September 4, 5 and 6.
- **Engaging approximately 50 residents at pop-up visual survey booths** outside of the community center on September 20 and 21.

As a starting point, the Emerging Community Vision is designed to be a working document to inform the development of a new Creighton Court master plan.

Subsequent engagement sessions included both additional resident feedback and the perspectives of community stakeholders, representing local schools, faith-based organizations, nonprofit and community organizations, and city government.

CREIGHTON COURT REDEVELOPMENT

SUMMARY THEMES AND VERBATIMS FROM THE WRITTEN SURVEY

Question 1: Community Values

What values (principles you care about) should guide the future development here?

Crime and Safety

- I want Creighton to have fun, and don't be shooting
- Helping kids, and less crime
- Less violence, drug-free areas, and more cameras
- Set a good example for the kids
- Low violence, less violence
- The shooting and the dogs need to go
- More police, more security\
- Safety is my number one concern

Community Values

- Self-discipline
- Self-motivation
- Dedication
- Family
- Trust
- Honesty
- Open conversation
- More respect for neighbors
- More concern about people's well-being
- Tenant input
- Community togetherness

Entertainment and Activities

- More entertainment
- More for the teenagers, and kids, to do
- Better playgrounds
- Better programs for kids to participate in
- Jobs and classes

Buildings

- Homes that look nice, inside and outside
- I want my house to be nice
- Better management and maintenance
- Fix the properties up
- Upkeep of the apartments

Question 2: The Development Process

Are there thoughts, ideas, questions or concerns you have about the development process?

Communication

- *More community engagement*
- *More participation*
- *Explain a little better what's going on with what they're doing*
- *They are doing a great job*
- *What is the real process*
- *They leave you out of a lot of things about the community*

Housing Security

- Will there be more apartments for RRHA residents?
- Are things in place for the elderly to be relocated?
- Who is eligible for housing?
- What criteria does it take to apply?
- How will apartments be priced?
- That home security will be long-lasting, and not just to remove people from the home to redevelop land
- What are the new qualifications?

CREIGHTON COURT REDEVELOPMENT

	<ul style="list-style-type: none">• Will we be given the opportunity to utilize Section 3?• Am I going to be able to afford to move back in the better community, or is the rent going to skyrocket like the rest of housing in Richmond and force me back into another unsafe community?
<p>Timing</p> <ul style="list-style-type: none">• How long will all of this take?• Time frame• Is it coming to pass?• Hope it comes to pass?• How long? Any other site besides Creighton?• When will it happen?• When will I move?	<p>Vision (and Reality)</p> <ul style="list-style-type: none">• What is it going to look like?• I don't want them to tear it down• Hoping it will be better than before• How y'all going to make the community better?• What is being done to better the community?• Are they really going to tear them down?

Question 3: Community Buildings

What type of spaces do you want to be near or in the community building(s)? Check top 2.

- Workout room (107)
- Community rooms for parties or gatherings (92)
- Community kitchen (76)
- Community garden (55)

Question 4: Community Buildings

Should there be more than one community building? Check one.

- Yes (135)
- No (15)
- Not sure/other (8)

Question 5: Playgrounds

Tell us about kid's play spaces and structures. What kinds of play equipment do you want to see?

- Safe playground equipment
- Swings
- Basketball courts
- General sports/track and field

CREIGHTON COURT REDEVELOPMENT

Question 6: Youth Programming

What types of youth/teen programs or activities (indoor or outdoor) should be planned? Check 3-4 activities.

- Educational Programs (106)
- Computer Rooms (101)
- Recreation (100)
- Teen Programming (83)
- Art Classes (63)
- Resume Help (54)

Question 7: Parks and Green Spaces

Tell us your thoughts about a park or green space. What would you like the space to include that would make it most inviting and a place you'd enjoy being in? (list or short answer)

- Safe, small parks
- Gardening spaces
- Playgrounds
- Benches and picnic tables

Question 8: Parks and Green Spaces

What types of open / green space would you prefer? Choose top 3.

- Playground (114)
- Basketball Court (95)
- Large Park (73)
- Benches (70)
- Community garden space (63)
- Several small parks (59)

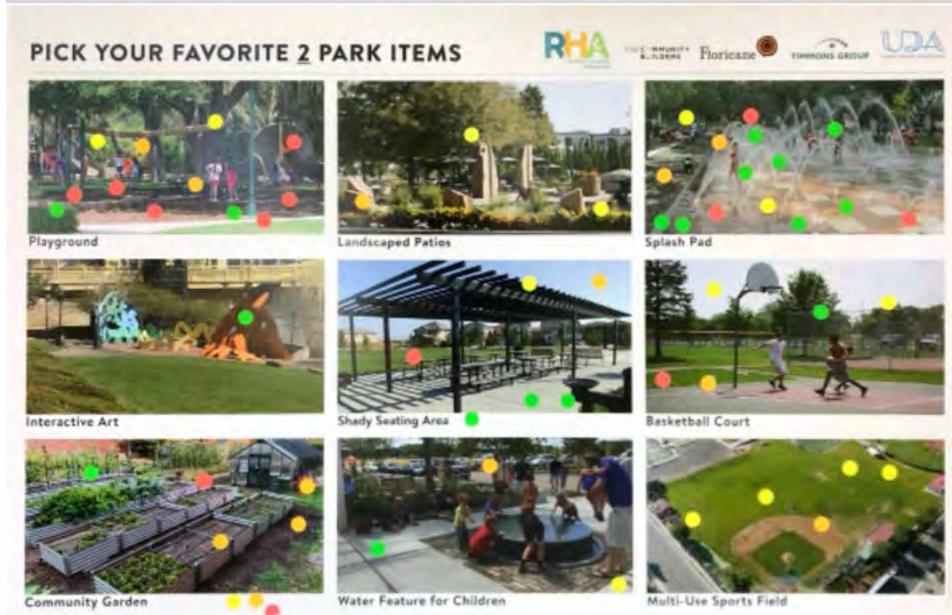
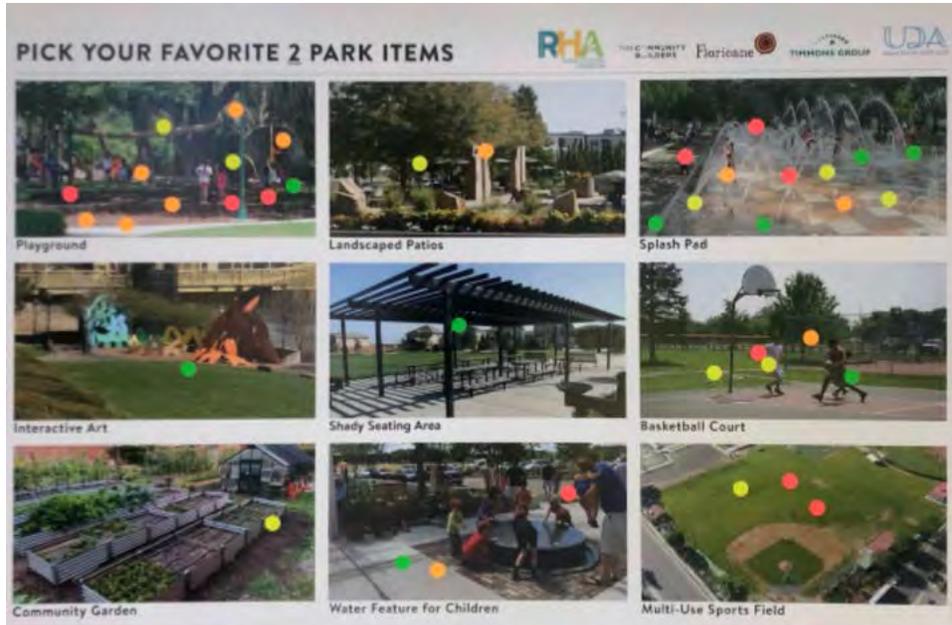
VISUAL SURVEY IMAGES AND DATA

Click on the link to access the complete data set from both the written and visual surveys of Creighton Court residents → <https://docs.google.com/spreadsheets/d/1rdk6dWvQeCd9aoPmBy50HMvYly5-e4YT2zpahLmkgI/edit?usp=sharing>

CREIGHTON COURT REDEVELOPMENT

PARKS AND RECREATION

(colors of dots do not indicate anything)



CREIGHTON COURT REDEVELOPMENT

COMMUNITY CENTER

(colors of dots do not indicate anything)



CREIGHTON COURT REDEVELOPMENT

HOUSING

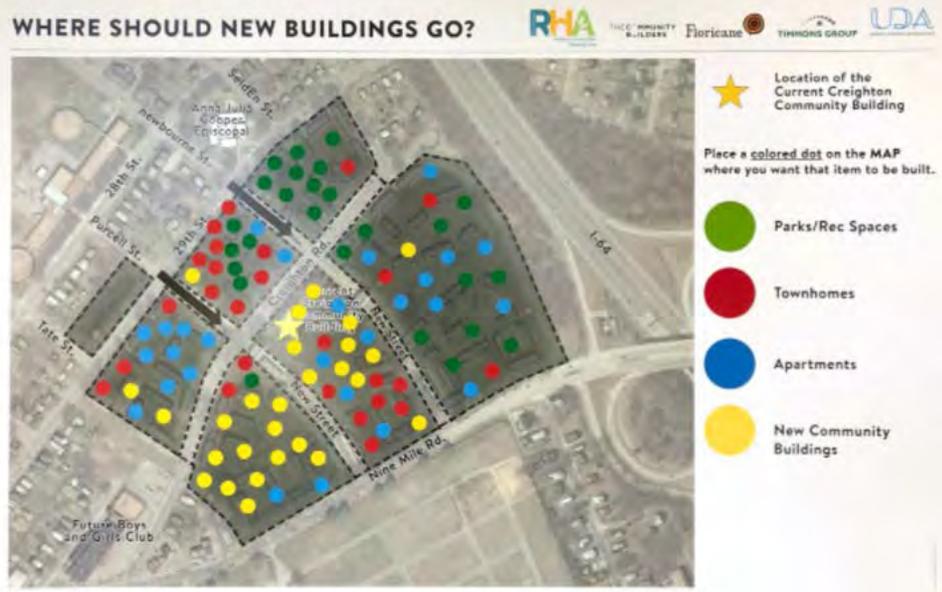
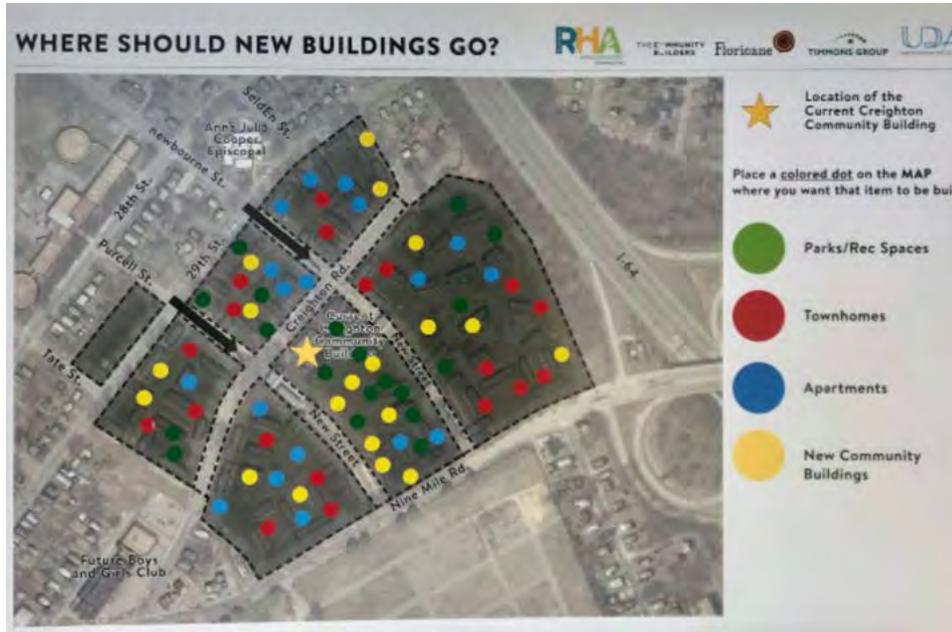
(colors of dots do not indicate anything)



CREIGHTON COURT REDEVELOPMENT

PLACEMENT OF COMMUNITY FEATURES

(colors of dots do not indicate anything)



CREIGHTON COURT REDEVELOPMENT

ANECDOTAL CONVERSATIONS AND OBSERVATIONS

- There is a general mistrust of RRHA and the process as a whole. Residents indicate they have received a lot of inconsistent, and mixed, messages over the years about the redevelopment process.
- Many residents believe they will not be able to come back to a newly developed Creighton Court. They think they will not have a choice, and that RRHA would handpick who would be invited back.
- Residents were confused about the RRHA housing choices survey and did not know who to turn to for answers or information.
- There is a strong desire/need among residents to feel heard. Residents who came to the survey table wanted to vent about their neighbors, their kids online virtual schooling or the most recent shooting and its aftermath.
- Everyone knew everyone. Residents knew each other and encouraged each other to come complete the survey – or help a friend complete the survey (even over the phone while standing at the table). Residents spread the message better than we ever could.
- The language of the survey was hard for many residents to understand – “values” and “principles” and “features” confused people. They type was too small for older residents. Despite this, everyone who started a survey completed it – sometimes with help from the consultants, or a neighbor.
- Swarms of flies were bad at the tables, and residents indicated that they were an issue throughout Creighton. Residents said they’d just gotten used to “stagnant water,” and avoided certain areas where the flies were bad.
- Kids wanted to interact with us and the process. Multiple children stopped by every day to say hi, ask if they could help hand out pens or candy, or ask if they could have another piece of candy. (Khi’Asia, a little eight year old who stuck to our group like Peter Pan’s shadow, was excited to be a part of the group. For two weeks, she was “in charge of the science projects” (the fly traps) and the candy dispensing.)

CREIGHTON COURT REDEVELOPMENT

- The two teenage girls, Deasia and Ja, who helped distribute posters also stopped by 2 of the 3 written survey sessions. (Deasia still messages just about life in general.)
- Moms want better parks for their kids; grandmas want better educational programs for their grandkids; dads want better athletic programs for their sons and daughters. Everyone is focused on the next generation.
- Virtually every resident verbalized a real concern and desire for better security for their community. Some went as far as to suggest re-instating Neighborhood watch, more police patrols, better street lights and stricter rules for who can live in the new community. Safety for the kids, safety for everyone.
- We heard many times the concerns about safety. People want the shooting to stop.
- Residents are concerned about the kids and wanted something for them to do, a place for them to go. "*It's not about where you raise your kids, it's how you raise them.*" and "*We are not ghetto. That is not who we are.*" are among the comments we heard as we talked to residents about their community.
- We had to explain details of the development process often since there was little knowledge on what was happening and what it meant for them. And that the development survey we distributed was not the same as the RRHA housing survey.
- Older folks saw stairs/steps in 90% of the images. Consequently, they chose images they could walk into – like the sloped roof building, the 3-story building and the street diversity buildings. And, as they chose the images, they stated it was because they could walk into the buildings and not have to climb stairs.
- When choosing the 2-story or 3-story, participants asked if there would be an elevator. If no elevator, they did not like the 3-story building saying, "It's too hard to carry groceries and other things up the stairs."

CREIGHTON COURT REDEVELOPMENT

- Several residents said they preferred the porch over the stoop because "now that I'm older, I've got nowhere to go and too much time to go nowhere, so I like sitting on the porch"
- Most did not care one way or the other about the roof design. To choose, they found some other element in the picture that they liked/disliked to make the choice.
- One gentleman picked the brick house because he grew up in a brick house ... and he had fond memories of those days in that house.
- "Green space HAS to go over here" (indicating the corner of 29th & Kane). When asked why ... "because the B&GC and the Community Center are over here (Creighton/9Mile) and they can't be near each other or people will bother us."
- Residents were confused by the new streets.

CREIGHTON COURT REDEVELOPMENT

ENGAGEMENT DETAILS

Final Concepts and Emerging Master Plan

(October 17, 18, 19 and November 2)

CREIGHTON COURT REDEVELOPMENT

ENGAGEMENT DETAILS

Final Concepts and Emerging Master Plan

(October 17, 18, 19 & November 2)

INTRODUCTION

As part of the ongoing community engagement process focused on the redevelopment of the Creighton Court neighborhood, residents and the broader community were invited to review and provide feedback on a series of final concept designs developed by Urban Design Associates. This series of October events represented the third set of public, resident-centered engagement sessions held in Creighton in September and October.

The focus of the design concepts presented to the community in late October 2020 were three-fold:

- General visual representations of housing and community spaces;
- Two specific design options for parks and green spaces; and
- A visual model to represent the scope and scale of the proposed redevelopment.

Three specific groups were engaged from October 16 to November 2 to ensure appropriate input on the concepts, and to answer questions about the redevelopment:

- Members of the **Tenants Council** were provided the designs electronically on Thursday, October 15, and participated in a conference call discussion about the designs and overall process on Thursday, October 29. Bound, printed copies of the design materials were hand-delivered to the Council on Friday, October 30.
- **Creighton Court Residents** were invited to two pop-up events in Creighton Court on Saturday, October 17, and Sunday, October 18, to see the visual concepts; meet with members of the Floricane team, The Community Builders, and Richmond Redevelopment Housing Authority; and both provide general feedback and vote on their preference for the park and green space concepts.

CREIGHTON COURT REDEVELOPMENT

- More than 80 **community leaders** from area nonprofits, schools, the faith community, and local government were invited to three Zoom discussions held on Monday, October 19, and Monday, November 2. These discussions were designed to inform current and potential community partners about the redevelopment process; see the visual concepts; and ask questions and provide additional feedback and perspective to the redevelopment team. Floricane facilitated the conversation with support from Urban Design Associates, The Community Builders, and Richmond Redevelopment and Housing Authority.

The following report on the Creighton Court Community Days, and subsequent community conversations, provides an overview of the community engagement process; overall participation; and details on resident and community feedback on the design concepts and the overall process.

TENANTS COUNCIL ENGAGEMENT

Members of the **Tenants Council** were provided the designs electronically on Thursday, October 15, and participated in a conference call discussion about the designs and overall process on Thursday, October 29. Bound, printed copies of the design materials were hand-delivered to the Council on Friday, October 30.

Attending the conference call on Thursday, October 29, were Council members Evelyn Givens, Sharron Hermon and Marilyn Olds.

Members of the Council had a number of questions and recommendations about the development.

- There should be a mix of housing options – including homes for sale – on every street. The concern was that concentrating certain types of housing could potentially segregate residents by income, family size, etc.
- Members of the Council understand that the number of units in a redeveloped Creighton Court community would increase, but did not want it to feel “packed.”
- There was some concern that the new properties, though nicer and modern, would be smaller with less square footage.

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- Council members want the developers to “pay attention” to the gateway from Interstate 64 onto Nine Mile Road. “We want to leave a good impression,” said one Council member.
- They would like to see opportunities for current residents to be able to purchase a home sooner, or to have the ability to transition faster from rental to home ownership.
- Finally, members asked the developer to think about the timing of amenities, such as a community center or a park. “Sooner is better,” they said.

As the session concluded, one member indicated a desire for future meetings to be held over Zoom so that participants could see each other, the facilitators, and the materials being presented and discussed. Copies of all the design documents were printed, bound and hand-delivered to the Secretary of the Tenants Council the next day so that members could see the redevelopment concepts.

RESIDENT ENGAGEMENT

On October 17 and 18, a series of preliminary design concepts – including two distinct options for public parks/green spaces in a redeveloped Creighton Court neighborhood – were shared with residents over the course of five hours of in-person design “pop up” events. These pop up sessions were held on the sidewalk in front of the Richmond Redevelopment and Housing Authority office on Creighton Road (where previous pop up events were held).

These two pop-up sessions were the third round of on-the-ground, in-person engagements held in Creighton during the late summer and early fall to elicit feedback from residents about the redevelopment of the neighborhood, and to keep them informed as the process moved forward. Several hundred residents participated in one or more of these public sessions.

Almost 100 residents stopped by the October 17 and 18 pop up events and provided feedback and perspective. In addition to a brief survey at the end of the visual tour, residents engaged with the team from Floricane, as well as representatives from The

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Community Builders and Richmond Redevelopment Housing Authority during the process.

Below is an initial summary of the October engagement, and the high-level themes that emerged from engagement with Creighton residents.

October 17 and 18 Resident Participation

- 94 total resident participants
- 49 residents on October 17. 45 residents on October 18.
- There was a significant crossover of residents who had participated in previous community engagement efforts (two events in September).
- Approximately 85% of residents were willing to share their contact info in order to stay informed about the process.

RESIDENT AND COMMUNITY FEEDBACK

Feedback was elicited from residents during the pop-up events through individual and small group dialogue, and by asking participants to vote/indicate their preference for one of the two park/green space concepts designed by UDA.

1. Overall Themes and Observations

- Residents felt that all of the designs were beautiful.
- Participants were engaged and excited as they reviewed the design concepts.
- Participants felt seen and heard by the process. They remembered previous votes and feedback from earlier engagements.
- Residents liked the possibility of home ownership.
- Residents indicated that security options – security stations, cameras – were missing from the design concepts. (Remember: Safety was a critical element of residents' emerging vision in September.)
- There were mixed feelings about the large quantity of parking. Some appreciated the idea of parking opportunities close to their future homes. Others were worried about the amount of space dedicated to parking.

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2. String of Parks vs. Central Park

There were 94 votes cast with a strong preference for the “string of parks” concept.

String of Parks	Central Park
64	30
Votes	Votes

Residents were asked their perspectives on both the string of parks and the “central park” design, and many shared their thoughts:

String of Parks Strengths

- Easier for people to maneuver and access
- Everyone could “have their own part of it”
- Allows for more amenities
- People like how far-reaching and open the string of park concept feels

String of Parks Weaknesses

- Worried about through traffic (when it comes to kids running in between parks)
- Questions about how amenities would be “split” between sections of the park. What would the process be to decide where amenities are sited?

Central Park Strengths

- There is a general feeling that this option is safer
- Parents mainly liked this option
- Can see all kids at all times
- Park is fully contained
- It is centralized and amenities feel equal

Central Park Weaknesses

- Feels cluttered / too tight

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- Not enough room to use amenities comfortably
- Too small

3. Mirroring Back: Design Concepts as a Reflection of Community Input

Residents shared their needs, wants and ideas in a written survey early September. Earlier in October, residents were engaged during a second pop-up event where they were invited to share the features and design concepts they most wanted – and why they mattered to them.

During the October 17 and 18 events, residents had the opportunity to see their responses portrayed visually. This final neighborhood pop-up event represented the “grand reveal” of designs that attempted to mirror back to residents the neighborhood community they wanted.

During discussions with Floricane’s consultants, residents were shown illustrative boards. Anecdotally, many of the conversations followed a similar flow:

When asked, “What do you think about what you see ... Is this what you want?” residents responded with a resounding “Yes!” in almost every instance.

When asked, “Did we hear you correctly?” residents agreed, and described both the interior examples and park illustrations as beautiful.

When asked, “Did we leave anything out? Is there more you want to see?” residents replied, “No.”

When asked, “Does this feel like HOME? Can you see yourself here?” residents affirmed that the designs reflected a community in which they’d want to live.

Participants asked if every apartment, townhome or house would have the features shown – new appliances, front porches, parking, access to the parks. There was concern that some residents might have reduced access, or fewer features. Floricane’s consultants explained that while floor plans would differ by building or unit type, all residents would have the same level of features and access.

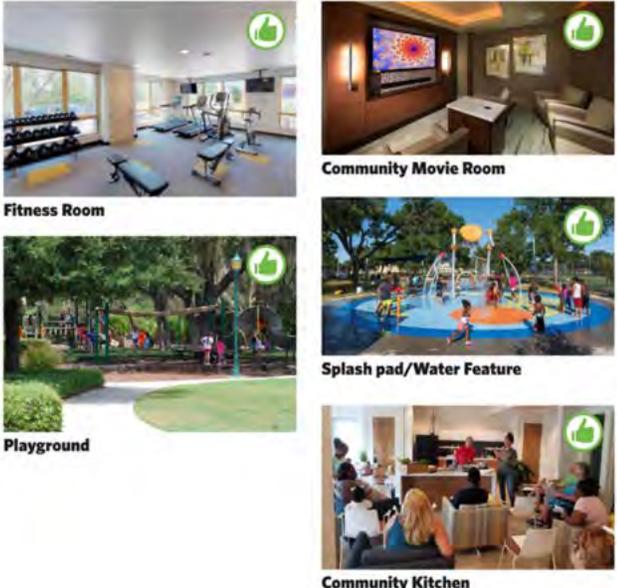
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Several participants asked if they would have to live on the top floor of a three-story building because they might not be able to pay as much as someone else. Floricane's consultants indicated that this would not be the case, and that RRHA and TCB would work individually with residents to find the right home for them.

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RESIDENT FEEDBACK: COMMUNITY PERKS

What We Heard — Community Perks



- There should be multiple community buildings & spaces
- Safe playground equipment, swings, and basketball courts are important for kids
- Small safe parks, gardening areas, benches and picnic tables
- Walking paths for parents near playground for kids

DID WE HEAR YOU RIGHT?

DO YOU AGREE?

Participants had very positive reactions to the images presented, and felt that they saw their choices and preferences from previous sessions reflected in the design.

Beyond the general positive responses, many residents were enthusiastic about design elements centered around children – the playground, the idea of a splash pad. There was appreciation for the focus on spaces for kids to play in various ways. There were suggestions to have playgrounds with swings.

Participants also had positive reactions to the spaces for community sharing, such as the movie room and kitchen. The community kitchen had mixed reviews – some residents liked it, while others were more ambivalent.

The fitness center received mixed enthusiasm, perhaps because many of the residents viewing the images during these sessions were older or just didn't see themselves using the equipment. It might be important to work with community partners to explore alternative fitness and health-oriented features or offerings that resonate more with the community.

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Seeing the walking/running trails prompted grandparents to ask if there could be bike paths or safe lanes since they can't always be with the children. There were several requests for half ball courts for younger kids who can't use the whole court.

Residents were generally concerned about upkeep of new spaces, and ways to ensure the new buildings and features were well-maintained both by residents and property management.

A number of residents noted the absence of a dedicated space for learning – both for K through 12 students, as well as for younger adults or those needing computers or libraries.

Additional suggestions for enhancements included flowers, park benches and places to sit, as well as places to grill or eat outside with friends and neighbors.

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RESIDENT FEEDBACK: BUILDING DESIGN

What We Heard — Building Design



Exterior Material — Brick



Streets with Variety



Porches



2-Story Townhouses

- **MATERIALS:** You liked brick better than siding
- **BUILDING FRONT:** You liked porches better than stoops
- **BUILDING HEIGHT:** You liked 2-story buildings better than 3-story buildings
- Apartment buildings should be located along Nine Mile Road
- Townhouses should be located along 29th Street

DID WE
HEAR YOU
RIGHT?

DO YOU
AGREE?



When it came to building design, there was a continued emphasis by residents for porches. The most liked features in the designs were the brick facades and the full porches. While most felt the images conveyed the right tone for their new neighborhood, there was some ambivalence to the street variety image, prompting one resident to comment, “I don’t like the street variety. It’s too modern.”

Several residents mentioned that “It looks like Church Hill” – which they intended as a compliment. A few residents asked if it would be just like Armstrong Renaissance across the street and were told that Creighton would have a different look and feel thanks to the strong resident input.

Several residents liked that the houses were connected – “It makes them safer,” one said.

There continued to be concerns about the 3-story buildings, and challenges such as walking up multiple flights of stairs.

Concerns included:

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- Seniors and residents with disabilities were concerned with accessibility and wanted their units on one floor and not having the bathroom being upstairs.
- From a security perspective, residents felt that Creighton was safer when RRHA had security patrols. Residents wanted to know how security would be handled on the new site.
- Some residents did not like 3 story buildings. Others wanted more space between units, individual entry, and elevators or one floor units.

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RESIDENT FEEDBACK: HOME INTERIORS



- Everything will be new
- Open-concept room layouts
- Lots of daylight
- Energy efficient appliances, heating, and cooling
- Washers and dryers in your home
- Modern, updated finishes

Residents had largely positive comments about how nice and spacious the living space appeared to be in the images, as well as the natural light. Someone recognized Armstrong Renaissance in the photos, but several residents did not realize that the Armstrong development was as nice as what they saw in the photos.

The kitchen island was the primary “hit” feature, which people loved. People appreciated the counter space, the cabinets, and the open floor plan. They appreciated that everything was new and liked the colors – particularly the wood cabinets and floors.

A few residents indicated a desire for more kitchen and cabinet space, as well as more physically distinct dining room space.

Residents liked the modern appliances and finishes. A couple of people noticed the comment about having a unit washer and dryer, but it didn’t seem to be a big factor as they spent more time admiring the other features.

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Most residents were delighted to see all the daylight and openness. “I love all the windows and large windows,” we heard, and, “It’s so modern, open and bright.” (An accessibility note: A few older women commented that the low windows were not a positive feature. “I like windows at my waist,” one said.

INITIAL MASTER PLAN CONCEPTS

As indicated earlier in this report, there were more votes by residents for the string of parks concept than for the central park concept. There were concerns about children safely crossing the streets as they went in and out of the central park. There were questions about where cameras would be positioned throughout the neighborhood.

General Comments:

- Some people were reluctant to stay or undecided about their future. The lack of certainty about the development and selection process continues to be a barrier.
- Prior these sessions, many residents did not know:
 - How the units would look, or
 - That the new Creighton development would be a mixed income community.
- It would build trust in the community if one or more community buildings were built in phase 1.
- People liked the two-story buildings on 29th and the homeownership options, which felt quiet and tucked away.
- People liked the walking paths and two-story buildings
- Many people didn’t like the three-story buildings

CREIGHTON COURT REDEVELOPMENT

GREEN SPACE OPTIONS: A STRING OF PARKS

Option A | STRING OF PARKS

Overall Plan

Woodville Elementary School
Anna Julia Cooper School
Parcels St.
29th Street
Tate St.
Creighton Road
9 Mile Road
Trecebo Blvd.

Zoom-in on Park

29th Street
Creighton Road
New Street
Nine Mile Road

2-Story Houses (examples)
3-Story Buildings with individual front doors (examples)
Homeownership (example)
3-Story Buildings with elevators and corridors (example)
Future Boys & Girls Club

Basketball/Multi-use Courts
Community Building with rooms for gathering, fitness, computers, and other uses
Playground
Splash Pad/Water Feature
Walking Paths

RHA THE HOUSING BUILDERS Florissant TIMMONS GROUP LDA



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A STRING OF PARKS LIKES:

- “It has smaller spaces. If one park is full you can go to another park.”
- “Not all in one large place, like over there (pointing in the direction of 29th).”
- “I like the buildings next to the grass, you don’t usually see that.”
- “I like that it has one road along the park, and that’s broken up so cars don’t drive too fast through the neighborhood.”
- “It’s discrete.”
- “It has smaller, more private corners.”
- “It’s open on both ends, so my kids don’t have to go to the other side of the place to have a park to play in.”
- “It’s not all bunched up.”
- Residents also liked:
 - The openness
 - Not having everything in one area
 - Not having all of the kids/activities in one area
 - There isn’t a central plan for people to cause trouble
 - Liked the walking paths throughout
 - Liked having the park closer to 29th Street

A STRING OF PARKS DISLIKES:

- “It’s a lot of walking!”
- “It’s too long. I’ll lose my grandboys. They wander off. I’ll be on 9-Mile and they’ll be all the way to 29th!”
- “We need a place for the kids to ride bikes.”
- “It’s too long / far.”
- “It’s too open to Nine Mile Road. What kind of security will we have?”

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GREEN SPACE OPTIONS: A CENTRAL PARK

Option B | CENTRAL PARK

Overall Plan

Woodville Elementary School
Anna Julia Cooper School
Lane St
Newbourne St
Purcell St
20th Street
Tate St
Creighton Road
9 Mile Road
Tavelo Blvd

2-Story Houses (examples)
3-Story Buildings with individual front doors (examples)
Homeownership (example)
Future Boys & Girls Club
3-Story Buildings with elevators and corridors (example)

Zoom-in on Park

Creighton Road
New Street
Nine Mile Road

PHASE 2 OF THE PARK
PHASE 1 OF THE PARK

- Walking Paths
- Basketball/Multi-use Courts
- Playground
- Splash Pad/Water Feature
- Community Building with rooms for gathering, fitness, computers, and other uses

RHA THE UNIVERSITY OF ALABAMA Floricane TIMMONS GROUP UDA



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CENTRAL PARK LIKES:

- "You can see everything."
- "I can sit in my house and see my kids through the window."
- "We can see everything and everyone. We all can keep an eye on all the children. That's good."
- "I like that everything is together and I can see what's going on."
- "It's more spacious."
- "I like that you can drive all around it. And, I like that I can park on the street and behind my house."
- "You can drive around it ... that's nice."
- "More people can see more people."
- "That big field will be nice for group games."
- Central to see kids, gathering space, etc.
- Street designs

CENTRAL PARK DISLIKES:

- "It's not the other one."
- "I think it will get too noisy."
- "That big space won't ever get used."
- "The big kids will take over the ball court. We need half courts for the smaller kids."
- Too much open space, not being used – can potentially be a gathering space for negative activity
- Fewer walking paths

GREEN SPACE OPTIONS – ADDITIONAL NOTES:

- Someone noticed that Anna Julia School isn't on the correct block. After some discussion, it is properly located. However, the site under construction isn't noted and should be.
- There was some discussion about sharing basketball courts with the Boys & Girls Club at the Boys & Girls Club.
- There were a few comments from residents about putting in half courts for smaller children who couldn't really play on a big court and thinking a big court would be consumed by older youth or adults anyway.

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COMMUNITY ENGAGEMENT

On October 19 and November 2, a broad cross-section of community stakeholders – leaders from local nonprofits, schools, community-based organizations, and local government – were invited to join Zoom calls to learn more about the Creighton redevelopment project, and to provide feedback on the initial design concepts.

During both sessions, Floricane’s John Sarvay welcomed participants, and briefly introduced project team members on the call from The Community Builders, Richmond Redevelopment and Housing Authority, Urban Design Associates and Floricane. After an overview of the process, and key thoughts shared during multiple public events with residents, John turned it over to Megan O’Hara of Urban Design Associates to walk through the visual boards and explain the overall approach to the emerging Master Plan.

A list of participants for both sessions is below. Two significant responses surfaced out of both discussions – an appreciation for the update (and excitement to see the beginning of a long-discussed transformation), and genuine concern that existing Creighton residents would be appropriately engaged, communicated with, and supported during the transition period.

Participant Comments from the Zoom Chat function:

- *I would ask if you've explored the wisdom of having entire buildings or sections designated mixed-income or market...? It seems to me that it could foster stigma.*
- *Is there a contact list available for those working directly with residents that you might be able to share?*
- *Has the faith community been engaged in any of this process? I was one of the leaders that represented VCU in the development of the health hub at 25th and the Market at 25th. Also, have any cultural groups been engaged? For example, I made the recommendation that churches have aisles named after them at the store based on work I did in Chicago. I think it's important that the streets, markers etc. be connected back the original community where possible.*
- *Does the Tenants Bill of Rights include how long buildings would be kept affordable?*
- *Not to be a thorn, but I wasn't asking about the quality of the builds. I was asking about how the units would be mixed. If entire buildings are mixed income and others are strictly market, that seems like it would be known, and might work against the desire to create a truly mixed community.*
- *You may have covered this already, or this might be common knowledge I've just missed out on, but what's the status and timeline for the remaining phases of Armstrong Renaissance Project? What are the implications of any changes there to Creighton Redevelopment? Are there any lessons learned coming out of Armstrong Renaissance that are being applied to Creighton Redevelopment?*

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- *I'd like to hear from Byron and others involved with the VCU Health Centers if there's a specific location on the site that would work best (early phase vs. centrally located, on the ground floor of a building with residential above, or space in a stand-alone community facility building.)*
- *I appreciate your answer, and I would argue you to work hard to push the LIHTC limits as far as you can. This is a tool that, if used well, could help this community. I'm not convinced that those making LIHTC decisions (not you) are working hard enough to facilitate the mixing of incomes that could really move the needle.*

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October 19 Community Stakeholders' Virtual Meeting

Session Participants:

John Sarvay (Facilitator)	Florican CEO
Angela Fountain	RRHA - Communications and Public Relations Chair
Byron Hunter	VCU Health Director of Community Health Initiative.
Calvette Clanton	TCB Community Life Staff (Armstrong)
Candice Turner	Richmond Opportunities Inc. Transition Coach + Richmond City Health District
Chimere Miles	Community Researcher w/ VCU Center on Society & Health / The Family & Community Liasion w/ Peter Paul Center (Former Creighton Resident)
Dante Burcher	Walker Talker for VCU's Healthy Communities for Youth
Desi Wynter	RRHA Deputy Director of Real Estate
Duane Brown	Director of Workforce Development at Church Hill Activities and Tutoring (CHAT)
Hugh Jones	The Salvation Army/Boys & Girls Club
Jennifer Schneider	TCB Senior Project Manager at /Developer
Jonathan Chan	Executive Director at Church Hill Activities and Tutoring (CHAT)
Juan Powell	TCB VP of Real Estate Development
Kenyatta Green	RRHA - Director of HCVP and Tenant Selection Office
Kyle Brady	Florican Project Coordinator
Makia Lucas	RRHA Creighton Management
Marco Thomas	Richmond Opportunitites Inc.
Mary Kay Kollsmansperger	Anna Julia Cooper School Family Engagement Coordinator
Megan O'Hara	UDA Principal, AICP, LEED-AP

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Mike Maruca	Anna Julia Cooper School - Head of School
Nichele Ford	Henry Marsh Elementary School - Assistant Principal
Olivia Allison	VCU Health
Patrick Brunner	UDA - Project Manager
Priscilla Jackson	RRHA
Ralph Stucke	RRHA - Program Manager
Reid Stowe	VCU Healthy Community for Youth - Intervention Coordinator
Rosemary Deemer	Henrico County Planning
Sarah Hale	Executive Director of Urban Hope
Sharon Ince	RRHA Relocation Specialist
Stacey Daniels-Fayson	RRHA Interim Chief Executive Director
Terese Walton	RRHA Executive VP & Chief Real Estate Officer
Torey Edmonds	VCU Department of Family Med + Population Health (Healthy Communities for Youth) Healthy Communities for Youth
Wanda Daniel	RRHA Program Director

October 26 Community Stakeholders' Virtual Meeting

Session Participants:

John Sarvay (Facilitator)	Florican CEO
Angela Fountain	RRHA - Communications and Public Relations Chair
Candice Turner	Richmond City Health District, Family Transition Program Supervisor
Carolyn Loftin	Director of Housing and Family Services (Urban Hope)
Cory Wolfe	RRHA

CREIGHTON COURT REDEVELOPMENT

Desi Wynter	Deputy Director of Real Estate for RRHA
DeVell Smith	Assistant Principal of STEM Martin Luther King Jr. Middle School
Jasmine Benford	Community Life Senior Manager for Virginia (TCB)
Jennifer Gonzalez	Richmond City Health District, Family Transition Coach
Jennifer Schneider	Senior Project Manager with TCB
Juan Powell	VP of Real Estate Development (TCB)
Kyle Brady	Project Coordinator with Floricane
Marco Thomas	Richmond Opportunities Inc.
Megan O'Hara	UDA Principal, AICP, LEED-AP
Patrice Shelton	RTO VP
Shelli Jost Brady	Project Manager with Floricane
Stacey Daniels-Fayson	<i>-RRHA Interim Chief Executive Director</i>
Stephanie Carrington	Community Health Worker, Creighton Community
Tianna Wooldridge	Interim Controller with RRHA
Wanda Daniel	RRHA Program Manager

CREIGHTON COURT REDEVELOPMENT

APPENDIX

Engagement Materials

CREIGHTON COURT REDEVELOPMENT

COMMUNITY BY DESIGN

please share **your voice** with us!
we want to hear from you about **how you want**
to **build** your future **Creighton Court community**.

come see us in front
of the rrha office or
drop your survey off
in the rrha mail slot

saturday 9/12 (11-1pm)
sunday 9/13 (2-4pm)
monday 9/14 (2-4pm)

DESIGNED BY COMMUNITY

The **Creighton Community Redevelopment Team** seeks **YOUR** input on design ideas for the redevelopment of **Creighton Court**. **TCB** and the **RRHA** want to work with **you** to create a plan for a community that **benefits** current and **future** Creighton residents.

Ways to **PLAY**. Ways to **SAY**. Ways to **STAY SAFE** while doing it.

HERE'S HOW NOW:

SURVEY SHARE your ideas
*(fill out the survey on the back of this flyer
or online at shorturl.at/pFJMY or scan the QR code ->)*

1-TO-1 SESSION SHARE your ideas in a conversation
w/ an engagement specialist by phone/email
(complete the survey on back and indicate you want to speak to us)

SOCIAL MEDIA / VIRTUAL VENUES SEE your ideas take shape
(we'll be back for in-community events October 5 - 9)

open your
phone camera
to scan and
take the survey



SCAN ME

TAKE ONLINE OR TURN IN SURVEY ON THE BACK TO RECEIVE A \$10 GIFTCARD*

(one per household)



CREIGHTON COURT REDEVELOPMENT

CREIGHTON COURT REDEVELOPMENT PROJECT

The Community Builders and the Richmond Redevelopment Housing Authority want your input on design ideas for the redevelopment of Creighton Court. They want the plan to be created with, and beneficial to, current and future community members.

Project Information

- 1 The total number of housing units that will be built at Creighton Court hasn't been determined yet. It will be influenced by the number of Creighton residents who want to return to the neighborhood. There will be a mix of units for public housing residents, units dedicated for other low-income residents, and market-rate units.
- 2 All of the units and buildings will be built to identical market-rate standards. The public housing, low-income, and market-rate units will be mixed together and you won't be able to tell the buildings or units apart.
- 3 There will be a mix of three-story buildings and apartment buildings in the new development. This will increase the number of units to be offered to a variety of residents, which is one of the ways to keep the overall redevelopment affordable.
- 4 There would be at least one community building that will include a leasing center, a room for services, a community room, and other spaces.

CREIGHTON COURT REDEVELOPMENT SURVEY

This redevelopment survey will help us understand your preferences for community buildings, green spaces and the location and design of housing.

COMPLETE the survey and **RECEIVE** a \$10 Gift Certificate !



There are **three ways** to participate:

- 1 **ONLINE** at shorturl.at/pFJMY or scan the QR code
Fill out the form online and click "submit"
- 2 **Fill out the attached Survey**
Drop-Off forms at outside of RRHA offices/Creighton Rec Center:
Saturday 9/12 (11-1pm) + Sunday 9/13 (2-4pm) or Monday 9/14 (2-4pm)
- 3 **If you would like to walk through the survey or questions with some one on the phone**, please provide your number here: _____
We will get back to you within 24 hours.

CREIGHTON COURT REDEVELOPMENT



SIZE & LOCATION OF BUILDINGS

- Where should 2-story and 3-story buildings go on the site?
- Where should apartment buildings, townhouses, and stacked townhouses go on the site?

HOME-OWNERSHIP

- If there is homeownership available, where should it be placed on the site?
- Where should open space be located on the site?

PARKS AND AMENITIES

- Should there be one central open space or several smaller ones?
- Where should a community building go on the site?
- Does it make more sense to have one community building, or 2+ smaller ones on the site?

CREIGHTON — EARLY THINKING ABOUT THE PLAN

CREIGHTON COURT / RICHMOND, VA / 08 SEPTEMBER 2020 / RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY



THE COMMUNITY BUILDERS

Floricare



TIMMONS GROUP



CREIGHTON COURT REDEVELOPMENT



1. This has been discussed for years, what has been going on? Since 2011, RRHA has actively engaged residents in an ongoing planning process related to the East End Transformation plan, a 2016 Choice Neighborhoods Implementation Grant application which was unsuccessful, and the development of the Armstrong site.

2. What progress has happened so far? In 2017, Armstrong High School was donated by the City of Richmond to develop the "build-first" site for the Creighton Court redevelopment. The first three rental phases (175 units) will be complete by the end of 2020, and lease-up is ongoing for Phase 3. The final rental phase (45 units) will start construction at the end of this year (*if financing remains on schedule*). The homeownership portion (36 houses – eight (8) are affordable) will begin construction in early 2021. Creighton residents receive priority for many of the units in Armstrong Renaissance.

3. What is happening now? Currently redevelopment efforts of Creighton Court are taking place. The US Department of Housing and Urban Development (HUD) approved RRHA's Section 18 application and significant progress can be seen at the Armstrong site. There are two main parts to the redevelopment process: 1) Land Planning; and 2) Relocation and Re-Occupancy Planning. RRHA and TCB are working with three consultants to assist with the land planning. RRHA and The Community Builders are also working on the written relocation and re-occupancy plan to ensure it meets requirements of Tenants' Bill of Rights.

4. How are Creighton Court residents involved in this redevelopment? The Tenants' Bill of Rights was created by has been developed through extensive input from the Creighton Court Tenant Council, RRHA and the City of Richmond. This provides the framework for resident housing choice, resident support services, and monthly communication. In addition, residents are invited to contribute to the planning of what the future Creighton Court will look like through the community engagement and master planning process.

5. When is this going to happen? The development team is working towards a funding application that is due in March 2021 to the state finance agency (Virginia Housing) for low-income housing tax credits (LIHTC). The tax credits will be used to allow the construction of new housing.

6. When will I be impacted? Creighton Court has been divided into three phases for the purpose of transformation. Transformation of Phase 1 is anticipated in 2021.

2021	Phase 1 Residents to be relocated
2021	Raze existing Phase 1 buildings
2022	Start construction of new Phase A buildings
2023	Phase A Residents move-in

The construction of new housing within Phase 1 will likely be accomplished in several phases (A, B, C, etc.).

A development of this size will take many years to complete. If funding is received and approved in the March 2021 application round for the first phase, work will begin in 2022. The demolition of Phases 2 and 3 will occur after much of the Phase 1 area construction has been completed.

7. Where will I move? The Creighton Court Bill of Rights guarantees that, every affected family will be relocated while Creighton Court is being developed. RRHA will provide each displaced family a minimum of three potential relocation options. 1) Tenant-based Housing Choice Voucher, 2) RRHA Project-based voucher, or 3) relocation to an existing RRHA public housing site (either within Creighton Court or another RRHA housing community).



8. What funding is needed to get this done? RRHA and TCB will request funding for both infrastructure and vertical construction from a variety of public and private sources including the City of Richmond Department of Housing and Community Development, Virginia Housing, the Virginia Department of Housing and Community Development, and Federal Home Loan Banks. We have been successful in many of these applications for the development of the Armstrong site and will work to find ways to continue at Creighton.

9. How can I support this effort? The City of Richmond has been a critical supporter of the Armstrong development. The City demolished the former Armstrong High School and donated the property to construct Armstrong Renaissance development. Additionally, the City provided over eight (8) million dollars of Capital Improvement Planning funds, a critical funding source, for the project infrastructure (water, streets sidewalks). Contact your City Council Representative in appreciation of their support and request that they continue to make Creighton Court a priority.

10. How will I know what is going on? TCB and RRHA will provide updates on the development *monthly*. Due to COVID-19, monthly group meetings are not currently possible. We are looking into several communication options, including newsletters and conference calls to provide these updates.



CREIGHTON COURT REDEVELOPMENT

Greens Spaces

Tell us your thoughts about a park or green space. What would you like the space to include that would make it most inviting and a place you'd enjoy being in? (list or short answer)

What types of open / green space would you prefer? Choose your **TOP 3** Priorities ... or should it be Check all that apply?

- Several small parks
- Playground
- Large park
- Benches
- Community Garden Space
- Basketball Court
- Other (write a suggestion)

Your Involvement

- How would you like to be involved in the future? (Check all that apply)
- Share this survey
- Host a small group conversation
- Get updates
- Other (write a suggestion)

NOT SURE WE'LL BE ABLE TO DO THE "VISUAL PREFERENCE" Section IN THIS SURVEY
Maybe this is Call to Interaction 2.0

TELL US ABOUT YOU...

NAME:

MAILING ADDRESS (to mail your gift card):

EMAIL ADDRESS or PHONE NUMBER (for project updates):

This survey brought to you by community engagement specialists, Floricane LLC as part of a phased program to amplify the voice of Creighton Residents for inclusion in works by **The Creighton Community Redevelopment Team
The Community Builders (TCB), Urban Design Associates (UDA) & The Timmons Group in cooperation with Richmond Redevelopment Housing Authority (RRHA)

CREIGHTON COURT REDEVELOPMENT



PICTURING THE FUTURE

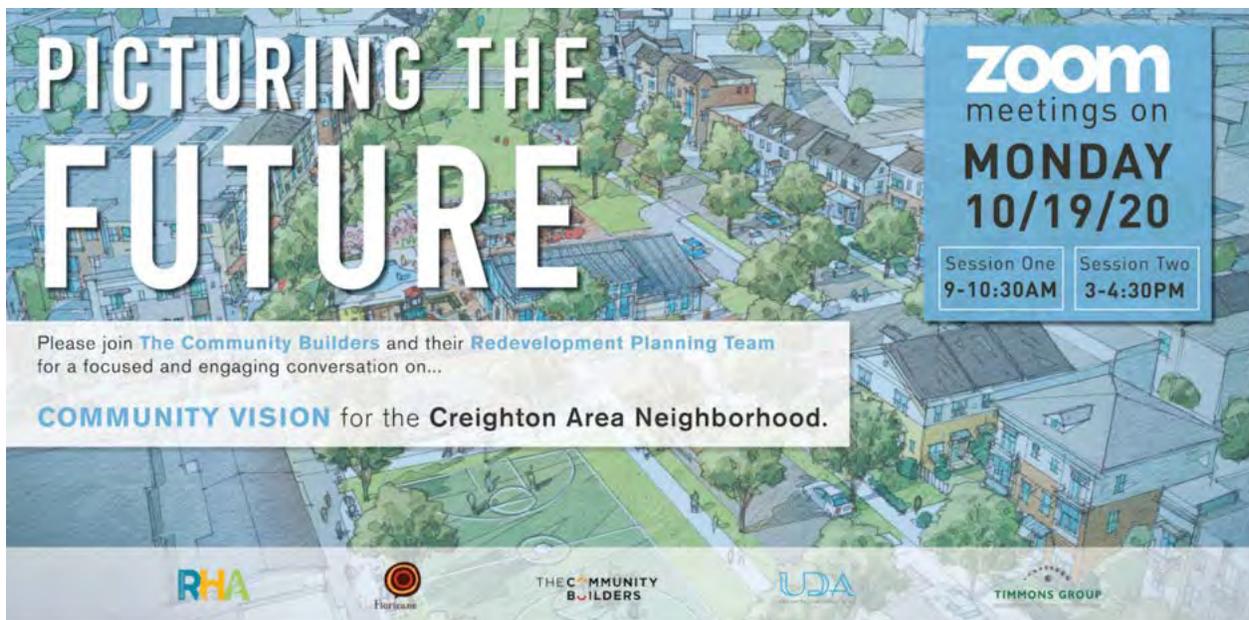
zoom meetings on **MONDAY 10/19/20**

Session One 9-10:30AM	Session Two 3-4:30PM
--------------------------	-------------------------

Please join **The Community Builders** and their **Redevelopment Planning Team** for a focused and engaging conversation on...

COMMUNITY VISION for the **Creighton Area Neighborhood.**

RHA  THE COMMUNITY BUILDERS UDA 



PICTURING THE FUTURE

zoom meetings on **MONDAY 10/19/20**

Session One 9-10:30AM	Session Two 3-4:30PM
--------------------------	-------------------------

Please join **The Community Builders** and their **Redevelopment Planning Team** for a focused and engaging conversation on...

COMMUNITY VISION for the **Creighton Area Neighborhood.**

RHA  THE COMMUNITY BUILDERS UDA 

SCHEDULE F

Current Armstrong Renaissance CL Programs/Partners Future Creighton Phase B CL Programs/Partners

Bon Secours' Community Health Division

TCB is partnering with the Sarah Garland Jones Center to promote healthy cooking, chair aerobics and yoga for our seniors and families in the community at their location.

Jen Care Medical Center

A family owned primary and specialty care practice committed to delivering superior healthcare to Medicare- eligible seniors. TCB has partnered with Jen Care to provide monthly senior health advocacy programs combined with social activities such as BINGO and game nights on site!

Office of Community Wealth Building

TCB partners with OCWB to provide the community with weekly workshops focusing on resume building, goal setting and knocking down barriers to employment. Services are on site every Tuesday for easy access to residents.

Underground Kitchen-Community First Program

TCB has partnered with UGK to provide pre-packaged home cooked meals to seniors and families in need. Meals are chef prepared to provide healthy, wholesome meals to those in need, particularly in food insecure areas and to those currently adversely affected by the Coronavirus. This is a paid partnership.

Atlantic Outreach Group

TCB has partnered with Atlantic Outreach Group to bring their mobile food pantry to the Armstrong community the 4th Tuesday of every month to help meet the needs of the community.

Virginia Credit Union

TCB has partnered with the VACU to provide financial literacy workshops and paths towards home ownership to the community. Every resident is able to obtain a checking/savings account with no fee. Workshops are geared towards all ages.

Richmond Urban League

TCB has partnered with the Urban League to provide cultural enrichment programs to the community.

VCU/MCV (In the planning stage)

TCB is partnering with the chief of the pediatrics department to develop a food RX program to target childhood obesity. The program will deliver healthy foods to families and track outcomes over a yet to be determined period.

The Community Builders, Inc. and Subsidiaries

**Consolidated Financial Statements
(With Supplementary Information)
and Independent Auditor's Report**

December 31, 2021

The Community Builders, Inc. and Subsidiaries

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Independent Auditor's Report

To the Board of Directors of
The Community Builders, Inc. and Subsidiaries

Report on the Audit of the Financial Statements

Opinion

We have audited the consolidated financial statements of The Community Builders, Inc. and Subsidiaries (a nonprofit organization), which comprise the consolidated statement of financial position as of December 31, 2021, and the related consolidated statements of activities, functional expenses, net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, based on our audit and the reports of the other auditors, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of The Community Builders, Inc. and Subsidiaries as of December 31, 2021, and the changes in their consolidated net assets and their consolidated cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of certain Subsidiaries, whose statements reflect total assets constituting 13% of consolidated total assets at December 31, 2021, and total revenues constituting 5% of consolidated total revenues for the year then ended. Those statements were audited by other auditors, whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for those Subsidiaries, is based solely on the reports of the other auditors.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Community Builders, Inc. and Subsidiaries and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion. The financial statements of certain Subsidiaries were not audited in accordance with *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Community Builders, Inc. and Subsidiaries' ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Community Builders, Inc. and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Community Builders, Inc. and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information

Management is responsible for the other information included in the consolidated financial statements. The other information comprises the Message from the President & CEO but does not include the consolidated financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the consolidated financial statements, or the other information otherwise appears to be materially misstated. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary consolidating information on pages 34 to 38 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit and the reports of the other auditors, the accompanying consolidating information and the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 30, 2022, on our consideration of The Community Builders, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Community Builders, Inc. and Subsidiaries' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Community Builders, Inc. and Subsidiaries' internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "CohnReznick LLP".

Bethesda, Maryland
June 30, 2022

June 30, 2022

To the Stakeholders of The Community Builders, Inc. (“TCB”):

Thank you for reading TCB’s 2021 audited financial statements. We appreciate your interest in the results of our work and look forward to answering any questions you may have.

As it has been since 1964, TCB remains today dedicated to developing and managing affordable and mixed-income housing and community assets and to connecting our residents to the best local opportunities to learn, earn and stay civically connected. These efforts help us achieve our mission *to build and sustain strong communities where all people can thrive.*

We are proud that TCB has developed over 33,000 residential apartments since 1964 and today our ownership and management portfolio exceeds 13,500 residential units in 15 states and the District of Columbia.

TCB’s 2021 Key Accomplishments

Despite 2021 presenting continuing economic and public health challenges, TCB achieved a number of key accomplishments during the year, including:

- Assisted our over 13,500 households in maintaining their housing stability and health through the pandemic.
- Completed construction on 1,010 apartments.
- Started construction on 632 apartments.
- Spent over \$68 million with Minority Business Enterprises and over \$24 million with Women Business Enterprises.
- Increased annual distributions to TCB from operating properties to over \$9 million.

In addition, TCB received awards of some significant new resources that will be deployed for transformative, mission-aligned purposes:

- \$65 million of Choice Neighborhood Implementation grants for projects in Cleveland and Detroit. In Cleveland TCB is the lead Housing Partner and lead People Partner. In Detroit TCB is co-lead Housing Partner and lead People Partner.
- A \$50 million award of New Market Tax Credit authority for The Community Builders CDE.
- An \$8+ million Payroll Protection Program loan.
- A \$5+ million Capital Magnet Fund award.

Financial Results

Despite a challenging external environment, TCB’s financial results for 2021 were strong, and we are pleased to report that on a parent-only basis TCB enjoyed an increase in net assets of \$4,728,616, and our parent-only net assets without donor restrictions increased to \$32,731,398. When combining our TCB parent entity financials with those of the over 150 operating property entities and other consolidated entities, TCB’s consolidated balance sheet now includes total assets of \$2,706,563,620.

Outlook

While the continuing pandemic made 2021 very challenging and 2022 presents inflationary operational headwinds, our Property Management, Asset Management, and Community Life teams have provided impressive housing quality and assistance to help residents access emergency rental assistance and provide for their families. Meanwhile, our Real Estate Development staff and collaborating legal, finance, accounting and other internal TCB teams continue to advance our robust pipeline of new housing ventures.

As we continue to build on the strength and diversity of TCB, we increasingly become partners of choice known in each of our regions as good stewards of the public and private resources we put to work. Doing this at scale allows us to learn, improve, collaborate and innovate toward best practices.

It is a great honor to serve as the President & CEO of TCB with our terrific staff, board, partners and the residents of the communities we serve.

With thanks for your interest and support,

Bart J. Mitchell
President & CEO

The Community Builders, Inc. and Subsidiaries

**Consolidated Statement of Financial Position
December 31, 2021**

Assets

Current assets

Cash and cash equivalents	\$ 68,022,570
Restricted cash, current	13,694,568
Accounts and fees receivable, net	23,383,812
Notes and interest receivable, current	264,454
Prepaid expenses and other	5,189,971

Total current assets 110,555,375

Other assets

Restricted cash, net of current portion	138,790,096
Notes and interest receivable, net of current portion and allowance of \$385,028,574	14,455,637
Property, plant and equipment, net	2,085,479,028
Development in progress	350,065,986
Investments	3,099,985
Deposits and other assets	4,117,513

Total other assets 2,596,008,245

Total assets \$ 2,706,563,620

The Community Builders, Inc. and Subsidiaries

Consolidated Statement of Financial Position
December 31, 2021

<u>Liabilities and Net Assets</u>	
Current liabilities	
Accounts payable	\$ 6,435,505
Accounts payable, development	48,806,060
Accrued expenses	25,647,915
Deferred revenue, current	2,569,264
Line of credit	6,000,000
Loans payable and accrued interest, current	<u>17,628,960</u>
Total current liabilities	<u>107,087,704</u>
Long-term obligations	
Deferred revenue, net of current portion	11,863,594
Loans payable and accrued interest, net of current portion and debt issuance costs	1,919,627,220
Accrued pension cost	13,810,000
Other long-term liabilities	<u>14,027,772</u>
Total long-term obligations	<u>1,959,328,586</u>
Total liabilities	<u>2,066,416,290</u>
Net assets	
Without donor restrictions, controlling	266,580,896
Without donor restrictions, noncontrolling	<u>370,528,413</u>
Total net assets without donor restrictions	637,109,309
With donor restrictions	<u>3,038,021</u>
Total net assets	<u>640,147,330</u>
Total liabilities and net assets	<u>\$ 2,706,563,620</u>

See Notes to Consolidated Financial Statements.

The Community Builders, Inc. and Subsidiaries

**Consolidated Statement of Activities
Year Ended December 31, 2021**

Operating revenue	
Rental income, net of vacancies	\$ 165,051,058
Development	21,176,446
Contributions and grants	3,212,880
Debt forgiveness	8,533,608
Other income	14,399,490
Releases due to satisfaction of program restrictions	<u>2,086,593</u>
Total operating revenue before development funding	<u>214,460,075</u>
Development funding	
Development funding for designated beneficiaries	13,617,885
Less: costs directly associated with projects	<u>(2,081,307)</u>
Total development funding	<u>11,536,578</u>
Operating expenses	
Program services	284,451,038
General and administrative	9,382,722
Fundraising	<u>415,300</u>
Total operating expenses	<u>294,249,060</u>
Operating income (loss) before other activity	<u>(68,252,407)</u>
Other revenue (expense)	
Net gain (loss) from investments in limited partnerships	9,624,079
Pension related changes, net of net periodic benefit costs	<u>1,698,780</u>
Total other revenue (expense)	<u>11,322,859</u>
Consolidated change in net assets without donor restrictions	<u>(56,929,548)</u>
Consolidated change in net assets with donor restrictions	
Contributions and grants	1,659,311
Releases due to satisfaction of program restrictions	<u>(2,086,593)</u>
Total consolidated change in net assets with donor restrictions	<u>(427,282)</u>
Total consolidated change in net assets	(57,356,830)
Less: change in net assets attributable to the noncontrolling interest	<u>71,416,952</u>
Change in net assets attributable to The Community Builders, Inc.	<u><u>\$ 14,060,122</u></u>

See Notes to Consolidated Financial Statements.

The Community Builders, Inc. and Subsidiaries

**Consolidated Statement of Functional Expenses
Year Ended December 31, 2021**

	Program Services	General and Administrative	Fundraising	Total
Salaries and related expenses	\$ 49,700,226	\$ 3,889,586	\$ 298,701	\$ 53,888,513
Other administrative expenses	9,470,368	4,648,689	87,741	14,206,798
Occupancy expenses	22,946,773	57,821	28,165	23,032,759
Operating and maintenance expenses	33,528,887	49	29	33,528,965
Taxes and insurance	24,509,944	50,798	658	24,561,400
Interest - mortgage	28,993,468	33,133	-	29,026,601
Interest - soft debt	30,500,892	-	-	30,500,892
Depreciation and amortization	70,124,467	12,194	6	70,136,667
Other expense	14,676,013	690,452	-	15,366,465
Total functional expenses	<u>\$ 284,451,038</u>	<u>\$ 9,382,722</u>	<u>\$ 415,300</u>	<u>\$ 294,249,060</u>

See Notes to Consolidated Financial Statements.

The Community Builders, Inc. and Subsidiaries

**Consolidated Statement of Net Assets
Year Ended December 31, 2021**

	Net assets without donor restrictions			Net assets with donor restrictions	Total
	Controlling Interest	Noncontrolling Interest	Total		
Net assets, beginning of year	\$ 329,832,052	\$ 282,976,374	\$ 612,808,426	\$ 3,465,303	\$ 616,273,729
Contributions from limited partners and members	300	86,425,313	86,425,613	-	86,425,613
Distributions to limited partners and members	(47,206)	(847,984)	(895,190)	-	(895,190)
Syndication costs	-	(247,027)	(247,027)	-	(247,027)
Other transfers					
Change in ownership	(75,766,648)	75,766,648	-	-	-
Deconsolidation of subsidiaries	(1,925,006)	(2,127,959)	(4,052,965)	-	(4,052,965)
Change in net assets	<u>14,487,404</u>	<u>(71,416,952)</u>	<u>(56,929,548)</u>	<u>(427,282)</u>	<u>(57,356,830)</u>
Net assets, end of year	<u>\$ 266,580,896</u>	<u>\$ 370,528,413</u>	<u>\$ 637,109,309</u>	<u>\$ 3,038,021</u>	<u>\$ 640,147,330</u>

See Notes to Consolidated Financial Statements.

The Community Builders, Inc. and Subsidiaries

**Consolidated Statement of Cash Flows
Year Ended December 31, 2021**

Cash flow from operating activities	\$ (57,356,830)
Consolidated change in net assets	
Adjustment to reconcile consolidated change in net assets to net cash provided by operating activities	
Depreciation and amortization	70,136,667
Amortization of debt issuance costs	1,328,796
Debt forgiveness	8,533,608
Allowance for doubtful accounts	5,254,792
Gain from investments in limited partnerships	(9,624,079)
Contributions and grants received for lending	(15,277,196)
Decrease (increase) in assets:	
Accounts and fees receivable	727,705
Prepaid expenses and other	(512,313)
Deposits and other assets	(222,088)
Increase (decrease) in liabilities:	
Accounts payable	(986,371)
Accrued expenses	3,111,400
Deferred revenue	1,412,069
Accrued pension cost	(3,312,092)
Other long-term liabilities	976,659
Accrued interest	<u>19,070,786</u>
Net cash provided by operating activities	<u>23,261,513</u>
Cash flow from investing activities	
Net purchase of property, plant and equipment	(243,505,566)
Net purchase of development in progress	(28,506,808)
Net purchase of investments	(24)
Payment of notes receivable	(1,530,427)
Net proceeds from gain on disposal of property	<u>9,624,079</u>
Net cash used in investing activities	<u>(263,918,746)</u>

The Community Builders, Inc. and Subsidiaries

**Consolidated Statement of Cash Flows
Year Ended December 31, 2021**

Cash flow from financing activities	
Proceeds from line of credit	8,750,000
Repayment of line of credit	(8,250,000)
Proceeds from loans payable	387,361,041
Repayment of loans payable	(231,424,967)
Payment of debt issuance costs	(4,767,798)
Contributions and grants received for lending	19,018,041
Contributions from limited partners and members	86,425,613
Distributions to limited partners and members	(895,190)
Syndication costs paid	<u>(247,027)</u>
Net cash provided by financing activities	<u>255,969,713</u>
Net increase in cash, cash equivalents, and restricted cash	15,312,480
Cash, cash equivalents, and restricted cash, beginning of year	<u>205,194,754</u>
Cash, cash equivalents, and restricted cash, end of year	<u><u>\$ 220,507,234</u></u>
Supplemental disclosure of cash flow information	
Cash paid during the year for interest, net of amounts capitalized	<u><u>\$ 39,127,911</u></u>
Significant non-cash investing and financing activity	
Development in progress included in accounts payable, development	<u><u>\$ 48,806,060</u></u>
Accrued interest included in property, place and equipment and development in progress	<u><u>\$ 16,994,960</u></u>
Net activity resulting from deconsolidation of subsidiaries	<u><u>\$ 4,052,965</u></u>

See Notes to Consolidated Financial Statements.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Note 1 - Organization and summary of significant accounting policies

The consolidated financial statements of The Community Builders, Inc. ("TCB") and Subsidiaries (collectively, "the Company") have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP"). A summary of the significant accounting policies followed by the Company in the preparation of these consolidated financial statements is set forth below.

Nature of activities

TCB is a charitable corporation, whose primary purpose is the creation, preservation and improvement of housing for persons and families of low and moderate income. TCB acts as an owner/sponsor of low, moderate and mixed income housing developments and also provides management services for such developments. Such properties are located throughout the United States. TCB focuses on projects of greater scale and impact, embracing comprehensive neighborhood revitalization and a multi-dimensional approach to community development. TCB also focuses on housing preservation within its own portfolio as well as seeking opportunities to acquire and/or provide consulting services with regard to project preservation.

TCB is organized into the following divisions, which are listed in order of size, based on program expenditures:

Property Management - The Property Management division manages various aspects of rental property such as leasing units, improvements, repairs, maintenance, payroll and accounting. Property Management activity accounted for approximately 67% of TCB's program expenditures, prior to eliminations.

Development - The Development division includes the development of affordable housing in strategic geographic areas. While the Company's primary goal is to provide affordable housing, development also includes the development of mixed income housing and commercial rental space in order to revitalize the community in a comprehensive manner. These real estate development projects are either wholly-owned by the Company or are being developed together with various partners. Development activity accounted for approximately 25% of TCB's program expenditures, prior to eliminations.

Community Life - The Community Life division provides supportive services to residents of TCB developments. Community Life activity accounted for approximately 8% of TCB's program expenditures, prior to eliminations.

TCB is funded primarily by development fees, property management fees, and distributions from subsidiaries, as well as by grants from national and local foundations and government agencies and other income. Additional working capital is provided by various commercial banks and private foundation debt instruments.

Basis of consolidation

The consolidated financial statements include the accounts of TCB and its subsidiaries with control and economic interest (such as through common board members). All material inter-company transactions and accounts have been eliminated in consolidation.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

TCB is the managing member of The Community Builders CDE, LLC ("TCB CDE"), which was formed as a qualified Community Development Entity ("CDE") to hold New Markets Tax Credit ("NMTC") allocation authority to assist in raising capital for investment in Qualified Active Low-Income Community Businesses ("QALICB") pursuant to Section 45D of the Internal Revenue Code ("IRC"). In prior years, TCB CDE was granted numerous allocations of NMTCs from the U.S. Treasury's Community Development Financial Institutions Fund ("CDFI Fund"). In general, under Section 45D of the IRC, a qualified investor in a CDE can receive the NMTCs to be used to reduce federal taxes otherwise due in each year of a seven-year period.

TCB, along with 30 consolidated not-for-profit organizations, are exempt from taxation under Section 501(c)(3) of the IRC and are not private foundations. Certain unrelated business income, as defined in the IRC, is subject to federal income tax. For the year ended December 31, 2021, any tax liability on unrelated business income was immaterial. TCB and its related consolidated not-for-profit organizations share common board members. The purpose of these not-for-profit organizations is to foster affordable housing.

TCB is the controlling owner, either directly or indirectly through a subsidiary, of 264 limited partnerships ("LPs") and limited liability companies ("LLCs"), the purpose of which is to develop, own and operate affordable housing and community development projects. TCB has consolidated the financial results of these entities. No provision has been made in the consolidated financial statements for income taxes since all taxable income, losses and credits are allocated to the partners or members.

TCB owns, either directly or indirectly through GBCD Partnership Services, Inc. ("GBCD", a wholly-owned subsidiary), 211 corporate subsidiaries, the majority of which are general partners/managing members with equity interests ranging from 0.0049% to 1% and residual equity interests of up to 100% in various LPs/LLCs. TCB has consolidated the financial results of these subsidiaries. The LPs/LLCs own properties that provide housing for persons and families of low and moderate income. GBCD and other for-profit corporate subsidiaries are subject to taxation at the federal and state levels. GBCD and other corporate subsidiaries account for income taxes under the asset and liability method in accordance with GAAP. During the year ended December 31, 2021, income tax expense incurred by GBCD totaled \$1,142,876.

Under the asset and liability method, deferred tax assets and liabilities are determined based on the differences between the consolidated financial statements and tax basis of assets and liabilities using enacted tax rates. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the period plus or minus the change during the period in deferred tax assets and liabilities. Deferred tax assets and/or liabilities were immaterial as of December 31, 2021.

Net assets without donor restrictions, noncontrolling on the accompanying consolidated financial statements reflects the proportional share of equity and operations that is not attributable to the Company's interest in the consolidated entities.

Basis of presentation

The consolidated statement of activities and consolidated statement of net assets report all changes in consolidated net assets, including changes in consolidated net assets without donor restriction from operating and non-operating activities, and change in consolidated net assets with donor restrictions. Operating revenues consist of rental income, fees earned and other contributions attributable to the Company's ongoing efforts. Non-operating activities include pension related charges other than net periodic pension costs and gains and losses from investments in LPs/LLCs.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

December 31, 2021

Gains and losses on investments in LPs/LLCs are reported as non-operating revenue because such assets are managed for long-term stabilization of the Company's activities. GAAP requires the Company to recognize the funded portion of its pension plan (the difference between the fair value of plan assets and the projected benefit obligation) in the consolidated statement of financial position. The Company recognizes non-operating revenue and expenses separately in the consolidated statements of activities and net assets as an increase and a decrease, respectively, in consolidated net assets without donor restrictions.

Standards of accounting and reporting

The consolidated financial statements of the Company have been prepared in accordance with GAAP, which require the Company to report information regarding its consolidated financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor imposed restrictions. Net assets without donor restrictions consist of assets and contributions available for the support of operations. These net assets may be designated for specific purposes by management or the Board of Directors. Gains and losses on investments are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or law.

Net assets with donor restrictions: Net assets that are subject to donor imposed stipulations that may or will be met, either by actions of the Company and/or passage of time. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. Contributions, gains and investment income that are restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the reporting period in which the contributions are recognized.

Cash, cash equivalents and restricted cash

The Company considers all highly liquid investments purchased with an original maturity of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash equivalents.

The Company maintains its cash balances at several financial institutions located throughout the United States. The cash balances are insured by the Federal Deposit Insurance Corporation. At times these balances may exceed the federal insurance limits; however, the Company has not experienced any losses with respect to its bank balances in excess of government provided insurance. Management believes that no significant concentration of credit risk exists with respect to these balances as of December 31, 2021.

Restricted cash includes accounts which are required by regulatory, loan and other agreements. See Note 2 for the detail of restricted cash.

Revenue recognition

Rental income

The Company receives rental income from units, which are predominately reserved for people with low and moderate income. The Company accepts tenant based housing assistance vouchers from tenants and local government authorities and also has project based housing assistance contracts directly with HUD or housing authorities, whereby, it is entitled to a rent subsidy based upon the difference between market rents, as defined in the contract, and the amounts paid by tenants.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Due to the nature of the Company's identified revenue streams for rental income, there are no material amounts of outstanding or unsatisfied performance obligations as of December 31, 2021.

Rental income is recognized as the rents are earned. Rental payments received in advance are deferred. All leases between the Company and its tenants are operating leases. The Company derives all of its rental income from its rental activity throughout the United States.

Rental income from leases on commercial space is recognized on a straight-line basis over the period of the commercial lease.

Development revenue

The Company earns fees for the development of properties and recognizes the fees as earned over the development period as indicated below:

In general, the Company considers four output measurements when determining revenue recognition which are as follows:

- | | |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Output measurement 1: | Occurs upon receipt of credit reservation for a 9% LIHTC deal, or upon issuance of Official Action Status for a 4% Bond/LIHTC deal. |
| Output measurement 2: | Occurs at the beginning of the construction period as evidenced by the earlier of the admission of an equity partner or receipt of a construction notice to proceed. |
| Output measurement 3: | Occurs throughout the construction period for a project based on the percentage of completion per the General Contractor's progress billing. |
| Output measurement 4: | Occurs when Form 8609s are issued. |

In measuring revenue and determining the consideration the Company is entitled to as part of the development service agreement, the Company takes into account the related elements of variable consideration, such as development cost overruns, developer fee increases from cost savings and deferred development fees. The Company adjusts the amount and/or timing of revenue to be recognized, as appropriate.

As of December 31, 2021, there were 31 developer agreements with outstanding performance obligations totaling \$42,522,343. Management has estimated all performance obligations will be fully satisfied over the course of development of each applicable property. As of December 31, 2021, there were no contract liabilities outstanding.

All of the development revenue was derived from entities that own properties which TCB develops and manages throughout the United States in the ordinary course of business.

Property management and site fees

TCB charges property management fees and is reimbursed for salaries and related benefit costs on behalf of certain unconsolidated entities. These fees are generally provided on an annual basis incident to separate agreements that renew annually at the election of the parties or under aspects of the operating agreements that govern the operations of the respective affiliates. These agreements specify the compensation for each annual period. Each service is considered a single performance obligation as each service is distinct. The performance obligations under these agreements are satisfied evenly over the year as the affiliate receives the benefits provided as the Company performs. Service fees are generally recognized in one

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

fiscal year. Compensation is generally a fixed percentage under the relevant agreement, but may contain variable components in the case of certain partnership management services. Certain fees are only earned and/or payable subject to the availability of net cash flow from the respective affiliate's operations and are only recognized as revenue when collection is assured. Fees that are received prior to year-end are deferred and recognized over the periods to which the fees relate.

Contributions and grants

In accordance with Accounting Standards Codification ("ASC") Sub Topic 958-605, *Revenue Recognition* ("Topic 958"), the Company must determine whether a contribution or promise to give is conditional or unconditional for transactions deemed to be a contribution. A contribution is considered to be a conditional contribution if an agreement includes a barrier that must be overcome and either a right of return of assets or a right of release of a promise to transfer assets exists. Indicators of a barrier include measurable performance obligations, a stipulation that limits discretion by the recipient on the conduct of an activity, or stipulations that are related to the purpose of the agreement. Topic 958 prescribes that the Company should not consider probability of compliance with the barrier when determining if such awards are conditional and should be reported as conditional grant advance liabilities until such conditions are met.

Contributions without donor restrictions are recognized as revenue when received or unconditionally pledged. Contributions with donor restrictions are recorded as revenues and net assets with donor restrictions when received or unconditionally pledged. Transfers are made to net assets without donor restrictions as services are performed and costs are incurred pro-rata over the period covered by the grant or contribution as time restrictions lapse. Contributions with donor restrictions received and satisfied in the same period are included in grants and contributions without donor restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Fee-for-service grants are recorded as revenue as costs related to the services provided are incurred. Conditional grants that provide a performance barrier and right of return or release are recognized as revenue if and when the specified conditions are met.

Paycheck Protection Program

The Company applied for a Small Business Administration ("SBA") loan as outlined in the Small Business Debt Relief Program. In April 2021, the SBA approved a loan amount of \$8,261,645 for the Company. On December 2, 2021, the SBA remitted to the lender the payment for forgiveness of the Company's loan. The loan of \$8,261,645 was recognized as income by the Company and is included in debt forgiveness in the consolidated statement of activities for the year ended December 31, 2021.

Accounts and fees receivable

The Company carries its accounts and fees receivable at an amount equal to uncollected but earned revenue less an allowance for doubtful accounts. Accounts and fees receivable outstanding for thirty days or more are deemed delinquent. Accounts and fees receivable are written off upon notification by a governmental agency or when deemed uncollectible. Accounts and fees receivable are adjusted for estimated realizable amounts if the amounts to be received can be reasonably estimated and collection is reasonably assured.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

On a periodic basis, the Company evaluates its accounts and fees receivable and establishes an allowance for doubtful accounts, based on a history of past write-offs, collections and current credit conditions. As of December 31, 2021, management has determined the allowance for doubtful accounts is immaterial.

The Company does not have a policy to accrue interest on accounts and fees receivable. Except as noted below, the Company does not require collateral or other security to secure the accounts and fees receivable.

The Company has a policy to collect security deposits of at least one month's rent from tenants, as allowed by law or regulation. The security deposit can be used to pay for damages caused by the tenant or used against unpaid receivables, as allowed by law or regulation.

Notes and interest receivable

Notes receivable and accrued interest are recorded at estimated net realizable amounts. Notes receivable outstanding for thirty days or more are deemed delinquent. On a periodic basis, the Company evaluates its notes receivable and estimates collectability, based on a history of past write-offs, collections, cash flow analysis, current credit conditions and underlying collateral, if any. Interest accrues in accordance with the terms of the note agreements. As of December 31, 2021, all notes receivable are due at maturity. Outstanding notes receivable have various maturity dates through 2057.

The discounts on the long-term portion of notes and interest receivable are computed using the U.S. Treasury rate based on the term of the note in the year the note is received. As of December 31, 2021, the recorded discount on long-term notes and interest receivable is immaterial.

Deferred revenue

Deferred revenue includes lease incentive fees and other receipts which have been paid or are due to the Company pursuant to certain contracts, but have not yet been earned.

Deferred revenue also includes American Recovery and Reinvestment Act of 2009 Section 1602 Tax Credit Exchange Program ("1602 Program") funds that are recognized on a straight-line basis over the life of the related asset.

Property, plant and equipment

Property, plant and equipment are stated at cost or if donated, fair value on the date of receipt. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated service lives. Improvements, including planned major maintenance activities, are capitalized, while expenditures for routine maintenance and repairs are charged to expense as incurred. Upon disposal of depreciable property, the appropriate property accounts are reduced by the related costs and accumulated depreciation. The resulting gains and losses are reflected in the consolidated statement of activities. Depreciation for buildings is computed under the straight-line method based on an estimated useful life of ten to forty years. Depreciation for furniture, fixtures and equipment is computed under the straight-line method based on an estimated useful life of three to fifteen years.

Development in progress

Development in progress is recorded on the cost method. Costs associated with the acquisition, development and construction of development in progress, including property taxes, interest and insurance, are capitalized as a cost of the project. Development in progress consists of costs to develop low-income housing units for 78 low-income properties, mixed-use housing properties

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

which are subject to a change in ownership, and NMTC properties. The projects are located primarily in Connecticut, Illinois, Indiana, Maryland, Massachusetts, Michigan, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Virginia, and Washington, DC. Properties in development are expected to be completed within two - seven years.

Impairment of long-lived assets

The Company reviews its investment in long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the asset to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition of the asset. If the asset is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the asset exceeds the fair value of such asset. There were no impairment losses recognized during the year ended December 31, 2021.

Investments in partnerships

The Company holds non-controlling interests in certain LPs/LLCs and other entities that are not consolidated. The entities in which the Company invests are considered variable interest entities ("VIEs"). Because the Company invests as a limited partner/investor member and is not the primary beneficiary of the VIEs, it accounts for its investments in the limited partnerships under the equity method of accounting. The Company ceases recognition of losses for consolidated financial statement purposes once the cost of the investment is reduced to zero, except when the Company is required to fund operating losses per the partnership/operating agreements. Distributions may only be made in accordance with the partnership/operating agreements. Declines in value of the investments which are deemed to be other than temporary are recognized as impairment loss. For the year ended December 31, 2021, no impairment losses were recognized on the Company's investments in partnerships.

Equity equivalent investments

Equity equivalent investments are long-term, fully subordinated debt instruments with features such as rolling terms and limited right-to-accelerate payments that allow them to function in a manner similar to equity. As of December 31, 2021, the Company made equity equivalent investments in New Hope Community Capital, Inc. ("New Hope") totaling \$4,228,252. TCB works closely with New Hope, a charitable corporation with a similar service area as TCB. Equity equivalent investments are included in investments on the consolidated statement of financial position.

Fair value measurements

GAAP defines fair value as the exchange price that would be received for an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. Additionally, the inputs used to measure fair value are prioritized based on a three-level hierarchy. This hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. The three levels used to measure fair value are as follows:

Level 1: Quoted prices for identical instruments traded in active markets.

Level 2: Observable inputs other than quoted prices included in Level 1. Assets and liabilities included in this level are valued using quoted prices for similar assets and liabilities in active markets or other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant inputs to the valuation model are unobservable.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Recurring measurements

GAAP requires that certain assets and liabilities be recorded at fair value on a recurring basis. The Company had no assets or liabilities that were recognized or disclosed at fair value on a recurring basis under the above fair value hierarchy as of December 31, 2021. The Company's policy is to recognize transfers in and out of levels as of the actual date of the event or change in circumstances that caused the transfer. There were no transfers between levels during the year ended December 31, 2021.

Non-recurring measurements

In addition to assets and liabilities that are recorded at fair value on a recurring basis, the Company records assets and liabilities at fair value on a non-recurring basis as required by GAAP. The fair value hierarchy discussed above is not only applicable to assets and liabilities that are included in the consolidated statement of financial position, but is also applied to certain other assets that indirectly impact the consolidated financial statements. For example, the Company sponsors and/or contributes to a post-retirement benefit plan. Assets contributed by the Company become property of the individual plan. Even though the Company has no control over these assets, it is indirectly impacted by subsequent fair value adjustments to these assets. The actual return on these assets impacts the Company's future net periodic benefit costs, as well as amounts recognized in the consolidated statement of financial position. The Company uses the fair value hierarchy to measure the fair value of assets held by the post-retirement plan. Assets held by the plan are comprised mainly of equity securities and bonds and are measured using Level 1 inputs.

Use of estimates

In preparing the Company's consolidated financial statements in conformity with GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Functional expenses

The cost of providing various programs and other activities has been summarized on a functional basis in the consolidated statement of functional expenses. Directly identifiable expenses are charged to programs and supporting services. Expenses related to more than one function are charged to programs and supporting services based on direct labor. General and administrative expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Company. Fundraising expenses include costs directly related to fundraising activities of the Company.

Amortization

Tax credit fees are capitalized and amortized over the 15-year Low-Income Housing Tax Credit ("LIHTC") compliance period of the respective project using the straight-line method.

Debt issuance costs

Debt issuance costs relating to the loans payable are amortized over the term of the related loans using the effective yield method, as required by GAAP. Unamortized debt issuance costs are presented as a direct deduction from the carrying value of the loans payable (see Note 9). Amortization of debt issuance costs is reported as a component of interest expense in the consolidated statement of functional expenses.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Below market loans

Section 42 of the IRC governs the administration of the Low-Income Housing Tax Credit program, a tax incentive created to foster a legislated public policy directive of the United States to create low-income housing.

Other governmental entities, having a similar agenda to foster low-income housing, have lent money to the Company at terms more advantageous than market rate loans.

The Company has not discounted these below market loans as they were made at arm's length and to preserve the integrity of costs eligible to generate LIHTCs under Section 42 of the IRC.

Noncontrolling interests

The balance of noncontrolling interests included in the consolidated statement of financial position and consolidated statement of net assets represents the aggregate balance of third-party limited partner or investor member equity interests in the LPs or LLCs that are included in the consolidated financial statements.

Recent Accounting Standards

In February 2016, Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2016-02, *Leases (Topic 842)* which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e., lessees and lessors). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight line basis over the term of the lease, respectively. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today.

The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. The ASU was set to be effective on January 1, 2021, with early adoption permitted. The effective date was extended to fiscal years beginning after December 15, 2021. The Company is currently evaluating the impact that the adoption of this new standard will have on its consolidated financial statements.

In July 2018, FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases* and ASU 2018-11, *Leases (Topic 842), Targeted Improvements*. In December 2018, FASB issued ASU 2018-20, *Leases (Topic 842), Narrow-Scope Improvements for Lessors*. Adoption of these ASUs will run concurrent with the Company's adoption of ASU 2016-02.

In June 2016, FASB issued ASU 2016-13, *Financial Instruments-Credit Losses (Topic 326), Measurement of Credit Losses on Financial Instruments*. The ASU adds to GAAP an impairment model (known as the current expected credit loss ("CECL") model) that is based on expected losses rather than incurred losses. Under the new guidance, the Company recognizes as an allowance its estimate of expected credit losses. The ASU is effective for fiscal years beginning after December 15, 2021. The Company is currently evaluating the impact that the adoption of this new standard will have on its consolidated financial statements.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Note 2 - Restricted cash

Restricted cash consists of the following as of December 31, 2021:

Construction escrows	\$ 38,878,904
Operating reserves	38,144,450
Replacement reserves	29,826,490
Mortgage escrows	17,681,709
Affordability reserves	7,189,042
Tenant security deposits	6,119,043
Resident service escrows	6,703,336
Other restricted cash	<u>7,941,690</u>
Total restricted cash	<u>\$ 152,484,664</u>

In connection with various regulatory agencies and lender requirements, the Company has segregated funds for replacement reserves, mortgage escrows, including property insurance and real estate tax escrows, operating and debt service reserves, and tenant security deposits. Certain withdrawals are required to be approved by the regulatory agencies or lenders.

Construction escrows consist of various construction, repair and working capital reserves as required by the partnership/operating agreements or development agreements.

Affordability reserves consist of residual receipts reserves, Section 8 reserves, and other related reserves as required by regulatory agreements or partnership/operating agreements.

Resident service escrows consist of various residential services and community life escrows. The Company has entered into various contracts and has received grants from for-profit organizations, not-for-profit organizations, and governmental agencies specifically for community and social services. The amounts are held in restricted cash accounts to be used for community and social services as outlined in the agreements.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the consolidated statement of financial position that sum to the total of the same such amounts in the consolidated statement of cash flows:

Cash and cash equivalents	\$ 68,022,570
Restricted cash, current	13,694,568
Restricted cash, net of current portion	<u>138,790,096</u>
Total cash, cash equivalents, and restricted cash shown in the consolidated statement of cash flows	<u>\$ 220,507,234</u>

Note 3 - Brownfields Tax Credits

A limited liability company, which was partially owned by GBCD, was awarded Brownfields Tax Credits under the Brownfields Cleanup Program administered by the New York Department of Environmental Conservation ("NYDEC"). Brownfields Tax Credits are allowed credits against a taxpayer's tax liability for net response and removal costs incurred to rehabilitate contaminated property owned or leased for business purposes and located within an economically distressed

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

area. During the year ended December 31, 2021, \$8,465,136 of Brownfields Tax Credit proceeds were earned. As of December 31, 2021, amounts earned but not yet received totaled \$11,879,763 and are included in accounts and fees receivable, net in the consolidated statement of financial position. The credit calculation is being reviewed by NYDEC and is subject to adjustment. Management does not expect a material adjustment as a result of NYDEC's review. The resulting income tax expense on GBCD totaled \$1,142,875, which is included in accrued expenses in the consolidated statement of financial position.

Note 4 - Notes and interest receivable, net

As of December 31, 2021, the Company has total notes and interest receivable outstanding of \$352,002,774 and \$70,016,552, respectively. TCB holds \$20,373,837 of notes and interest receivable, net of allowance for doubtful accounts as of December 31, 2021, in connection with 276 loans. TCB offers loan products of varying terms and maturities to finance the development of multifamily homes for rent, including acquisition, construction and rehabilitation financing, bridge loans and secured predevelopment loans for affordable housing projects. Notes and interest receivable of \$22,270,661 are due from subsidiaries and have been eliminated in consolidation.

Risk management

TCB conducts an annual risk rating analysis on its loan portfolio by reviewing the following criteria: primary source of repayments, financial condition, property performance, development plan, real estate development staff capacity and experience, sponsor/guarantor strength, payment of taxes and insurance, and low-income housing tax credit takeout. As part of TCB's risk rating analysis, a corresponding loss reserve is allocated to each sub-standard and doubtful loan. TCB had loan loss reserves of \$385,028,574 as of December 31, 2021.

Note 5 - Property, plant and equipment

Property, plant and equipment is summarized as follows as of December 31, 2021:

Land	\$ 233,655,042
Building	2,403,662,560
Furniture, fixtures, and equipment	63,799,042
Accumulated depreciation	<u>(615,637,616)</u>
Total, net	<u><u>\$ 2,085,479,028</u></u>

Depreciation expense for the year ended December 31, 2021 was \$68,962,553 and is included in depreciation and amortization in the consolidated statement of functional expenses.

Note 6 - Accounts payable, development

The Company has 72 active projects in development with total short-term liabilities of \$48,806,060, included in accounts payable, development on the consolidated statement of financial position. As of December 31, 2021, the development projects expect to pay these liabilities with \$10,934,776 in cash and cash equivalents, \$4,677,597 in restricted cash and the remaining \$33,193,657 will be paid from future draws of long-term liabilities or from future equity contributions.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Note 7 - Deferred revenue

As of December 31, 2021, deferred revenue consisted of 1602 Program revenue (57%) and other operating revenue (43%).

Note 8 - Line of credit

TCB has a revolving line of credit with Eastern Bank dated November 21, 2016, as amended from time to time up to and including the Fifth Amendment to the Loan and Security Agreement dated November 18, 2020, for up to \$15,000,000. The line of credit bears an interest rate equal to the Wall Street Journal 30 day LIBOR rate plus 1.9%, which was 2.23% as of December 31, 2021, and is due on demand and subject to annual renewal. Monthly payments of interest are required and principal shall be due and payable on demand. The note is secured by the assets of TCB. In connection with the line of credit, the Company must maintain a balance in an account with Eastern bank in the amount of \$3,000,000. Additionally, as required by the loan agreement, certain covenants must be met. As of December 31, 2021, total outstanding principal was \$6,000,000 and management believes all required covenants have been met.

Note 9 - Loans payable and accrued interest

Amortizing loans

As of December 31, 2021, there were 108 permanent loans accruing interest of 0% to 8.98%, generally secured by property, with principal and interest due monthly, to be repaid in full through 2067. As of December 31, 2021, total outstanding principal and accrued interest was \$549,169,262.

Construction loans

As of December 31, 2021, there were 192 construction period loans, including bridge loans and permanent loans accruing interest of 0% to 8%, generally secured by construction completion guarantees (see Note 15) with principal and interest due monthly, to be repaid in full through 2070. As of December 31, 2021, total outstanding principal and accrued interest was \$313,398,437.

Non-Amortizing loans

As of December 31, 2021, there were 365 permanent loans accruing interest of 0% to 7.37%, generally secured by property, with principal and interest due at maturity, to be repaid in full through 2064. As of December 31, 2021, total outstanding principal and accrued interest was \$1,098,594,536.

As required by some mortgages, certain loan covenants must be met. Failure to meet these covenants could require the outstanding principal balance and accrued interest to be due and payable prior to the maturity date.

Included in loans payable and accrued interest, current and loans payable and accrued interest, net of current portion and debt issuance costs is accrued interest totaling \$272,964,060.

Included in loans payable and accrued interest, net of current portion and debt issuance costs are unamortized debt issuance costs totaling \$23,906,055, consisting of debt issuance costs of \$31,357,001, net of accumulated amortization of \$7,450,946. Debt issuance costs on the related loans are being amortized using imputed interest rates.

For the year ended December 31, 2021, total interest costs incurred were \$76,522,453, of which \$16,994,960 was capitalized, \$58,198,697 was included as interest expense, and \$1,328,796 was amortization of debt issuance costs.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Maturities

Principal payments due during each of the next five years on the amortizing and non-amortizing loans are as follows as of December 31, 2021:

2022	\$ 15,614,954
2023	17,086,005
2024	23,299,302
2025	12,176,777
2026	14,101,927

Construction loans are excluded from the balances above as these loans are expected to be refinanced.

Note 10 - Net assets with donor restrictions

Net assets with donor restrictions consist of resources available to meet future obligations in compliance with the restrictions specified by donors. As of December 31, 2021, net assets with donor restrictions consisted of the following:

Community life funds	\$ 748,933
Choice funds	718,026
Capital magnet funds	<u>1,571,062</u>
Total net assets with donor restrictions	<u>\$ 3,038,021</u>

Community life funds consist of funds which are to be used to empower residents through engagement activities, life-skills education and training in the Community Life pilot programs.

Choice funds consist of funds received for the Choice Neighborhoods grant. Funds are required to be held in an endowment trust until utilized.

Capital magnet funds consist of funds that are to be used to spur investment in affordable housing and related economic development efforts that serve low-income families and low-income communities across the country.

Note 11 - Rental income

Rental income, net of vacancies consists of the following:

Rental income, residential	\$ 74,936,197
Rental income, residential rent supplements	<u>94,632,628</u>
Total residential rental income	169,568,825
Vacancies and concessions	<u>(9,148,894)</u>
Rental income, residential, net	160,419,931
Rental income, commercial	<u>4,631,127</u>
Total	<u>\$ 165,051,058</u>

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Note 12 - Employee benefits - defined contribution plan

The Company has a defined contribution pension plan that qualifies as a tax-sheltered account under Section 403(b) of the IRC for the benefit of eligible employees. Employees are eligible to participate in the plan upon hire. Under the plan, benefit eligible employees can invest pre-tax dollars. The employees are not taxed on contributions or earnings until they receive distributions from the account. Employees hired after March 1, 2008, are eligible to have their contributions matched by the Company after one year of service. Employees hired before March 1, 2008 were covered under the defined benefit retirement plan through February 29, 2016. Effective February 29, 2016, all employees have their contributions matched by the Company after one year of service. The matching rate is set by management on an annual basis and was up to 4% during the year ended December 31, 2021. Matching contributions incurred by the Company amounted to \$1,205,920 under this plan for the year ended December 31, 2021.

Note 13 - Employee benefits - defined benefit plan

TCB maintains a non-contributory defined benefit retirement plan (the "Plan") covering a segment of its employees. Benefits paid are based on an employee's years of service and average earnings. TCB's policy is to fund at least the minimum amount required to be in compliance with the Internal Revenue Code and regulations intended to provide assets sufficient to meet the benefits to be paid to plan members in accordance with the requirements of the Employee Retirement Income Security Act of 1974. TCB is the plan administrator. The custodian of the Plan's assets is BMO Harris Bank, N.A. The assets of the Plan are invested in a mix of corporate common stocks, debt instruments and fixed income vehicles.

The Plan was amended, effective March 1, 2008. This amendment excludes employees hired on or after March 1, 2008 from entering the Plan. Employees hired prior to March 1, 2008 remain eligible to participate in the Plan. The amendment also provides for an additional 1.275% of final average earnings for credited service in excess of 35 years but not in excess of 38 years. At the time of this amendment, the Plan had 556 participants, 326 of whom were active participants.

The Plan was further amended, effective February 29, 2016. This amendment freezes all accrued benefits as of February 29, 2016, and, therefore, no further benefits shall be earned or accrued thereafter. Participants' accrued benefits, final average earnings, years of credit service, and Social Security covered compensation are determined as of February 29, 2016, or the date of each participant's employment termination, if earlier. At the time of this amendment, the Plan had 497 eligible participants, 104 of whom were active participants.

During the Plan year that commenced March 1, 2017, vested terminated participants in the Plan were offered two opportunities to take a lump sum buyout of their accrued benefits. The first opportunity took place during August 2, 2017 through September 30, 2017 with 125 participants accepting the offer and the second took place during November 1, 2017 through December 15, 2017 with 58 participants accepting the offer.

The Plan was further amended, effective March 1, 2021. This amendment made a number of changes to the plan to bring it into alignment with current regulations. In addition, vested terminated participants in the Plan were offered an opportunity to take a lump sum buyout of their accrued benefits during July 1, 2021 through August 31, 2021 with 27 participants accepting the offer.

As of December 31, 2021 there were 257 participants in the plan of which 49 were active participants, 74 were vested terminated participants, and 134 were retired participants.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

The following table sets forth the Plan's funded status and amounts recognized in the Company's consolidated statement of financial position as of December 31, 2021:

Change in benefit obligations:

Benefit obligations at beginning of period	\$ 45,601,000
Interest cost	1,167,000
Actuarial gain (loss)	(756,000)
Benefits paid	(1,608,000)
Curtailments, settlements and special termination benefits	<u>(1,437,000)</u>
Benefit obligations at end of period	<u>\$ 42,967,000</u>

Change in Plan assets:

Fair value of plan assets at beginning of period	\$ 28,480,000
Employer contributions	1,612,000
Actual return on plan assets	2,016,000
Benefits paid	(1,608,000)
Settlements	<u>(1,343,000)</u>
Fair value of plan assets at end of period	<u>\$ 29,157,000</u>

Reconciliation of funded status:

Funded status at December 31, 2021	\$ 13,810,000
Unrecognized net actuarial loss at December 31, 2021	<u>(9,591,000)</u>
Net amount recognized at December 31, 2021	<u>\$ 4,219,000</u>

Amounts recognized in the consolidated statement of financial position consist of:

(Accrued) benefit liability	\$ 13,810,000
Effect on net income (loss) for change in additional minimum liability	<u>(9,591,000)</u>
Net amount recognized	<u>\$ 4,219,000</u>
Non-current accrued pension cost liability	<u>\$ 13,810,000</u>
Accumulated benefit obligation	<u>\$ 42,967,000</u>

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Additional year-end information for plans with benefit obligations and accumulated benefit obligations in excess of plan assets:

Benefit obligation	\$ 42,967,000
Accumulated benefit obligation	42,967,000
Fair value of plan assets	29,157,000

The components of net periodic benefit costs included in other revenue (expense) in the consolidated statement of activities are:

Interest cost	\$ (1,167,000)
Expected return on plan assets	2,026,000
Amortization of net (gain) loss	(1,762,000)
Effects of curtailments and settlements	<u>(330,000)</u>
Net periodic benefit costs	<u>\$ (1,233,000)</u>

Pension related changes other than net periodic benefit costs included in other revenue (expense) in the consolidated statement of activities:

Net gain	\$ 1,170,000
Amortization of net gain (loss) to net periodic benefit cost	<u>1,762,000</u>
Pension related changes other than net periodic benefit costs	<u>\$ 2,932,000</u>

For the year ended December 31, 2021:

Employer contributions	\$ 1,612,000
Benefits paid	(1,608,000)
Settlements	(1,343,000)

The applicable rates used by the actuary in calculating the present value of the projected benefit obligations as of December 31, 2021 are as follows:

Discount rate	2.72%
Expected return on plan assets	7.00%
Salary increases	0.00%

The Company considers various factors in estimating the expected long-term rate of investment return. Among the factors considered include input from actuaries, historical long-term investment returns, the current and expected allocation of the Plan investments and long-term inflation assumptions.

The Company's expected long-term rate of return on assets is based on historical returns.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

The Plan's target asset allocation by asset category as of December 31, 2021 is as follows:

Equity securities	55%
Bonds	45%
Total	<u>100%</u>

The Plan's actual asset allocation by asset category as of December 31, 2021 is as follows:

Equity securities	62.8%
Bonds	28.6%
Cash	8.6%
Total	<u>100%</u>

The Company estimates that contributions to be paid during the year ended December 31, 2022 will be approximately \$600,000.

The following benefit payments, which reflect expected future service, as appropriate, are expected to be:

2022	\$	2,093,000
2023		2,104,000
2024		2,262,000
2025		2,280,000
2026		2,274,000
2027 - 2031		11,288,000

Note 14 - Related party transactions

TCB earned development fees of \$21,176,446 for the year ended December 31, 2021 from certain LPs/LLCs in which TCB's subsidiaries are general partners or managing members.

225 Centre Street

TCB's Chief Executive Officer is the owner of Mitchell Properties, LLC, which originated the 225 Centre Street project before he joined TCB. In 2011 with board approval, TCB formed a joint venture with Mitchell Properties, LLC to participate in 225 Centre Street. TCB loaned funds to develop residential rental housing and to aid in the development of commercial space, which loans included a portion of Capital Magnet Grant Funds. During the year ended December 31, 2019, Mitchell Properties, LLC exited the joint venture related to the residential housing by donating its interest to TCB, but remains the owner of the commercial space. At that time with additional board approval, TCB's financing of the commercial space was also restructured and now includes a loan which bears interest at 2% compounded annually and is due in December 2033. Payments of 70% of project cash flow, as defined in the loan agreement, are due annually.

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

Note 15 - Commitments and contingencies

In connection with the Company's development and financing activities, under certain terms and conditions, the Company has committed to advance funds to various entities to meet capital and operating requirements. In general, it is the Company's policy to limit its guarantee obligations (other than construction loan or completion guaranties, or environmental indemnities, which are generally required to be unlimited by investors and lenders), if possible, on individual developments to no more than 150% of the fees the Company receives in connection with the project.

The Company has currently guaranteed approximately \$494.8 million on behalf of 142 entities. In addition to the quantifiable guarantees, there are 43 unlimited guarantees across 37 entities for such events as construction completion, recapture of credits, repurchase of investor limited partner interests, tax credit adjusters and environmental indemnification. As of December 31, 2021, there were no guarantee liabilities accrued.

As general partners and managing members, the subsidiaries of TCB can be exposed to legal and financial liabilities, in certain situations, on behalf of the LPs and LLCs, beyond their equity investments in the LPs and LLCs. Their liabilities are expensed as incurred or when known. As of December 31, 2021, there were no material liabilities accrued.

The Company is involved in various legal actions arising in the normal course of business. In the opinion of the Company's management, the liability, if any, for such contingencies will not have a material effect on the Company's consolidated financial position.

The Company entered into 48 note agreements with various federal, state and local housing agencies, in the amount of approximately \$30.5 million, relating to various development properties. Repayment of the notes will be required only in the event that certain affordable housing and other restrictions, as defined in the note agreements, are not met. In the opinion of management, it is remote that these restrictions will not be met and, as such, a liability has not been accrued.

The Company has entered into construction contracts with various third party contractors to construct and rehabilitate projects.

Many properties owned and operated by TCB and its subsidiaries were developed using funds provided by grants and restrictive, low interest rate loans. The terms of these loans restrict the use of the property and generally require it be rented to qualified low-income tenants for the period of the grant or related loan term. TCB and its subsidiaries also receive grants with restrictions other than property use. Failure to comply with the terms of the grant or the loans would result in a requirement to repay a portion or all of the proceeds received.

The Section 202 program is a federally assisted program designed to provide housing for the elderly and handicapped. Section 202 capital advances need not be repaid as long as the project owner continues to make the housing available for the low-income elderly or disabled for at least 40 years from the date the property was placed in service. Management believes the facilities will remain compliant with this requirement and, therefore, has recognized grant revenue to the extent qualifying HUD-approved expenditures have been incurred. If the properties were to cease providing housing to low-income elderly, the capital advances would be repayable to HUD. Under the HUD Regulatory Agreement related to the capital advances, these properties' assets may not be used for non-operating purposes or be distributed to their owners without prior HUD approval.

Many properties owned by TCB and its subsidiaries are subject to HUD regulatory agreements, which restrict the use of the property and limit the use of project cash. Under these regulatory

The Community Builders, Inc. and Subsidiaries

Notes to Consolidated Financial Statements December 31, 2021

agreements, many of the subsidiaries are precluded from receiving any distributions of operating cash. A surplus cash calculation is required to be prepared annually and any surplus cash, as defined, is required to be deposited in a residual receipts account controlled by HUD.

Certain properties owned by or affiliated with the Company have entered into rental assistance contracts with HUD. These contracts have various terms and require the affiliate projects to operate as low-income housing properties and to obtain HUD approval of all rent increases.

In early 2020, an outbreak of a novel strain of coronavirus ("COVID-19") emerged globally. As a result, events have occurred including mandates from federal, state and local authorities leading to an overall decline in economic activity which could result in a loss of lease revenue and other material adverse effects to the Company's financial position, results of operations, and cash flows. The Company is currently unable to fully determine the extent of COVID-19's impact on its business in future periods. The Company's performance in future periods will be heavily influenced by the timing, length, and intensity of any business disruptions from COVID-19 and the related effects on the Company's operations. Management continues to monitor the results of operations to evaluate the actual and potential economic impact on the Company.

Note 16 - Availability and liquidity

Consolidated financial assets available for general expenditures within one year of the consolidated statement of financial position date comprise the following:

Cash and cash equivalents	\$ 68,022,570
Accounts and fees receivable, net	23,383,812
Notes and interest receivable, current	<u>264,454</u>
Total financial assets	<u><u>\$ 91,670,836</u></u>

None of the financial assets listed above are subject to donor restrictions or other contractual obligations that make them unavailable for general expenditures within one year of the financial position date.

The Company maintains a line of credit as discussed in Note 8. As of December 31, 2021, \$9,000,000 remained available and is not included in the quantitative information above.

As part of the Company's liquidity management, it structures its financial assets to be available as its expenditures, liabilities and other obligations come due. In addition, the Company invests cash in excess of daily requirements in short-term investments, which include reserves, escrows, and other short-term treasury investments. The Company has various sources of liquidity including a steady revenue of developer fees, rental income, services fees, distributions and grants.

Note 17 - Subsequent events

Events that occur after the consolidated statement of financial position date but before the consolidated financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the consolidated statement of financial position date are recognized in the accompanying consolidated financial statements. Subsequent events which provide evidence about conditions that existed after the consolidated statement of financial position date require disclosure in the accompanying notes. Management evaluated the activity of the Company through June 30, 2022

The Community Builders, Inc. and Subsidiaries

**Notes to Consolidated Financial Statements
December 31, 2021**

(the date the consolidated financial statements were available to be issued) and concluded that no subsequent events, other than as disclosed below, have occurred that would require recognition in the consolidated financial statements or disclosure in the notes to the consolidated financial statements.

Subsequent to the year ended December 31, 2021, an allocation of Capital Magnet Funds was made to the Company for \$12,000,000.

Subsequent to the year ended December 31, 2021, the HUD New Markets Tax Credit loan associated with Quad Communities Arts Recreation and Health Center LLC of \$8,000,000 was forgiven in full.

Supplementary Information

The Community Builders, Inc. and Subsidiaries

**Consolidating Statement of Financial Position
December 31, 2021**

<u>Assets</u>	<u>The Community Builders, Inc.</u>	<u>Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
Current assets				
Cash and cash equivalents	\$ 13,291,072	\$ 54,731,498	\$ -	\$ 68,022,570
Restricted cash, current	9,312,077	4,382,491	-	13,694,568
Accounts and fees receivable, net	30,006,058	27,041,806	(33,664,052)	23,383,812
Notes and interest receivable, current	3,349,275	61,310	(3,146,131)	264,454
Prepaid expenses and other	566,252	4,623,719	-	5,189,971
	<u>56,524,734</u>	<u>90,840,824</u>	<u>(36,810,183)</u>	<u>110,555,375</u>
Total current assets				
Other assets				
Restricted cash, net of current portion	2,094,998	136,695,098	-	138,790,096
Accounts receivable, net of current portion	11,010,767	-	(11,010,767)	-
Notes and interest receivable, net of current portion and allowance of \$385,028,574	17,024,562	16,555,600	(19,124,525)	14,455,637
Property, plant and equipment, net	188,819	2,102,002,913	(16,712,704)	2,085,479,028
Development in progress	5,881,476	350,711,933	(6,527,423)	350,065,986
Investments	4,849,144	302,762	(2,051,921)	3,099,985
Deposits and other assets	476,399	3,641,114	-	4,117,513
	<u>41,526,165</u>	<u>2,609,909,420</u>	<u>(55,427,340)</u>	<u>2,596,008,245</u>
Total other assets				
Total assets	<u>\$ 98,050,899</u>	<u>\$ 2,700,750,244</u>	<u>\$ (92,237,523)</u>	<u>\$ 2,706,563,620</u>

The Community Builders, Inc. and Subsidiaries

**Consolidating Statement of Financial Position
December 31, 2021**

<u>Liabilities and Net Assets</u>	<u>The Community Builders, Inc.</u>	<u>Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
Current liabilities				
Accounts payable	\$ 2,690,569	\$ 11,394,884	\$ (7,649,948)	\$ 6,435,505
Accounts payable, development	-	84,694,103	(35,888,043)	48,806,060
Accrued expenses	9,623,648	32,957,369	(16,933,102)	25,647,915
Deferred revenue, current	1,647,549	1,151,715	(230,000)	2,569,264
Line of credit	6,000,000	-	-	6,000,000
Loans payable and accrued interest, current	1,098,345	17,320,143	(789,528)	17,628,960
	<u>21,060,111</u>	<u>147,518,214</u>	<u>(61,490,621)</u>	<u>107,087,704</u>
Total current liabilities				
Long-term obligations				
Deferred revenue, net of current portion	4,445,518	7,418,076	-	11,863,594
Loans payable and accrued interest, net of current portion and debt issuance costs	17,164,257	2,247,429,088	(344,966,125)	1,919,627,220
Accrued pension cost	13,810,000	-	-	13,810,000
Other long-term liabilities	5,951,750	17,111,289	(9,035,267)	14,027,772
	<u>41,371,525</u>	<u>2,271,958,453</u>	<u>(354,001,392)</u>	<u>1,959,328,586</u>
Total long-term obligations				
Total liabilities	<u>62,431,636</u>	<u>2,419,476,667</u>	<u>(415,492,013)</u>	<u>2,066,416,290</u>

The Community Builders, Inc. and Subsidiaries

**Consolidating Statement of Financial Position
December 31, 2021**

	<u>The Community Builders, Inc.</u>	<u>Subsidiaries</u>	<u>Eliminations</u>	<u>Total</u>
Net assets				
Without donor restrictions, controlling	32,581,242	(89,254,836)	323,254,490	266,580,896
Without donor restrictions, noncontrolling	<u>-</u>	<u>370,528,413</u>	<u>-</u>	<u>370,528,413</u>
Total net assets without donor restrictions	32,581,242	281,273,577	323,254,490	637,109,309
With donor restrictions	<u>3,038,021</u>	<u>-</u>	<u>-</u>	<u>3,038,021</u>
Total net assets	<u>35,619,263</u>	<u>281,273,577</u>	<u>323,254,490</u>	<u>640,147,330</u>
Total liabilities and net assets	<u>\$ 98,050,899</u>	<u>\$ 2,700,750,244</u>	<u>\$ (92,237,523)</u>	<u>\$ 2,706,563,620</u>

See Independent Auditor's Report.

The Community Builders, Inc. and Subsidiaries

**Consolidating Statement of Activities
Year Ended December 31, 2021**

	The Community Builders, Inc.	Subsidiaries	Eliminations	Total
Operating revenue				
Rental income, net of vacancies	\$ -	\$ 166,275,737	\$ (1,224,679)	\$ 165,051,058
Development	9,594,340	197,134	11,384,972	21,176,446
Contributions and grants	3,959,298	89,767	(836,185)	3,212,880
Debt forgiveness	8,261,645	1,660,436	(1,388,473)	8,533,608
Other income	51,462,151	14,593,832	(51,656,493)	14,399,490
Releases due to satisfaction of program restrictions	2,086,593	-	-	2,086,593
	<u>75,364,027</u>	<u>182,816,906</u>	<u>(43,720,858)</u>	<u>214,460,075</u>
Total operating revenue before development funding				
Development funding				
Development funding for designated beneficiaries	4,568,577	9,049,308	-	13,617,885
Less: costs directly associated with projects	(4,648,086)	(7,445,321)	10,012,100	(2,081,307)
	<u>(79,509)</u>	<u>1,603,987</u>	<u>10,012,100</u>	<u>11,536,578</u>
Total development funding				
Operating expenses				
Program services	67,205,571	263,558,425	(46,312,958)	284,451,038
General and administrative	4,206,529	15,040,273	(9,864,080)	9,382,722
Fundraising	415,300	-	-	415,300
	<u>71,827,400</u>	<u>278,598,698</u>	<u>(56,177,038)</u>	<u>294,249,060</u>
Total operating expenses				
Operating income (loss) before other activity	<u>3,457,118</u>	<u>(94,177,805)</u>	<u>22,468,280</u>	<u>(68,252,407)</u>

The Community Builders, Inc. and Subsidiaries

**Consolidating Statement of Activities
Year Ended December 31, 2021**

	The Community Builders, Inc.	Subsidiaries	Eliminations	Total
Other revenue (expense)				
Net gain (loss) from investments in limited partnerships	-	9,835,907	(211,828)	9,624,079
Pension related changes, net of net periodic benefit costs	1,698,780	-	-	1,698,780
Total other revenue (expense)	1,698,780	9,835,907	(211,828)	11,322,859
Consolidated change in net assets without donor restrictions	5,155,898	(84,341,898)	22,256,452	(56,929,548)
Consolidated change in net assets with donor restrictions				
Contributions and grants	1,659,311	-	-	1,659,311
Releases due to satisfaction of program restrictions	(2,086,593)	-	-	(2,086,593)
Total consolidated change in net assets with donor restrictions	(427,282)	-	-	(427,282)
Total consolidated change in net assets	4,728,616	(84,341,898)	22,256,452	(57,356,830)
Less: change in net assets attributable to the noncontrolling interest	-	71,416,952	-	71,416,952
Change in net assets attributable to The Community Builders, Inc.	\$ 4,728,616	\$ (12,924,946)	\$ 22,256,452	\$ 14,060,122

See Independent Auditor's Report.

The Community Builders, Inc. and Subsidiaries

**Schedule of Expenditures of Federal Awards
Year Ended December 31, 2021**

<u>Federal Grantor/Pass-Through Grantor/Program or Cluster Title</u>	<u>Federal Assistance Listing Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Passed through to Subrecipients</u>	<u>Total Federal Expenditures</u>
U.S. Department of Housing and Urban Development				
HUD Unknown Program Passed through the City of Chicago, Chicago Housing Authority	14.U01	N/A	N/A	<u>\$ 8,000,000</u>
Supportive Housing for the Elderly Direct	14.157	N/A	N/A	<u>13,287,592</u>
CDBG - Entitlement Grant Cluster:				
Community Development Block Grant/Entitlement Grants	14.218	N/A	N/A	
Passed through the City of Durham				175,000
Passed through the City of Northampton				200,000
Passed through the City of Aurora				500,000
Passed through the City of Albany				30,000
Passed through the City of Yonkers				<u>500,000</u>
				<u>1,405,000</u>
HOME Investment Partnerships Program	14.239	N/A	N/A	
Passed through the City of Durham				200,000
Passed through the Urban Redevelopment Authority of Pittsburgh				355,000
Passed through the City of New Brunswick				742,446
Passed through the Ohio Housing Finance Agency				1,650,877
Passed through the City of Fall River				<u>378,000</u>
				<u>3,326,323</u>
Neighborhood Stabilization Program Direct	14.256	N/A	N/A	<u>1,112,290</u>
Total U.S. Department of Housing and Urban Development				<u>27,131,205</u>
U.S. Department of Treasury				
Capital Magnet Fund Direct	21.011	N/A	N/A	<u>2,576,483</u>
Total U.S. Department of Treasury				<u>2,576,483</u>
Total Expenditures of Federal Awards				<u>\$ 29,707,688</u>

See Notes to Schedule of Expenditures of Federal Awards.

The Community Builders, Inc. and Subsidiaries

Notes to Schedule of Expenditures of Federal Awards Year Ended December 31, 2021

Note 1 - Basis of presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of The Community Builders, Inc. and Subsidiaries under programs of the federal government for the year ended December 31, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of The Community Builders, Inc. and Subsidiaries, it is not intended to, and does not present the consolidated financial position, changes in net assets, or cash flows of The Community Builders, Inc. and Subsidiaries.

Note 2 - Summary of significant accounting policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following, as applicable, either the cost principles contained in OMB Circular A-122, "Cost Principles of Non-Profit Organizations" or the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 3 - Indirect cost rate

The Community Builders, Inc. and Subsidiaries has not elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

Note 4 - HUD Unknown New Markets Tax Credit Program ("NMTC")

The Community Builders, Inc. and Subsidiaries received a note from a HUD unknown New Markets Tax Credit Program ("NMTC") Federal Assistance Listing No. 14.U01, to fund capital into small businesses in low-income communities. The balance shown on the Schedule relating to the HUD unknown NMTC advance consists of \$8,000,000 expended in prior years. The HUD unknown NMTC advance need not be repaid as long as the owner continues to assist small businesses in low-income areas through the expiration of the NMTC compliance period.

Note 5 - Section 202 Capital Advance Program ("Section 202")

The Community Builders, Inc. and Subsidiaries received two notes from the Section 202 Capital Advance Program ("Section 202") Federal Assistance Listing 14.157, to fund loans to promote supportive housing for the elderly. The balance shown on the Schedule relating to the Section 202 consists of \$13,287,592 expended in prior years. Section 202 capital advances need not be repaid as long as the owner continues to make the housing available to low-income elderly for at least 40 years.

The Community Builders, Inc. and Subsidiaries

**Notes to Schedule of Expenditures of Federal Awards
Year Ended December 31, 2021**

Note 6 - Community Development Block Grant/Entitlement Grant Program (“CDBG”)

The Community Builders, Inc. and Subsidiaries received notes from the Community Development Block Grant/Entitlement Program (“CDBG”) Federal Assistance Listing No. 14.218, through various municipalities listed on the accompanying Schedule, to fund loans to promote supportive housing for low- to moderate-income individuals in urban communities. The balance shown on the Schedule relating to the CDBG consists of \$905,000 expended in prior years, and \$500,000 expended during the year ended December 31, 2021. The CDBG loans need not be repaid as long as the owner continues to comply with the terms of the CDBG requirements, as defined in the economic development loan agreements. The loan balances outstanding as of December 31, 2021 were \$1,405,000.

Note 7 - HOME Investment Partnership Program (“HOME”)

The Community Builders, Inc. and Subsidiaries received loans from the HOME Investment Partnership Program (“HOME”) Federal Assistance Listing No. 14.239, through various municipalities listed on the accompanying Schedule, to fund loans to promote supportive affordable housing for low-income individuals. The loan balance outstanding at the beginning of the year is included in the federal expenditures presented in the Schedule. The balance of the loan outstanding as of December 31, 2021 was \$3,326,323.

Independent Auditor's Report on Internal Control over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with *Government Auditing Standards*

To the Board of Directors of
The Community Builders, Inc. and Subsidiaries

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of The Community Builders, Inc. and Subsidiaries, which comprise the consolidated statement of financial position as of December 31, 2021, and the related consolidated statements of activities, functional expenses, net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated June 30, 2022. The financial statements of certain Subsidiaries were not audited in accordance with *Government Auditing Standards* and accordingly, this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with these Subsidiaries.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered The Community Builders, Inc. and Subsidiaries' internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of The Community Builders, Inc. and Subsidiaries' internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of The Community Builders, Inc. and Subsidiaries' internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether The Community Builders, Inc. and Subsidiaries' consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance. Accordingly, this communication is not suitable for any other purpose.



Bethesda, Maryland
June 30, 2022

Independent Auditor's Report on Compliance for Each Major Federal Program
and Report on Internal Control over Compliance Required by the Uniform Guidance

To the Board of Directors of
The Community Builders, Inc. and Subsidiaries
Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited The Community Builders, Inc. and Subsidiaries' compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of The Community Builders, Inc. and Subsidiaries' major federal programs for the year ended December 31, 2021. The Community Builders, Inc. and Subsidiaries' major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, The Community Builders, Inc. and Subsidiaries complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2021.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America ("GAAS"); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of The Community Builders, Inc. and Subsidiaries and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of The Community Builders, Inc. and Subsidiaries' compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to The Community Builders, Inc. and Subsidiaries' federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and to express an opinion on The Community Builders, Inc. and Subsidiaries' compliance based on our audit. Reasonable

assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about The Community Builders, Inc. and Subsidiaries' compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding The Community Builders, Inc. and Subsidiaries' compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of The Community Builders, Inc. and Subsidiaries' internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of The Community Builders, Inc. and Subsidiaries' internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material

weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CohnReznick LLP

Bethesda, Maryland
June 30, 2022

The Community Builders, Inc. and Subsidiaries

Schedule of Findings and Questioned Costs
Year Ended December 31, 2021

Section I - Summary of Auditor's Results

Consolidated Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting

- Material weakness(es) identified?
- Significant deficiency(ies) identified?

yes no
 yes none reported

Noncompliance material to financial statements noted?

yes no

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified?
- Significant deficiency(ies) identified?

yes no
 yes none reported

Type of auditor's report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

yes no

Identification of major federal programs:

CFDA Number(s)

Name of Federal Program or Cluster

1. 14.U01

HUD Unknown Program

2. 14.157

Supportive Housing for the Elderly

Dollar threshold used to distinguish between type A and B programs

\$750,000

Auditee qualified as low-risk auditee?

yes no

The Community Builders, Inc. and Subsidiaries

**Schedule of Findings and Questioned Costs
Year Ended December 31, 2021**

Section II - Financial Statement Findings

None reported.

Section III - Federal Award Findings and Questioned Costs

None reported.



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Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

Schedules & Timing

		Schedule Inputs		Market Study absorption u/mo			
	[?]	[?]	[?]		[?]		
		Milestones	Secondary Milestones	Unit Completion	LIHTC Unit Lease Up	LIHTC Units Delv Credits	Other Unit Lease Up
	Total			72	72	72	0
StartDate	ck			72	72	72	0
Jan-25	Month 14	Completion TCO		72			
Feb-25	Month 15				12	-	
Mar-25	Month 16				12	12	
Apr-25	Month 17	Cost Cert			12	12	
May-25	Month 18				12	12	
Jun-25	Month 19				12	12	
Jul-25	Month 20				12	12	
Aug-25	Month 21					12	

Tab K:

Documentation of Development Location:

This deal does not require
information behind this tab.

Tab K.1

Revitalization Area Certification



Revitalization Area

General Instructions

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

Designation

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

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are \leq 80% statewide median income. **NOTE:** These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS. (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below. (15 points)

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

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

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)

INTRODUCED: December 14, 2020

A RESOLUTION No. 2020-R071

To designate the property known as 3100 Nine Mile Road as a revitalization area pursuant to Va. Code § 36-55.30:2.

Patron – Mayor Stoney (By Request)

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: JAN 11 2021 AT 6 P.M.

WHEREAS, pursuant to section 36-55.30:2 of the Virginia Housing Development Authority Act (the “Act”), as set forth in sections 36-55.24 through 36-55.52 of the Code of Virginia (1950), as amended, the governing bodies of localities may by resolution designate an area within such locality as a revitalization area for the purpose of facilitating financing by the Virginia Housing Development Authority to assist private entities with the development of mixed use and mixed income projects; and

WHEREAS, pursuant to the Act, in order to designate an area as a revitalization area, the local governing body must determine that, with respect to such area, (i) the area is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions:

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: JAN 25 2021 REJECTED: _____ STRICKEN: _____

dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area; and

WHEREAS, pursuant to the Act, in any revitalization area, the Virginia Housing Development Authority may provide financing for one or more economically mixed projects and, in conjunction therewith, any “nonhousing buildings,” as defined by section 36-55.26 of the Code of Virginia (1950), as amended, that are incidental to such project or projects or are determined by the governing body of the locality to be necessary or appropriate for the revitalization of such area or for the industrial, commercial or other economic development thereof; and

WHEREAS, the Council believes that the property known as 3100 Nine Mile Road, identified as Tax Parcel No. E000-0955/001 in the 2020 records of the City Assessor and as shown on the map entitled “Creighton Court Redevelopment Site Plan,” prepared by Urban Design Associates, and dated October, 2020, a copy of which is attached to this resolution, is an area (i) that is is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition; and (ii) in which private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and

supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area; and

WHEREAS, the Council believes that it is in the best interests of the citizens of the City of Richmond that the Council designate the aforementioned property as a revitalization area pursuant to section 36-55.30:2 of the Code of Virginia (1950), as amended;

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

That the Council hereby designates the property known as 3100 Nine Mile Road, identified as Tax Parcel No. E000-0955/001 in the 2020 records of the City Assessor and as shown on the map entitled “Creighton Court Redevelopment Site Plan,” prepared by Urban Design Associates, and dated October, 2020, a copy of which is attached to this resolution, as a revitalization area pursuant to section 36-55.30:2 of the Code of Virginia (1950), as amended.

BE IT FURTHER RESOLVED:

That the Council hereby determines that the aforementioned parcel consists of an area that is blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions: dilapidation; obsolescence; overcrowding; inadequate ventilation, light or sanitation; excessive land coverage; deleterious land use; or faulty or inadequate design, quality or condition.

BE IT FURTHER RESOLVED:

That the Council hereby determines that the aforementioned property consists of an area in which private enterprise and investment are not reasonably expected, without assistance, to

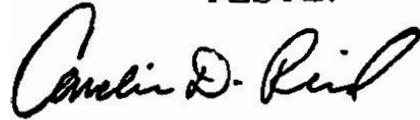
produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

BE IT FURTHER RESOLVED:

That the Council hereby determines that the aforementioned area contains nonhousing buildings that are necessary or appropriate for the revitalization of such area or for the industrial, commercial, or other economic development thereof.

A TRUE COPY:

TESTE:

A handwritten signature in black ink, appearing to read "Carolin D. Reed". The signature is written in a cursive style with a large initial 'C'.

City Clerk

RECEIVED
By Barbara Fore at 3:20 pm, Nov 20, 2020

RECEIVED
By Barbara Fore at 2:36 pm, Dec 04, 2020

RECEIVED
By CAO Office at 9:23 am, Nov 18, 2020

2020-182



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: November 16, 2020

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

Handwritten signature of Levar M. Stoney.

THROUGH: Lenora G. Reid, Acting Chief Administrative Officer

Handwritten signature of Lenora G. Reid.

Handwritten signature of Sharon L. Ebert.

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

FROM: Michelle B. Peters, Deputy Director
Department of Housing and Community Development

RE: Designating the 29.05 acre site at 3100 Nine Mile Road (Creighton Court) as a Revitalization Area pursuant to Virginia Code §36-55.30:2.A to secure Virginia Housing (formerly VHDA) financing for the development of a mixed-income community.

ORD. OR RES. No. _____

PURPOSE: To request a resolution from City Council designating the 29.05 acre site at 3100 Nine Mile Road (known as "Creighton Court") as a Revitalization Area pursuant to Virginia Code §36-55.30:2.A in order to secure VHDA (Virginia Housing) financing for the transformation of Creighton Court into a mixed-income community.

REASON: The Richmond Redevelopment and Housing Authority (RRHA) has partnered with The Community Builders (TCB) to transform the Creighton Court public housing site into a mixed-income community of choice. The developer is seeking housing tax credits to finance this redevelopment project.

RECOMMENDATION: Approval is recommended by the City Administration.

BACKGROUND: The City and RRHA have committed to deconcentrating poverty by undertaking the redevelopment of the Creighton Court public housing complex containing 504 public housing units.

The City is financially supporting this effort by partially funding the Community Engagement and Outreach phase of the plan. The residents have been working with TCB to provide input on the design for the redevelopment project. In addition, the City is funding the infrastructure costs of the project through the City's Capital Improvement Program. The commitment to deconcentrate poverty is manifested in the undertaking of the East End Transformation Initiative that will result in the phased redevelopment, of which the first two phases are located on the former Armstrong High School site. These first two is phases of redevelopment involved the demolition of the school and the construction of 256 new mixed-income housing units.

The redevelopment of Creighton Court will include housing, and other non-housing buildings that are incidental to the project, and instrumental in the redevelopment of a community of choice. The City of Richmond with great expectation supports the redevelopment of this area, and understands that the redevelopment plan for Creighton Court will include housing, non-housing buildings, and structures, that will be designed in a manner appropriate for the revitalization area; thus creating a neighborhood of choice.

The planned Creighton Court redevelopment project will be located in a Revitalization Area in the City of Richmond, Virginia. The revitalization area currently meets the following conditions of: (i) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions - dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition; and (ii) private enterprise and investment are not reasonably expected, without public assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such an area and will induce other persons and families to live within such an area and thereby create a desirable economic mix of residents in such an area.

FISCAL IMPACT/COST: None

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: No

REVENUE TO CITY: N/A

DESIRED EFFECTIVE DATE: Upon Adoption

REQUESTED INTRODUCTION DATE: December 14, 2020

CITY COUNCIL PUBLIC HEARING DATE: January 11, 2021

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Land Use, Housing and Transportation

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

O&R Request

Page 3 of 3

AFFECTED AGENCIES: Housing & Community Development

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: City of Richmond Assessor record with alternate street addresses, an area map provided prepared by Urban Design Associates (UDA), and the VHDA Revitalization Fact Sheet

STAFF: Michelle B. Peters, Deputy Director II – 646-3975

[Print](#)

Property: 3100 Nine Mile Road Parcel ID: E0000955001

Detail

Parcel

Street Address: 3100 Nine Mile Road Richmond, VA 23223-

Alternate Street Addresses: 2061 N 29th St

- : 3306 Bunche Pl
- : 3332 Bunche Pl
- : 3341 Bunche Pl
- : 2067 Creighton Road
- : 2074 Creighton Road
- : 2087 Creighton Road
- : 2105 Creighton Road
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Owner: RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
Mailing Address: 901 CHAMBERLAYNE PKWY, RICHMOND, VA 2322000000
Subdivision Name : NONE
Parent Parcel ID:
Assessment Area: 504 - MF East
Property Class: 325 - R Apartments 100+ Units
Zoning District: R-53 - Residential (Multi-Family)
Exemption Code: 150 - Richmond Redevelopment & Housing Authority
Unit Count: 504

Current Assessment

Effective Date: 01/01/2020
Land Value: \$7,560,000
Improvement Value: \$12,608,000
Total Value: \$20,168,000
Area Tax: \$0
Special Assessment District: None

Land Description

Parcel Square Feet: 1265418
Acreage: 29.05
Property Description 1: CREIGHTON COURT
Property Description 2: 1180 00X0300 00 IRG0029 053 AC
State Plane Coords(?): X= 11802552 5002 Y= 3723558 5298
Latitude: 37.54250397 **Longitude:** -77.39912055



CREIGHTON COURT REDEVELOPMENT

The redevelopment of Creighton Court will be completed as a partnership between The Community Builders (TCB) and the Richmond Redevelopment and Housing Authority (RRHA). The redevelopment will happen in phases to create mixed-income housing, including replacement units for existing Creighton Court residents.

The proposed site plan design maintains the existing Creighton Road and 29th Street alignments and reconnects Tate, Purcell, Newbourne, and Kane Streets through the site. The defining feature is a linear park, or string of parks, that extends from Nine Mile Road through the site to 29th Street. The park will connect all phases of new housing to on-site amenities, such as a community building, playground, and sport courts, to amenities just across the street from Creighton, such as the Anna Julia Cooper school and its expansion, Woodville Elementary School and its grounds, and the future Boys & Girls Club.

Buildings will front streets and spaces, with off-street parking, trash collection, and other back-of-house services in the rears of blocks. The rental building typologies will range from 2- and 3-story townhouses to stacked townhouses/flats, to 3-story elevator buildings with corridors. One block of homeownership attached houses are planned for the 29th Street block between Purcell St. and Tate St.



CREIGHTON COURT REDEVELOPMENT SITE PLAN

Tab K.2

Location Map

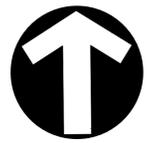


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PROJECT AREA MAP

Creighton Court Redevelopment - 2/28/23



SCALE 1"=200'
0 200' 400'



S:\4014613\CreightonRedevelopment\DWG\Sheet\enb\20230228_Aerial BaseMap (Phase B).dwg | Printed on 2/28/2023 8:43 AM | by Sam Castongy

Tab K.3

Surveyor's Certification of Proximity To Public
Transportation

Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit appraiser at taxcreditapps@virginiahousing.com.

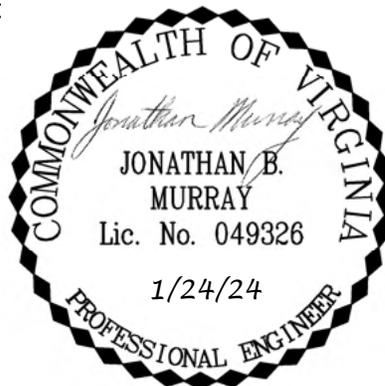
Date 1/24/24

To Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

RE: 2024 Tax Credit Reservation Request

Name of Development Creighton Phase B

Name of Owner Richmond Redevelopment and Housing Authority



Ladies and Gentlemen:

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

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

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; **OR**

1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

Firm Name Timmons Group

By Jon Murray, P.E.

Its Senior Project Manager

Title

Tab L:

PHA / Section 8 Notification Letter

Tab M:

Locality CEO Response Letter

This deal does not require
information behind this tab.

Tab N:

Homeownership Plan

This deal does not require
information behind this tab.

Tab O:

Plan of Development Certification Letter

This deal does not require
information behind this tab.

Tab P:

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

This deal does not require
information behind this tab.

Tab Q:

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

Authority to Use Grant Funds

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

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

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

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

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

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

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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

March 4, 2021

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

Dear Ms. Daniels-Fayson:

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

Office of Public Housing and Fair Housing & Equal Opportunity Certification

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

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

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

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

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

Development History

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

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

Demolition:

Description and Proposed Removal Action

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

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

Reason for Action (Justification)

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

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

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

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

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

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

Demolition Cost

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

Relocation

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

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

Disposition:

Description and Proposed Removal Action

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

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

Reason for Action (Justification)

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

Appraisal

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

Negotiated Sale

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

Commensurate Public Benefits

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

Use of Proceeds

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

Resident Consultation

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

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

Offer for Sale to the Resident Organization

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

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

Mayor/Local Government Consultation

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

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

Approval

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

Demolition:

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

Disposition:

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

Conditions

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

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

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

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

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

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

Other Requirements

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

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

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

Operating Subsidy

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

Tenant Protection Vouchers

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

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

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

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

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

Type of TPVs	Relocation TPVs	Replacement TPVs
Maximum TPV Award		187

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

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

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

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

Capital Fund Financing Program

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

PIC and Monitoring - RRHA

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

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

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

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

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

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

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

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

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

PIC and Monitoring – OPH

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

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

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

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

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

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

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

Sincerely,

Jane B. Hornstein
Director

cc: HUD Richmond OPH
Enclosure

3-Year Immediate Needs*

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

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

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

Line	Div.	Trade Item	Trade Item Description	Trade Unit	Unit Cost - National Average	Total	Cost Adjusted for Location	SAC Unit Cost	SAC Total Cost	SAC Comments
1		3 Concrete					\$ 1,000,469.56			
	Industry Average	Concrete	Concrete Repair, per unit - Interior cutting and patching - sewer line replacement	Apt	\$ 2,500.00	192	\$ 480,000.00		\$480,000	
	033053404535	Concrete	Handicapped ramp - with 6" curb, railing both sides, 5' wide, includes forms (10 entrances feature a HC ramp with curb and railings)	LF	\$ 994.07	200	\$ 175,155.13		\$175,155	
	030505100150	Demolition	Selective concrete demolition, up to 2 tons, remove whole pieces, incl loading, excludes shoring, bracing, saw or torch cutting, hauling, dumping (dwelling unit porches)	EA	\$ 149.50	384	\$ 50,576.45		\$50,576	
	031113651000	Concrete	Concrete forming, slab on grade, bulkhead forms - dwelling unit porches - front & rear	LF	\$ 6.26	4,458	\$ 24,584.48		\$24,584	
	033053404650	Concrete	Concrete slab on grade, (3500 psi) - dwelling unit porches - front & rear	CY	\$ 280.49	384	\$ 94,890.89		\$94,891	
	033053404710	Concrete	Thickened slab edge, 8" x 8" reinforced - dwelling unit porches - front & rear	LF	\$ 12.82	7,862	\$ 88,801.25		\$88,801	
	033113704300	Concrete	Placing concrete, slab on grade direct chute - dwelling unit porches - front & rear	CY	\$ 31.04	384	\$ 10,500.96		\$10,501	
	033513300150	Concrete	Finishing floors, float, broom finish - dwelling unit porches - front & rear	SF	\$ 0.97	9,828	\$ 8,398.71		\$8,399	
	'321123230100	Concrete	Base course, drainage layer, crushed 3/4" stone, 6" deep - dwelling unit porches - front & rear	SY	\$ 7.35	4,914	\$ 31,819.87		\$31,820	
	0320610102165	Concrete	Load, dump, and spread stone w/skid steer, 200' haul - dwelling unit porches - front & rear	CY	\$ 105.65	384	\$ 35,741.82		\$35,742	
2		4 Masonry					\$ 1,950,602.54			
	040505105020	Demolition	Selective demolition, masonry, veneers, brick (10% replacement)	SF	\$ 4.32	58,580	\$ 222,952.09		\$222,952	
	042113132000	Masonry	Brick veneer masonry, standard sel. Common, 4"x2-2/3"x8" (10% replacement)	SF	\$ 18.43	58,580	\$ 951,159.02	\$11.07	\$648,484	
	040120200620	Masonry	Pointing masonry, tuck, cut and re-point, soft old mortar, common bond	SF	\$ 7.63	58,580	\$ 393,778.80	\$3.89	\$227,878	
	040120520310	Masonry	Cleaning masonry, heavy restoration, average soil, biological staining, by chemical, high pressure wash, brush and rinse, excludes scaffolding	SF	\$ 3.19	117,161	\$ 329,267.20		\$329,267	
	034843900650	Concrete	Precast window sill, concrete, tapered, 11" wide	LF	\$ 61.00	995	\$ 53,445.42		\$53,445	
3		5 Metals					\$ 375,381.92			
	051223452500	Metals	Replace steel lintels, steel angles, 3-1/2" x 3-1/2" x 5/16", 4'-6" long (exterior doors and windows)	EA	\$ 83.00	1,379	\$ 100,836.62		\$100,837	
	057323500550	Metals	Replace railing, steel, panelized, plain	LF	\$ 86.50	192	\$ 14,631.65		\$14,632	
	057513206500	Metals	Column, structural, mild steel, corner, stock unit, plain, painted, shop fabricated	LF	\$ 39.51	7,467	\$ 259,913.65		\$259,914	
4		6 Rough Carpentry					\$ 566,334.73			
	Industry Average	Rough Carpentry	Blocking @ kitchen cabinets & bathrooms	Unit	\$ 500.00	192	\$ 84,576.00		\$84,576	
	061110420300	Rough Carpentry	Furring, wood, on walls, on masonry, 1" x 2", 24" O.C. (all exterior walls and dividing partitions)	LF	\$ 1.73	184,914	\$ 281,832.97	0.95	\$175,668	
	060505103440	Demolition	Selective demolition, wood framing, fascia boards, 1" x 8"	LF	\$ 1.18	9,126	\$ 9,487.21		\$9,487	
	062213406230	Rough Carpentry	Exterior trim and moldings, fascia, pine, #2, 1" x 8"	LF	\$ 4.42	9,126	\$ 35,536.83		\$35,537	
	060505106130	Demolition	Selective demolition, sheathing from walls, 1/2" (Replace wall sheathing above & below windows)	SF	\$ 0.96	60,214	\$ 50,926.59		\$50,927	
	061636100602	Rough Carpentry	Sheathing, plywood on walls, CDX, 1/2" thick (replacement at vinyl siding)	SF	\$ 1.96	60,214	\$ 103,975.13	\$1.26	\$75,870	
5		6 Finish Carpentry					\$ 894,345.43			
	Industry Average	Finish Carpentry	Apartment punch-out, cleaning, prelease procedures - Industry Average	EA	\$ 500.00	192	\$ 96,000.00		\$96,000	
	062213505950	Finish Carpentry	Moldings, window & door, window trim sets, 2-1/2" wide, includes casings, header, stops, stool & apron, average	Opng.	\$ 111.00	2,445	\$ 239,099.00		\$239,099	
	064316100100	Finish Carpentry	Moldings, trim, handrail, pine, single piece, stock, 1-1/2" x 2-1/2", exc. Hardware (dwelling unit stairs)	LF	\$ 84.00	2,944	\$ 217,867.78		\$217,868	
	060505108010	Demolition	Selective demolition, wood framing, soffit, hardboard, vinyl or aluminum	SF	\$ 0.83	18,252	\$ 13,346.41		\$13,346	
	074633104210	Finish Carpentry	Vinyl soffit and fascia, solid panels, 2' overhang	LF	\$ 20.40	18,252	\$ 328,032.24		\$328,032	
6		7 Waterproofing					\$ 648,626.20			
	071919100300	Moisture Protection	Silicone water repellants, sprayed on masonry, 2 coats	SF	\$ 1.09	117,161	\$ 112,508.23		\$112,508	
	079213203900	Caulking	Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1" x 1/2"	LF	\$ 4.23	30,273	\$ 112,814.70		\$112,815	
	070505105770	Demolition	Selective demolition, thermal and moisture protection, siding, vinyl siding, corner strips	LF	\$ 0.45	1,866	\$ 739.78		\$740	
	070505105720	Demolition	Selective demolition, thermal and moisture protection, siding, vinyl siding, remove	SF	\$ 1.06	60,214	\$ 56,231.45		\$56,231	
	072510100401	Moisture Protection	Weather barriers, building paper, asphalt felt sheathing paper, #15, per square foot	SF	\$ 0.24	60,214	\$ 12,731.65		\$12,732	
	074633104130	Moisture Protection	Vinyl siding, insulation, fan folded extruded polystyrene, 3/8"	SF	\$ 1.04	60,214	\$ 55,170.48		\$55,170	
	074633104160	Moisture Protection	Vinyl siding, accessories, vinyl starter strip	LF	\$ 2.75	7,226	\$ 17,506.79		\$17,507	
	074633104155	Moisture Protection	Vinyl siding, accessories, under sill finish trim	LF	\$ 3.37	2,985	\$ 8,862.38		\$8,862	
	074633104170	Moisture Protection	Vinyl siding, accessories, window casing, 2-1/2" wide, 3/4" pocket	LF	\$ 4.63	10,945	\$ 44,644.98		\$44,645	
	074633104175	Moisture Protection	Vinyl siding, accessories, outside corner, woodgrain finish, 4" face, 3/4" pocket	LF	\$ 4.54	1,866	\$ 7,463.51		\$7,464	
	074633104020	Moisture Protection	Vinyl siding, clapboard profile, woodgrain texture, .044 thick, double 5"	SF	\$ 3.70	60,214	\$ 196,278.47	\$2.69	\$161,975	
	074633104140	Moisture Protection	Vinyl siding, accessories, j channel, 3/4" pocket	LF	\$ 2.65	7,230	\$ 16,879.52		\$16,880	
	070505102620	Demolition	Selective demolition, thermal and moisture protection, roof ventilation, louvered gable vent	EA	\$ 33.50	64	\$ 1,888.86		\$1,889	
	089516107200	Finish Carpentry	Louvers, vinyl gable vent, 18" x 24"	EA	\$ 87.00	64	\$ 4,905.41		\$4,905	

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7		7 Insulation					\$ 190,308.02			
	072116102220	Insulation	Blanket insulation for floors/ceilings, 12" thick, R38 - attic	SF	\$ 2.57	84,052	\$ 190,308.02		\$190,308	
8		7 Roofing					\$ 230,800.50			
	070505103170	Demolition	Selective demolition, thermal & moisture protection, asphalt shingles, 1 layer (50% Replacement)	SF	\$ 0.76	52,485	\$ 35,141.62		\$35,142	
	060505106094	Demolition	Selective demolition, wood framing, sheathing from roof, 3/4" (50% Replacement)	SF	\$ 0.88	52,485	\$ 40,690.57		\$40,691	
	073113100300	Roofing	Asphalt roof shingles, Class A, 240-260 lb per square (50% Replacement)	Sq.	\$ 263.00	525	\$ 121,630.17		\$121,630	
	073113100825	Roofing	#30 felt underlayment (50% Replacement)	Sq.	\$ 22.60	525	\$ 10,451.87		\$10,452	
	221316802060	Roof Flashing	Vent flashing, galvanized, 4" pipe, includes neoprene ring	EA	\$ 67.65	384	\$ 22,886.27		\$22,886	
9		7 Sheet Metal					\$ 95,906.17			
	070505100420	Demolition	Selective demolition, thermal and moisture protection, gutters and downspouts, metal or wood, €LF	LF	\$ 2.25	9,989	\$ 19,800.70		\$19,801	
	077123300100	Sheet Metal	Aluminum downspouts, enameled, 5", .027" thick	LF	\$ 9.49	3,850	\$ 32,186.06		\$32,186	
	077123100400	Sheet Metal	Aluminum gutters, stock units, enameled, 3" x 4", .032" thick	LF	\$ 8.12	6,139	\$ 43,919.41		\$43,919	
10		8 Doors					\$ 1,097,711.90			
	080505100200	Demolition	Door demolition, exterior door, single, 1-3/4" thick, remove	EA	\$ 33.50	384	\$ 11,333.18		\$11,333	
	081313200030	Doors	Doors, residential, steel, prehung, insulated, exterior, embossed, full panel, 2'-8" x 6'-8"	EA	\$ 530.00	384	\$ 179,301.12		\$179,301	
	081723104620	Doors	Doors, prehung, interior, passage, luan, flush, hollow core, 4-5/8" solid jamb, 1-3/8"x6'8"x2'8" wide	EA	\$ 229.00	1,450	\$ 292,536.05		\$292,536	
	087120401400	Doors	Door hardware, lockset, heavy duty, cylindrical, with sectional trim, residential, minimum	EA	\$ 289.00	384	\$ 97,769.86		\$97,770	
	087120411010	Doors	Door hardware, deadlock, tubular, standard duty, outside key	EA	\$ 146.50	384	\$ 49,561.54		\$49,562	
	087120401100	Doors	Door hardware, non-keyed, heavy duty, cylindrical, with sectional trim, residential, interior door, minimum	EA	\$ 232.00	1,450	\$ 296,368.40		\$296,368	
	087120452020	Doors	Peepholes, wide view, 2 per entry door	EA	\$ 33.85	384	\$ 11,451.59		\$11,452	
	087120650800	Doors	Thresholds, rubber, 2-3/4" wide x 1/2" thick	EA	\$ 93.50	182	\$ 14,991.98		\$14,992	
	087120652300	Doors	Thresholds, ADA compliant, 4" wide, 36" long	EA	\$ 86.00	10	\$ 757.66		\$758	
	087120501300	Doors	Door stops, wall bumper, 4" dia., w/rubber pad	EA	\$ 36.40	1834	\$ 58,813.45		\$58,813	
	087120900012	Doors	Hinges, full mortise, steel base (entry, interior, & basement)	PR	\$ 52.50	1834	\$ 84,827.09		\$84,827	
11		8 Windows					\$ 727,488.60			
	080505200240	Demolition	Window demolition, aluminum, to 25 S.F.	EA	\$ 49.00	995	\$ 42,931.57		\$42,932	
	085113203800	Windows	Aluminum windows, incl. frame and glazing, single hung, 3' -4" x 5'-4" opening, insulating glass	EA	\$ 543.00	995	\$ 475,751.89		\$475,752	
	085113206200	Windows	For installation in concrete/masonry openings add 8%	EA	\$ 43.44	995	\$ 38,060.15		\$38,060	
	085166100900	Windows	Window screens, security screen, aluminum frame, stainless steel cloth	SF	\$ 16.24	11,934	\$ 170,744.99		\$170,745	
13		9 Lath and Plaster					\$ 84,068.54			
	92813100180	Lath and Plaster	Cementitious backerboard, on wall, 3' x 4' x 5/8" sheet - kitchen and bath wet walls	SF	\$ 4.97	19,200	\$ 84,068.54		\$84,069	
14		9 Drywall					\$ 636,515.13			
	092910300710	Drywall	Gypsum wallboard, on walls and ceilings, mold resistant, taped & finished, 1/2" thick	SF	\$ 1.95	303,784	\$ 521,885.72		\$521,886	
	C30102105300	Drywall	Wall coating, on drywall, thin coat, textured spray (dwelling unit ceilings)	SF	\$ 0.86	151,294	\$ 114,629.41		\$114,629	
15		9 Ceramic Tile					\$ 262,943.40			
	093113105800	Ceramic Tile	Ceramic tile, walls, interior, thin set, 6" x 6"	SF	\$ 10.84	13,824	\$ 132,019.75		\$132,020	
	093113103300	Ceramic Tile	Bathroom floors - Ceramic tile, floors, 1 color, color group 2, 1" x 1" (assume 60 sf each)	SF	\$ 12.90	11,520	\$ 130,923.65		\$130,924	
18		9 Resilient Flooring					\$ 1,703,112.39			
	096519197150	Resilient Flooring	Flooring, vinyl composition tile, solid, 12" x 12" x 1/16" (dwelling units)	SF	\$ 5.10	151,294	\$ 679,779.07		\$679,779	
	096513130700	Vinyl molding	Wall base, vinyl, straight or cove, 4" high, 1/8" thick	LF	\$ 3.26	38,258	\$ 109,879.27		\$109,879	
	096513232500	Resilient Flooring	Stair treads and risers, vinyl, tread and riser combined, 1/8" thick	LF	\$ 18.65	7,476	\$ 122,835.54		\$122,836	
	096510103600	Resilient Flooring	Latex underlayment, cementitious for resilient flooring, 1/8" thick	SF	\$ 5.01	151,294	\$ 667,782.97		\$667,783	
	096513232500	Resilient Flooring	Stair treads & risers, vinyl, tread & riser combined, 1/8" thick	LF	\$ 18.65	7,476	\$ 122,835.54		\$122,836	
19		9 Painting					\$ 1,151,934.53			
	090190940730	Painting and Decorating	Surface preparation, interior, walls, wash, gypsum board and plaster	SF	\$ 0.14	453,882	\$ 55,981.81		\$55,982	
	099123721670	Painting and Decorating	Painting walls & ceilings, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation	SF	\$ 1.99	453,882	\$ 795,741.38		\$795,741	
	099123350140	Painting and Decorating	Priming/ painting of doors, interior latex	EA	\$ 130.25	1,450	\$ 166,387.86		\$166,388	
	099113700370	Painting and Decorating	Exterior painting, doors, panel both sides, incl. frame and trim, primer & 2 finish coats	EA	\$ 244.65	384	\$ 82,766.07		\$82,766	
	099113602600	Painting and Decorating	Painting of exterior siding	SF	\$ 0.82	60,214	\$ 43,499.80		\$43,500	
	099113800150	Painting and Decorating	Paints & coatings, trim, exterior, fascia, latex paint, 1 coat coverage, brushwork, 1" x 6" to 1" x	LF	\$ 0.94	9,126	\$ 7,557.61		\$7,558	
20		10 Specialties					\$ 170,411.92			

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Line	Div.	Trade Item	Trade Item Description	Trade Unit	Unit Cost - National Average	Total	Cost Adjusted for Location	SAC Unit Cost	SAC Total Cost	SAC Comments
102813130200		Specialties	Toilet accessories, curtain rod, stainless steel, 1" diameter x 5' long	EA	\$ 81.50	192 \$	13,785.89		\$13,786	
102813136500		Specialties	Toilet accessories, towel bar, stainless steel, 30" long	EA	\$ 87.50	192 \$	14,800.80		\$14,801	
102813134300		Specialties	Toilet accessories, robe hook, regular, single	EA	\$ 28.95	192 \$	4,896.95		\$4,897	
102816200020		Specialties	Bath accessories, medicine cabinet, with mirror, stainless steel frame, unlighted, 16" x 22"	EA	\$ 153.50	192 \$	25,964.83		\$25,965	
105523100300		Specialties	Mail boxes, horizontal, key lock, 5"H x 6"W x 15"D, aluminum, front load	EA	\$ 112.50	192 \$	19,029.60		\$0	Site works
Industry Average		Specialties	Range Queens, pair	EA	\$ 100.00	192 \$	19,200.00		\$19,200	
Industry Average		Specialties	Stainless-steel splash guards @ ranges	EA	\$ 150.00	192 \$	28,800.00		\$28,800	
101423131050		Specialties	Signs, flexible door sign, adhesive back, w/Braille, 5/8" letters, 6" x 6"	EA	\$ 71.85	192 \$	12,153.57		\$12,154	
105613100100		Specialties	Vinyl coated wire shelving @ closets (assume 22 lf per unit)	LF	\$ 8.54	4,224 \$	31,780.28		\$31,780	
21	10	Special Equipment					\$0.00			
NONE INCLUDED										
22	11	Cabinets					\$ 611,158.51			
123223109560		Cabinets	Kitchen cabinets, excl. counters and appliances (50% replacement)	LF	\$ 281.50	1,152 \$	285,697.73		\$285,698	
123623130100		Cabinets	Countertops, stock, plastic laminate, 24" wide, include backsplash (100% replacement)	LF	\$ 74.00	2,304 \$	150,206.98		\$150,207	
123223308050		Cabinets	Vanity bases, 2 doors, 30" high, 21" deep, 30" wide (Not inc. HC units to be converted)	EA	\$ 590.00	182 \$	94,601.78		\$94,602	
123661170060		Cabinets	Solid surface vanity top - Solid surface, center bowl, 22" x 31" (Not inc. HC units)	EA	\$ 503.00	182 \$	80,652.03		\$80,652	
26	13	Special Construction					\$ 829,500.00			
028213430200		Abatement	Bulk Hazardous Materials Removal (Asbestos, Lead, and Mold)	Apt	\$ 3,000.00	192 \$	576,000.00		\$576,000	
Industry Average		Accessibility	Conversion of dwelling units for UFAS compliance	EA	\$ 25,000.00	10 \$	253,500.00		\$253,500	
27	14	Elevators					0.00			
NONE INCLUDED										
28	15	Plumbing and Hot Water					\$ 3,621,608.88			
							\$ 1,249,960.83			
D20202401820		Domestic Water Distributio	Domestic water supply piping and hot water	SF	\$ 8.44	168,104			\$0	Not for Row dwellings
D20109612100		Plumbing	Three fixture bathroom - Lavatory, bathtub & water closet - System includes rough-in (supply, waste and vent) to connect to supply branches and waste mains (dwelling units)	EA	\$ 6,975.00	192 \$	1,179,835.20	\$5,132	\$985,344	RS Means 820032
D20104101960		Plumbing	Kitchen sink system - Kitchen sink w/trim, countertop, 32"x21" double bowl - systems are complete w/trim and rough-in (supply, waste, and vent) to connect to supply branches and waste mains	EA	\$ 2,410.00	192 \$	407,656.32		\$407,656	
221119382080		Water	Water supply meters, 3/4" diameter, to 30 GPM - water supply line replacement	EA	\$ 156.00	192 \$	26,387.71		\$26,388	
221119421020		Water	Backflow preventer, includes valves, 3/4" pipe size - water supply line replacement	EA	\$ 315.00	192 \$	53,282.88		\$53,283	
Sanitary Waste Piping Replacement within the Units/Buildings										
221113741940		Plumbing	Pipe, plastic, PVC, 4" diameter, schedule 40, includes couplings 10' OC, and hangers 3 per 10'	LF	\$ 61.50	5,280 \$	286,078.32		\$286,078	
221113763060		Plumbing	Elbow, 45 Deg., plastic, PVC, white, socket joint, 4", schedule 40	EA	\$ 106.00	384 \$	35,860.22		\$35,860	
221113763460		Plumbing	Coupling, plastic, PVC, white, socket joint, 4", schedule 40	EA	\$ 87.65	960 \$	74,130.86		\$74,131	
221113763260		Plumbing	Tee, plastic, PVC, white, socket joint, 4", schedule 40	EA	\$ 150.00	576 \$	76,118.40		\$76,118	
221113741900		Plumbing	Pipe, plastic, residential installation, PVC, 1-1/2" diameter, schedule 40, includes couplings 10' OC	LF	\$ 32.80	5,280 \$	152,575.10		\$152,575	
221113763020		Plumbing	Elbow, 45 Deg., plastic, PVC, white, socket joint, 1-1/2", schedule 40	EA	\$ 42.05	384 \$	14,225.68		\$14,226	
221113763420		Plumbing	Coupling, plastic, PVC, white, socket joint, 1-1/2", schedule 40	EA	\$ 40.32	960 \$	34,101.04		\$34,101	
221113763220		Plumbing	Tee, plastic, PVC, white, socket joint, 1-1/2", schedule 40	EA	\$ 61.87	576 \$	31,396.30		\$31,396	
29	15	Heat and Ventilation					\$ 1,088,532.24			
D30105101880		Energy Supply	Apartment building heating system, fin tube radiation, forced hot water	SF	\$ 7.35	168,104 \$	1,088,532.24		\$1,088,532	
233423106670		Heat and Ventilation	Fans, residential, bath exhaust, grille, back draft damper, 110 CFM	EA	\$ 195.50	192 \$	33,069.22		\$33,069	
233346101500		Ventilation	Exhaust vent duct - flexible, non-insulated, 3" diameter	LF	\$ 4.77	3,840 \$	16,137.10		\$16,137	
30	15	Air Conditioning					0.00			
NONE INCLUDED										
31	16	Electrical					\$ 2,653,857.76			
284611278310		Electrical	Photoelectric smoke detector, with strobe 120 V, 90 DB ceiling mount	EA	\$ 312.00	627 \$	172,377.73		\$172,378	
284611218420		Electrical	Carbon Monoxide Detectors, hardwired, wall and ceiling mounted (assume 1 per unit)	EA	\$ 109.00	192 \$	18,437.57		\$18,438	
Industry Average		Electrical	CATV/ Internet	Unit	\$ 350.00	192 \$	59,203.20		\$59,203	
D50101200245		Electrical	Overhead electric service, 1 phase, 3 wire, 120/240 volt, 100 amp w/circuit breaker	EA	\$ 3,300.00	192 \$	558,201.60	\$2,493	\$478,656	
260590101120		Electrical	Panelboard, 4 wire with conductor and conduit, NQOD, 120/208 V	EA	\$ 1,655.00	192 \$	279,946.56	\$1,327	\$254,784	
260590109530		Electrical	Thermostat hook-up, low voltage	EA	\$ 47.45	192 \$	8,026.26	\$36	\$6,893	
260590102120		Electrical	Switch devices, residential, single pole, ivory, type MC (BX) cable, 20', 15 amp, incl box & cover plate	EA	\$ 82.00	1,755 \$	126,784.71		\$126,785	
260590102170		Electrical	Switch devices, residential, 3-way, #14/3, type MC cable, 20', incl box & cover plate	EA	\$ 88.50	786 \$	61,301.95		\$61,302	
260590104070		Electrical	Receptacle devices, residential, duplex outlet, ivory, w/#12/2, type MC cable, 20', 15 amp, incl box & cover plate	EA	\$ 93.00	5,803 \$	475,473.59		\$475,474	

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260590104370		Electrical	Receptacle devices, residential, decorator style, GFI with #12/2, type MC cable, 20', incl box & cover plate	EA	\$ 117.00	590	\$ 60,782.45		\$60,782	
260590104680		Electrical	Dryer outlet, residential, 30' of #10/3, 2 pole circuit breaker, type MC cable, 30 amp, 240 V, incl box & exterior cover plate	EA	\$ 200.50	192	\$ 33,914.98		\$33,915	
260590104720		Electrical	Range outlet, residential, 30' of #8/3, type MC cable, 50 amp, 240 V, incl box & exterior cover plate	EA	\$ 335.00	192	\$ 56,665.92		\$56,666	
260590109240		Electrical	Heat pump, residential, hookup, 40' #8/2 & 30' #3/2, MC cable, incl 1-40A & 1-100A 2 pole breaker, local disc switch, 3' sealtite	EA	\$ 1,305.00	192	\$ 220,743.36		\$220,743	
260590109530		Electrical	Thermostat, residential, hook-up, using low voltage wire, heating/cooling, 25' of #18-4	EA	\$ 47.45	192	\$ 8,026.26		\$8,026	
260590106210		Electrical	Light fixtures, residential, canopy style, economy grade	EA	\$ 43.40	1,451	\$ 55,471.92		\$55,472	
260590106250		Electrical	Light fixtures, residential, dining room chandelier, economy grade	EA	\$ 130.00	192	\$ 21,989.76		\$21,990	
260590106310		Electrical	Light fixtures, residential, kitchen fixture (fluorescent), economy grade	EA	\$ 104.50	192	\$ 17,676.38		\$17,676	
260590106350		Electrical	Light fixtures, residential, outdoor, wall mounted, economy grade	EA	\$ 58.50	384	\$ 19,790.78		\$19,791	
262726202600		Electrical	Wall plates, plastic, 1 gang	EA	\$ 12.28	8,934	\$ 96,655.39		\$96,655	
260590108260		Electrical	Bathroom vent fan, residential, hook-up, (use w/above hook-up), economy model, 50 CFM	EA	\$ 71.00	192	\$ 12,009.79		\$12,010	
260590108310		Electrical	Bathroom or kitchen vent fan, residential, economy model, 110 CFM	EA	\$ 124.00	192	\$ 20,974.85		\$20,975	
265636550130		Electrical	LED Floodlights, with ballast and lamp, 288 watt	EA	\$ 2,389.00	128	\$ 269,402.75		\$269,403	
32		Subtotal (Structures)					\$ 20,591,618.86			
33		0 Accessory Structures					\$0.00			
		NONE INCLUDED								
34		0 Total (Lines 32 and 33)					\$ 20,591,618.86			
35		31 Earthwork					\$255,155.22			
Industry Average		Earthwork	Fine Grading green areas - sewer & water line replacement	SY	5.00	25,200	\$ 111,006.00		\$111,006	
329113233850		Earthwork	Spread conditioned Topsoil 4" - sewer & water line replacement	MSF	810.00	202	\$ 144,149.22		\$144,149	
36		Site Utilities					\$0.00			
		NONE INCLUDED								
37		Roads & Walks					\$4,663,467.78			
		NONE INCLUDED								
38		32 Site Improvements					\$0.00			
		NONE INCLUDED								
39		32 Lawns and Plantings					\$140,960.00			
Industry Average		Lawns and Plantings	Landscape repair - 5' perimeter at all buildings	Bldg	\$ 5,000.00	32	\$ 140,960.00		\$140,960	
41		Total Land Improvements					\$5,059,583.00			
		Combined Structure and Land Improvement Cost					\$25,651,201.86		\$23,493,935	
		Contingency (7.5%)					\$1,923,840.14		\$1,762,045	
		Soft Costs and Fees					\$4,183,280.14			
			General Conditions		5.00%		\$1,378,752.10		\$1,174,697	
			Builder's Profit (Elevator, Electrical, HVAC, and Plumbing only)		10.00%		\$736,399.89		\$736,400	
			Architectural Design Fees		5.50%		\$1,516,627.31		\$1,292,166	
			PHA Administration Fee		2.00%		\$551,500.84		\$469,879	
		TOTAL REHABILITATION / RETROFIT CONSTRUCTION COST BUDGET:					\$31,758,322.14		\$28,929,122	
		TOTAL DEVELOPMENT COST					\$ 46,792,896.00		\$46,792,896	
		Rehabilitation Cost % (estimated cost of Rehabilitation/Total TDC) x 100 =					67.87%		61.82%	

**Total Development Cost
(TDC) Addendum**

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

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

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

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

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

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

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

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

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

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

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

Frequently Asked Questions



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

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

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

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

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

City of Richmond Real Estate Assessor

900 East Broad Street Room 802, Richmond, Virginia
23219

REHAB PROGRAMS FOR THE CITY OF RICHMOND

Quick Reference Guide



OFFICE OF THE ASSESSOR OF REAL ESTATE

CITY OF RICHMOND

RICHIE MCKEITHEN

City Assessor



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

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

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

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

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

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

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

GENERAL INFO

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

Tax Abatement for Rehabilitated Structures

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

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

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

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

Tax Abatement for Redevelopment & Conservation & Rehabilitation Districts

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

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

Application Fee for All Applications is \$125.00

SINGLE FAMILY PROPERTIES 1-4 Units

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

MULTIFAMILY PROPERTIES 5 units or more

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

Contact Us:

Kristy Middleton
Rehab Coordinator
(804)646-5227

Robert Jabbar
Rehab Administrator
(804)646-5186

rehab.program@richmondgov.com

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

David

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

I hope that explains the process.

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

Regards,

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

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

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

Tab R:

Documentation of Operating Budget and Utility Allowances

M. OPERATING EXPENSES

Administrative:

Use Whole Numbers Only!

1. Advertising/Marketing			\$4,500
2. Office Salaries			\$54,000
3. Office Supplies			\$1,000
4. Office/Model Apartment	(type _____)		\$0
5. Management Fee			\$70,649
	7.48% of EGI	\$981.24	Per Unit
6. Manager Salaries			\$0
7. Staff Unit (s)	(type _____)		\$0
8. Legal			\$125
9. Auditing			\$0
10. Bookkeeping/Accounting Fees			\$10,000
11. Telephone & Answering Service			\$3,000
12. Tax Credit Monitoring Fee			\$2,520
13. Miscellaneous Administrative			\$12,840
Total Administrative			\$158,634

Utilities

14. Fuel Oil			\$0
15. Electricity			\$26,352
16. Water			\$15,000
17. Gas			\$0
18. Sewer			\$0
Total Utility			\$41,352

Operating:

19. Janitor/Cleaning Payroll			\$27,800
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$0
22. Exterminating			\$730
23. Trash Removal			\$2,500
24. Security Payroll/Contract			\$50,000
25. Grounds Payroll			\$0
26. Grounds Supplies			\$0
27. Grounds Contract			\$9,400
28. Maintenance/Repairs Payroll			\$0
29. Repairs/Material			\$0
30. Repairs Contract			\$17,200
31. Elevator Maintenance/Contract			\$15,000
32. Heating/Cooling Repairs & Maintenance			\$0
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$0
35. Decorating/Payroll/Contract			\$0
36. Decorating Supplies			\$0
37. Miscellaneous			\$22,510
Totals Operating & Maintenance			\$145,140

Taxes & Insurance

38. Real Estate Taxes			\$59,000
39. Payroll Taxes			\$17,163
40. Miscellaneous Taxes/Licenses/Permits			\$0
41. Property & Liability Insurance		\$ 1,318.10 per unit	\$94,903
42. Fidelity Bond			\$0
43. Workman's Compensation			\$0
44. Health Insurance & Employee Benefits			\$2,415
45. Other Insurance			\$0
Total Taxes & Insurance			\$173,481

Total Operating Expense

\$518,607

Total Operating Expenses Per Unit \$ 7,202.88 **C. Total Operating Expenses as % of EGI** 54.92%

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum) \$21,600

Total Expenses	\$540,207
-----------------------	-----------



1003 K STREET, NW, SUITE 700
WASHINGTON, D.C. 20001
P. 202.552.2500
TCBINC.ORG

March 10, 2023

Juan Powell
1003 K St NW, Suite 700
Washington, DC 20001

Virginia Housing Development Authority
601 S. Belvidere Street
Richmond, VA 23220

The attached pages document utility allowances for Creighton Phase B. Please note that the Richmond Redevelopment and Housing Authority utility allowances will be used for the eighteen (18) Project-Based Voucher units, and the Viridiant utility allowances will be used for the LIHTC units at 50 and 60% of Area Median Income. The utility allowance table within the excel application shows the Viridiant allowance for the one-and-two-bedroom units, and the RRHA allowance for the three-bedroom units.

Sincerely,

A handwritten signature in blue ink that reads "Juan Powell".

Juan Powell
Vice President of Real Estate Development
The Community Builders, Inc.



December 13, 2022

David Brotman
 The Community Builders Inc.
 1003 K Street NW, Suite 700
 Washington, DC 20001
 david.brotman@tcbinc.org

RE: Preliminary Utility Allowance for Creighton Phase B

Dear Mr. Brotman,

Please see the following Preliminary Utility Allowance (UA) for Creighton Phase B located in Richmond, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	City of Richmond	Trash:	N/A
Sewer:	City of Richmond		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

PRELIMINARY UA*			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 18.36	\$ 20.55	\$ 22.18	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 6.81	\$ 9.43	\$ 12.10	N/A
Cooking	Electric	Tenant	N/A	\$ 4.51	\$ 6.53	\$ 8.54	N/A
Other Electric	Electric	Tenant	N/A	\$ 17.03	\$ 23.69	\$ 30.36	N/A
Hot Water	Electric	Tenant	N/A	\$ 10.95	\$ 13.97	\$ 17.00	N/A
Water	-	Tenant	N/A	\$ 29.46	\$ 36.16	\$ 42.86	N/A
Sewer	-	Tenant	N/A	\$ 42.45	\$ 53.72	\$ 64.98	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
Total UA for costs paid by tenant			N/A	\$ 129.56	\$ 164.06	\$ 198.02	N/A

**Allowances only for New Construction units at Creighton Phase B as an ENERGY STAR and Enterprise Green Communities project with Larger Apartment Bldgs. (5+ units) and Electric Heat Pump space heating. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets.

Sincerely,

Katy Maher

Katy Maher
 Project Manager

Tab S:

Supportive Housing Certification

Creighton Phase B Resident Well-Being Overview

1. Providing on-site resident services to all residents

- a. Creighton Phase B Apartments will house an office that will be used by an on-site Community Life Services Coordinator.
- b. Please see attached Resident Services Plan to review the roles and responsibilities TCB Community Life will have on-site. The project budget includes a Resident Services escrow that will be used to pay for these services on an ongoing basis.
- c. The relationship between Creighton Phase B LLC and TCB Community Life is codified by the Resident Services Agreement that is included with this application.
- d. TCB Community Life is certified by CORES
- e. TCB Community Life already has established relationships with community partners to provide a full suite of resident services. These pre-existing relationships, which are currently provided to TCB's Armstrong community across the street from this project, will continue to benefit the new residents living in Creighton Phase B. The relationships are demonstrated by various LOIs and MOUs that are included in this application.
- f. Attached you will find:
 - i. Executed Resident Services Agreement (MOU) between Creighton Phase B LLC and TCB Community Life
 - ii. Resumes of the Community Life team who will be working with Creighton Phase B residents
 - iii. List of CORES-certified organizations, showing The Community Builders
 - iv. Full list of partners and programs provided at Armstrong and will continue to be provided at Creighton
 - v. LOI from Atlantic Outreach Group
 - vi. LOI from Bon Secours Sarah Garland Jones Center
 - vii. MOU with Underground Kitchen

2. Telehealth

- a. The on-site Community Life Services Coordinator will work individually with residents to connect them to their telephonic or virtual healthcare services. These services, provided through the residents' provider, allow the residents to connect with board-certified, licensed medical providers online using a phone, tablet, or computer. Residents can receive prescription orders directly to their pharmacy. Wellness exams and appointments for urgent care issues may also be available by virtual visit. The TCB Coordinator will educate residents on what is available to them; how to access these telehealth services; and facilitate their access by providing a quiet, private room for the telehealth visit.

RESIDENT SERVICES AGREEMENT

This Resident Services Agreement (“**Agreement**”) is entered into as of the 14th day of March, 2023 (the “**Effective Date**”) by and between The Community Builders, Inc., a Massachusetts nonprofit corporation (the “**Provider**”) and Creighton Phase B LLC, a Virginia limited liability company (the “**Owner**”).

RECITALS

WHEREAS, Provider provides community life services to residents living at certain multifamily properties;

WHEREAS, Owner is developing a multifamily apartment project located in Richmond, Virginia, known as Creighton Court Phase B (the “**Property**”);

WHEREAS, Owner requests that Provider provide certain services to the tenants of the Property, as set forth in the Resident Services Plan attached hereto as Exhibit A, and Provider is willing to make same available pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services Provided by Provider. During the term of this Agreement, Provider shall provide to Owner the services described on the Resident Services Plan attached hereto as Exhibit A (collectively, the “**Provider Services**”).

2. Services Provided by Owner. During the term of this Agreement, Owner shall provide to Provider the services described below (collectively, the “**Owner Services**,” and together with the Provider Services, the “**Services**”):

- a. Provide suitable office space for the Provider to complete its duties. Such space will include a dedicated office with a door for privacy when needed, and will also include capacity for a computer, phone and copier/printer.
- b. Provide necessary and available space in the Property for any building-wide events that are planned.
- c. Communicate with Provider regarding service needs and performance.
- d. Provide Provider with a monthly list of active residents to include rent roll and employment status of residents.

- e. Owner shall require management agent to provide necessary tenant information to Provider to perform services associated with this Agreement. In order to facilitate this requirement, Owner will work with management agent and the Provider to establish a protocol for the dissemination of information.

3. Provider Consideration. No consideration other than the Owner Services shall be provided to Provider for providing the Provider Services.

4. Relationship of the Parties. For all the purposes of this Agreement, Provider shall be considered independent contractors of Owner, and Provider will not act as an agent, servant, or employee of Owner, nor make any commitments nor incur any obligations on behalf of Owner without its express written consent. Nothing herein shall be construed to imply a joint venture, partnership, employment, or principal-agent relationship between Owner and Provider or any employee of Provider.

5. Confidentiality. Each party will handle, and will cause its affiliates to handle, all information disclosed to it or them by either party which the disclosing party identifies as proprietary and confidential, or which should be deemed confidential by its nature, in the same general manner as such party handles its own information that it considers proprietary and confidential. Provider acknowledges and agrees that any information concerning residents or prospects are the confidential information of Owner. This obligation shall survive the expiration of this Agreement.

6. Force Majeure: Reduction of Services. Neither party shall be liable for any loss or damage whatsoever arising out of any delay or failure in the performance of its obligations pursuant to this Agreement to the extent such delay or failure results from events beyond the control of that party, including but not limited to acts of God, acts or regulations of any governmental authority, war, accident, fire, flood, strikes, industrial disputes or shortages of fuel.

7. Indemnification.

- a. Provider shall indemnify, defend, and hold harmless Owner and its Affiliates, and their officers, employees, agents, and successors and assigns against and from all claims, liabilities, demands, actions, causes of action, losses, damages, and expenses (including reasonable attorneys' fees and costs of defense) of every nature incurred as a result of or arising out of (i) any act or omission of the Provider in connection with the performance of the terms and conditions of this Agreement, and (ii) the negligent, grossly negligent, or willful performance or nonperformance of Provider Services under this Agreement.
- b. Owner shall indemnify, defend, and hold harmless Provider and its Affiliates, and their officers, employees, agents, and successors and assigns against and from all claims, liabilities, demands, actions, causes of action, losses, damages,

and expenses (including reasonable attorneys' fees and costs of defense) of every nature incurred as a result of or arising out of the negligent, grossly negligent, or willful performance or nonperformance of Owner Services under this Agreement.

8. Term and Termination.

- a. This Agreement shall become effective on the Effective Date and shall continue in effect for a period of one (1) year unless terminated pursuant to the terms of this Agreement. If this Agreement is not otherwise terminated pursuant to the terms of this Agreement, the Agreement shall automatically renew for successive one-year terms.
- b. Notwithstanding the foregoing, this Agreement may be terminated by either party by giving sixty (60) days written notice of termination to the other party.
- c. Notwithstanding anything herein to the contrary, Owner may terminate this Agreement at any time upon written notice to Provider if the quality of the services provided by the Provider does not meet industry standards. Such termination becomes effective pursuant to the following cure provisions:
 - (i) Upon a determination of Owner that the quality of services does not meet industry standards, Owner shall submit a Notice of Default to Provider within three (3) business days of the date of Owner's evaluation of services.
 - (ii) Upon receipt of the Notice of Default, Provider shall have twenty (20) business days to cure the issues enumerated in the Notice of Default to the satisfaction of the Owner.

9. No Agency or Partnership. Nothing in this Agreement shall be deemed in any way or for any purpose to constitute either party an agent of the other party in the conduct of such party's business or to create a partnership or joint venture between the parties.

10. Entire Agreement; Waiver. This Agreement constitutes the entire agreement of the parties with respect to the Services, and no waiver, alteration, or modification of any provision hereof shall be effective unless in writing and signed by authorized representatives of both Owner and Provider. Except as otherwise expressly provided herein, no provision hereof is intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that this Agreement may not be assigned in whole or in part without the prior written consent of the other party hereto.

12. Construction. As used in this Agreement, the plural shall include the singular and the singular shall include the plural. With regard to each and every term and condition of this Agreement, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party actually prepared, drafted or requested any term or condition of this Agreement.

13. Counterparts; Effectiveness. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party has received a counterpart hereof signed by the other party hereto.

14. Captions. The captions used in this Agreement are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

15. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. To the extent any provision of this Agreement is determined to be prohibited or unenforceable, Owner and Provider agree to use reasonable commercial efforts to substitute one or more valid, legal and enforceable provisions that, insofar as practicable implement the purposes and intent of the prohibited or unenforceable provision.

16. Governing Law. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Connecticut (without regard to the choice of law provisions thereof).

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Resident Services Agreement as of the day and year first above written.

OWNER:

Creighton Phase B LLC, a Virginia limited liability company,

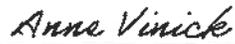
By: Creighton Phase B MM LLC, its managing member

By: 

Name: Juan Powell
Title: Authorized Agent

PROVIDER:

The Community Builders, Inc., a Massachusetts nonprofit corporation,

By: 

Name: Anne Vinick
Title: Authorized Agent

EXHIBIT A Resident Services Plan

Community Life Overview

The Community Builders, Inc. (TCB) is a leader in developing and managing affordable housing for families and seniors and strengthens neighborhoods by investing in Community Life (CL), TCB's placed-based model that uses stable housing as a platform for residents and neighborhoods to achieve success. TCB is a Certified Organization for Resident Engagement & Services (CORES). The CL model works by employing on-site staff who build trusting relationships with our residents and develop programs to coordinate services that reflect their needs and strengths. Staff engage and empower residents to set goals, access community resources, address obstacles and utilize services. Community Life works in 55 TCB properties in 30 cities. These properties are comprised of 5,520 apartments and over 10,000 residents. Community Life is data-driven and is predicated on resident input. TCB's strategic plan includes family outcomes in the areas of youth development, economic mobility, workforce development, and community engagement. We utilize assessment tools, including the Resident Assets and Needs Assessment (RANA) for new CL properties and the Community Life Questionnaire (CLQ), an annual resident survey to measure progress year to year. The CLQ is administered in-person using an interview format by a trained CL staff and allows residents to continually assess and shape the compliment of programs offered. All CL staff are trauma-informed to ensure that the surveys and assessments are implemented in a way that makes residents feel comfortable and empowered.

CL consistently documents our work using CL Connect, a MicroSoft Dynamics data system, in the areas of one-on-one coaching, referrals, and on-site programs. This data system allows TCB to evaluate our work regularly and ensure the services offered have meaningful impact.

Each property also generates a Community Success Plan (CSP), an annual workplan that incorporates CL Connect and property management data, the RANA, the CLQ and other resident feedback.

The CLQ survey shows the progress residents are making toward accomplishing their personal and family goals.

- 72% of children aged 3-5 are enrolled in quality early education
- 62% of residents are connected to education or work
- 92% of adult residents are registered to vote
- 93% of residents have access to a primary care provider
- 80% seniors can rely on neighbors for support
- 91% of families have internet at home

This data-driven approach to our work allows us to constantly respond to the needs of individual residents and the evolving neighborhood challenges and strengths.

TCB tailors the specific programming and services offered at each property based on each community's particular needs, assets and aspirations and the availability of neighborhood resources. TCB has experience offering supportive opportunities in the following:

- **Community Engagement: an engaged community is a healthy community:** We incorporate resident engagement strategies into everything we do. We build relationships with residents, cultivate community leadership, and pioneer unique programming opportunities in collaboration with residents and partners as pathways to sustainability.
- **Youth Development: youth on a path to success:** We partner to provide youth leadership development, out-of-school time academic enrichment and employment opportunities to support personal and education growth.
- **Education: achievement at all ages:** Education is a critical component of supporting both adults and children achieve their full potential. We build relationships with community childcare providers to connect families with enrollment in quality early education programs. Our focus on education extends to adults who can benefit from obtaining a HiSET, pursuing post-secondary education and receiving job training for continued learning and success in the workforce.
- **Workforce Development: household income growth:** We create and connect residents to pathways that support household income stability and growth. Through a network of local employers, schools, and partners, we connect residents to job readiness and skill-building training, job retention support, continuing education, and career advancement support.
- **Asset Building: financial health and well-being:** Our work in this area focuses on connecting families to asset building opportunities that strengthen financial health and well-being. We connect residents to financial resources such as credit building and homeownership seminars, opportunities for accessing banking and savings accounts, free tax filing resources, and financial coaching to meet family goals.

Creighton Phase B - Overview

Creighton Phase B resident services initiative is built off of The Community Builders' model and the best practices that have been learned across our properties. The property is supported by Community Life staff and partners. The operating budget includes funds to support resident services staff hours and expenses, including for partnership development, community engagement and program activities.

Annual Objectives

Objective #1 – Administrative Activities

1. Complete a TCB annual Community Life Questionnaire (CLQ) for 30% adult residents each year
2. Complete a Community Success Plan (CSP) outlining the CL work that will be accomplished throughout the year
3. Use our CL Connect database to document CLQs, coaching sessions, referrals and on-site programs, and refer to monthly reports to determine progress

Objective #2 – Resident Support

1. Develop and maintain positive, trusting relationships with residents.
2. Link residents with services and resources to meet their needs. Advocate for residents and work to empower residents to advocate for themselves
3. Work collaboratively and promote partnerships with community agencies, businesses, and recreational facilities that provide services to the residents
4. Assist residents in contacting service providers, filling out forms, and providing other personal assistance as needed and requested.

Objective #3 – Special Needs Residents

1. Serve as point of contact for any accommodation requests presented by residents; coordinate with property management to ensure that physical and operational accommodations are implemented.
2. Facilitate communication with the Commission on Disabilities to access additional resources related to transportation, access, and community engagement
3. Collaborate with The Connection and report to case managers on any issues or needed modifications to individual service plans

Objective #4 – Partnerships and Resident Activities

1. Create partnerships to support residents' health and wellness needs including access to quality health care both on-site and in the community for vision, hearing, dental, blood pressure, ongoing exercise programs and other health related issues.
2. Build resident capacity to lead activities and events that are of interest to all residents and provide opportunities to decrease social isolation
3. Through outreach to area providers and schools, and based on resident need and interest, create opportunities for on-site speakers and events; this could include speakers on health, wellness, legal issues or civic engagement.

Objective #5 – Personal Growth

1. Develop knowledge and skills related to the CL position by participation in training related to motivational interviewing, trauma-informed care and family-centered coaching; minimum training should be not less than 20 hours per year
2. Attend and participate in the monthly CL training and property management meetings as part of the team that reviews operations.

CALVETTE CLANTON

Richmond, VA

calvette21@gmail.com

8049140233



WORK EXPERIENCE

Resident Services Coordinator

The Community Builders - Richmond, VA

March 2020 to Present

- Develop strategic partnerships with local service providers to bring on-site programs or provide referral to off-site program and services in the following CL outcome areas: housing and financial stability, health and wellness and social engagement.
- Build relationships with local partners including but not limited to the Area Agency on Aging/Aging and Disability Resource Center, Senior Center and Council on Aging.
- Conduct an initial Resident Assets and Needs Assessment survey to all households and a Community Life Questionnaire annually
- Initiate strategic relationships with other local service providers and stakeholders
- Build relationships with residents to better understand their needs and aspirations and connect them with the local resources and opportunities.
- Develop Community Success Plan, a strategic plan that is updated annually, which includes strategic, activities and partners necessary to impact CL outcomes
- Conduct new welcome orientations for new residents
- Create consistent outreach and communication with residents, including newsletters, flyers, telephone calls and door knocking
- Use of TCB's data collection system, CL Connect to document services provided to residents and outcomes achieved
- Align initiatives with the outcomes, mission and goals of TCB Community Life
- Participation and coordination of resources around Watch List issues such as housekeeping and money management for late rent payers
- Participate in ongoing professional and property management development
- Manage administrative tasks required for securing and executing contracts or Memorandum of Agreements with providers and partners to carry out on-site programming
- Recruit and lead volunteers to assist on the site
- Attend trainings and continue education opportunities offer by the Community Life HUB team
- Other duties and responsibilities as requested

Director of Therapeutic Group Home Services

NDUTIME Youth & Family Services - Henrico County, VA

June 2012 to March 2020

- Cultivates relationships with funding and referral sources, and collaborative agencies. Maintains a high moral and ethical responsibility to the residents and employees. Accepts referrals and review admission packets and participate in and oversee admission and discharge planning for each resident. Interviews applicants to determine ability of program to meet their needs. Assesses youth and family strengths and weaknesses, level of family need, and begin to build a relationship with youth, family, and referral source.

- Oversee weekly treatment team meeting. Ensures agency complies with policy and procedures, state and federal regulations, Medicaid, licensure, and human rights regulations. Ensures performance evaluations are in place for employees. Conducts interviews of potential staff for hire. Distributes medications according to agency procedures as needed. Responsible for development of treatment plans and prepare written reports. Provides case management services, provides discharge planning including target discharge date and sets preliminary goals.

Mental Health Crisis Worker

NDUTIME Youth & Family Services - Henrico County, VA

June 2009 to February 2012

- Provide brief treatment, crisis counseling, intervention, and stabilization services to clients experiencing an acute mental health and substance abuse dysfunction. Conduct pre-screening, treatment planning, and service coordination on a regional basis. Conduct on-going clinical, substance abuse, and housing assessments with client/family day-to-day as deemed appropriate by needs of client and program. Complete ISP within three (3) face-to-face contacts of the initiation of services or sooner based on specific program.
- Collaborate with referral sources and other service providers to gather data to complete assessment and provide care to client. Make referrals to health care provider for medical needs and well-child screenings, and other community-based services as needed.
- Maintain a strengths-based client-centered family-focused approach while working with clients to assist in the retention of dignity and the development of intrinsic qualities. Provide one-to-one support and advocacy for client and their family, while modeling how to establish and/or strengthen supportive relationships. Explore creative ways to engage client in fostering change and trying new techniques. Provide the most effective treatment interventions to all clients/families. Remain abreast of changes within the human services field. Represents agency in community and actively participate in inter-agency activities.

Therapeutic Day Treatment Specialist

NDUTIME Youth & Family Services - Henrico County, VA

June 2008 to June 2009

- Provides general and direct supervision to clients in school. Provides one-to-one support and advocacy for client and their family, while modeling how to establish and/or strengthen supportive relationships. Participates in admission and discharge planning for each client. Participates in treatment planning, goal setting, and progress reviews for each client.
- Works with other program staff to assist each client in maximizing achievement of program and treatment goals. Encourages clients to use own strengths and skills to resolve problems and redirects inappropriate behaviors. Assists clients with educational goals, participate in school meetings as necessary, monitor school progress, and assist with homework.
- Communicates with parent/guardian on a weekly basis via telephone, etc. and one (1) face-to-face contact monthly to update on client's progress and continuing needs. Serves as a support within the school setting, while establishing/maintaining a professional relationship with the school system. Implements weekly treatment and program plans for each client. Participates in school-based PTA, back-to-school, open house, and parent-teacher conferences, as applicable. Maintains mandatory documentation, logs, and written reports on each client, noting progress, deficiencies, and incidents.
- Provides guidance and direction to clients in a manner that develops and nurtures personal values and a solid system of communication. Serves as a role model for staff and clients in the areas of ethics, morals, appearance, spirituality, and lifestyle principles. Maintains a high moral and ethical responsibility to the clients, and a professional relationship with referring and collaborative agencies. Ensures clients receive medication education and are taking medications as prescribed by their doctors as needed.

Family Services Social Worker

Richmond City Department of Social Services - Richmond, VA

March 1999 to April 2006

- Under limited supervision, facilitates, coordinates, and provides leadership in the counseling and case management aspect in multiple social work service programs administered by the City Social Services Department, including protective services for adults and children with primary designation in the Foster Care Prevention Unit.

- Responsible for developing and implementing individualized service plans involving the application of casework methods and basic service level caseloads of Ongoing Child Protective Services and Foster Care Prevention Services. Independently perform tasks and seek supervisory advice on unusual situations or when policies and procedures require supervisory review or involvement.
- General work tasks include, but not limited to: Interprets laws, policies and regulations; Monitors, coordinates and administers specific programs as assigned; Coordinates services within specific area of responsibility; Interviews and assesses customer needs and other relevant factors such as education/skill levels, abilities, interests and support systems; Informs clients of related service programs rules/regulations and right to participate; Presents cases to determine appropriate services and writes/implements service plans; Provides case management services to monitor compliance; Tracks expenditures, prepares/submits budget estimates and ensures payment for services; Completes necessary federal, state and local planning and reporting requirements; Conducts overall monitoring of programs in specific area of responsibility; Serves as resource to clients and the community in area of expertise; Provides after hours on-call coverage and responds to emergencies in child/adult protective services and/or foster care; testify in court settings, and file court reports. .



EDUCATION

Bachelors Degree in Psychology

Virginia Commonwealth University - Richmond, VA
September 1987 to June 1991



SKILLS

- Microsoft Word
- Budget Management
- Strategic Planning
- Crisis Management
- Case Management



CERTIFICATIONS AND LICENSES

Virginia Board of Counseling Qualified Mental Health Professional -Child and Adult

October 2018 to present

I am trained and experienced in providing mental health services to adults who have a mental illness to include clinical experience providing direct services to individuals with a diagnosis of mental illness.

EXPERIENCE:

The Community Builders, Inc.

June 2020 – present

Community Life Senior Manager

- Hires, trains, and manages over six Norfolk, Richmond, and DC Community Life Service Coordinators
- Travels to Norfolk, Richmond and DC community sites to conduct site visits, assess community programs, train and support site staff
- Responsible for training and coaching 45 Community Life Coordinators on the Family Centered Coaching Model
- Works collaboratively with leadership to coordinate trainings across the Community Life Department
- Facilitates monthly professional learning meetings and provides technical assistance to Community Life Coordinators, through video conferencing
- Collaborates with external partners across the region to increase on-site programs or provide referrals to off-site program and services in the following outcome areas: education, youth development, health, workforce development, financial stability, and asset building
- Maintains communication with external partners by creating Memorandums of Agreements and bi-monthly meetings to assess community outcomes
- Develops the annual Community Success plan, a strategic plan identifying strategies, activities, and partners necessary for achieving community success
- Prepares and monitors the Community Life budget for Norfolk, Richmond, and DC sites
- Identifies, writes and manages grant proposals and funding for community programs and services
- Prepares and presents reports and presentations on the status of Community Life programs to be reviewed by the Community Life Mid-Atlantic Director and Vice President of Community Life
- Coordinates stable housing workshops to new move-in residents transitioning from the local housing authority to achieve house stability
- Utilizes data systems to review and track resident engagement to ensure housing stability
- Administers the annual Community Life Questionnaire to measure progress towards community outcomes related to strategic goals and grant funding

Community Life Service Coordinator

October 2015 – June 2020

- Developed and led on-site community program oversight based on goals set in the Community Success plan
- Conducted initial Community Assets and Needs Assessment to survey to all households
- Created and distributed monthly community newsletters, calendars and flyers to inform and engage community members in programs and activities
- Implemented and provided one-on-one coaching and case management to residents
- Assisted in local fundraising efforts to fund community programs
- Served as the organizations' representative among community stakeholders
- Led a team of 10 interns and volunteers to assist in program development and implementation
- Coached over 300 residents to ensure housing stabilizing by applying for rental and utility assistance programs
- Used electronic and database management systems to track, retrieve, analyze, and manage program data collection and resident attendance

Norfolk Redevelopment and Housing Authority, Norfolk, VA

September 2011- October 2015

Resident Opportunity and Self-Sufficiency (ROSS) Coordinator

- Provided grant funding oversight for the ROSS program
 - Coordinated drivers education program to prepare for residents for driving tests
 - Identified partners in the community to assist with resident programming
 - Provided direct oversight and support to university interns

EDUCATION:

Liberty University, Lynchburg, VA

Master of Public Health

Graduated: December 2015

Old Dominion University, Norfolk, VA
Master of Public Administration

Graduated: May 2012

Old Dominion University, Norfolk, VA
Bachelor of Science in Criminal Justice

Graduated: May 2010

TECHNICAL SKILLS

Proficient in Microsoft Office programs such as Access, Word, Excel, PowerPoint and Outlook

Proficient in PowerBI

Proficient in CL Connect, Yardi and Onesite Property Management systems

Shanda Brown, LMSW

501 Dolphin St. Baltimore MD 21217

Phone: 443.362.0650

Email: shanda.brown@tcbinc.org

Education

UNIVERSITY OF MARYLAND- BALTIMORE

Masters, Social Work, May 2013

UNIVERSITY OF MARYLAND, College Park

Bachelor of Science, Family Studies, Dec 2005

Experience

The Community Builders (2019-Present)

Clinical Coordinator

- Develop strategic partnerships with local service providers for linkages to mental health services for the prevention, diagnosis, and treatment of mental, substance disorders in Seniors and NEDS in a crisis driven residential environment
- Knowledge and implementation of clinical programming including but not limited to a trauma informed care and strengths based approach
- Coordination with property management to implement TCB strategies to improve resident experience, increase resident agency and resident leadership opportunities
- Oversee eviction prevention efforts to stabilize housing
- Use of TCB's data collection system, Efforts to Outcomes (ETO) + CL Connect + Yardi
- Provide cross-site clinical support to Service Coordinators in Baltimore and Mid Atlantic region
- First responder to mental health and substance related emergencies
- Budget oversight and asset management
- Support with Grant Applications to secure funds for community life service expansion and wellness clinic
- Develop and monitored the progress of Community Success Plans (CSP)
- Provide strategic guidance regarding site operations/capacity, and programming

Aids Interfaith Residential Services (AIRS) (2016-2019)

Director of External Programs

- Reported directly to CEO and COO
- Responsible for oversight of several adult permanent housing sites geared towards transitional aged youth.
- Pioneered the work for the Clinical Employment Services Workforce Development Program – a threefold effort between AIRS, BCCC, and BCDSS to support court ordered returning citizens, in-home partner/spouses and non-custodial parents of low income families receiving state benefits.
- Responsible for oversight and development of clinical programming for over 500 households during RAD PHA process
- Provided direct supervision to service coordinators, graduate students and case managers working with vulnerable populations in crisis driven environments
- Oversight of budget for multiple programs
- Supervised case managers in motivational interviewing and trauma informed care techniques
- Provided training on evidence based screening for substance use and brief mental health screenings using the SBIRT model ,PHQ-9, MDQ, SAFE-T, GAD-7 etc.
- Completed MOU's and vetted partnerships for community access.

Senior Service Coordinator (2016-2018)

- Worked closely with The Community Builders to prepare residents for the RAD PHA process

- Provided onsite service coordination to a NED population during RAD PHA process
- 1st responder to opioid overdoses and health related fatalities in a residential setting
- Facilitate groups for individuals with co-occurring disorders and Seniors
- Provided linkages to resources
- Managed budget and made recommendations for contract addendums.

Baltimore City Department of Social Services (2006 - 2016)

Administrator of Housing (2013-2016)

- Developed strategic plan and pioneered the work in housing for Baltimore City Department of Social Services (BCDSS) foster youth program Ready By 21
- Coordinated directly with Baltimore City rent court judge
- Provided direct supervision to Social Workers in preparation for youth exiting foster care
- Worked closely with Program Directors, Unit Administrators, and BCDSS case managers to evaluate housing plans for youth exiting care
- Developed and facilitated life skills training for youth exiting care, adoptive and foster parents
- Vetted and approved partnerships with local landlords and transitional housing programs
- Attended Family Involvement Meetings to strategize housing barriers to reduce homelessness
- Support SOAR process to increase access to SSI/SSDI for eligible adults* and children who are experiencing or at risk of homelessness
- Oversee Family Unification Program via Housing Authority of Baltimore City for Section 811's and housing choice vouchers.

Social Worker I (2013-2013)

- Worked on specialized task team to stabilize foster care placements
- Identified foster care youth with multiple placement disruptions
- Facilitated Family Involvement meetings amongst all providers connected to youth with multiple placement disruptions to stabilize placement

Family Services Case Worker II (2006-2013)

- Submitted extensive home studies with recommendations for foster home approval
- Ensure foster homes stayed within state and federal regulations
- Testified in court hearings regarding appeals and adoptions
- Assisted with the implementation of statewide electronic medical records system MD Chessie
- Nominated to Tiger Team to identify issues in the CHESSIE and troubleshoot them with IT

Helping Hands (2013 - 2017)

Behavioral Specialist/Program Director

- Assisted with agency audit in preparation for CARF accreditation
- Provided Therapeutic Behavioral Services to youth with mental health diagnoses
- Conducted initial visits with families to assess the youth needs
- Developed comprehensive treatment plans based on information obtained in the initial assessment
- Supervised TBS aides in the client's home to ensure clients treatment goals were

MSW Intern (2011-2013)

Family Connections

The Franciscan Center

Wetseal Inc (2004-2007)

Assistant Manager

- Provided direct support to Store Manager
- Responsible for hiring associates and training them to maximize sales and theft prevention models
- Protected store payroll by adhering to wage cost guidelines

Additional Experiences & Licenses

Field Instructor University of MD School of Social Work (2017-2022), University of MD Field Instructor of The Year Award (2022) Youth Diversion Project (2021-2022), Serendipity Health Care Accreditation (2021-222) Title IV-E Program University of MD-Baltimore (2011 - 2013), National Child Welfare Workforce Institute, University of MD-Baltimore (2011-2013), Licensed Master Social Worker (2013).

References and additional experience available upon request

Certified Organizations

Organizations operating in more than 8 states are listed as Multi-State. Those operating in 20 or more states are listed as National.

IMPORTANT NOTE: If you have questions about an organization's presence in your state, please reach out to them directly for the most up-to-date information.

FILTER BY:

State

- Any -

Model

- Any -

APPLY

Organization

Model

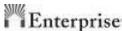


[\(https://abilityhousing.org/\)](https://abilityhousing.org/)

Ability Housing Inc. (<https://abilityhousing.org/>)

Hybrid

Organization	Model
 <p>(https://www.ahcinc.org/) AHC Inc. (https://www.ahcinc.org/)</p>	Direct
 <p>(https://american-healthcare.net/) American Healthcare Group (https://american-healthcare.net/)</p>	Third Party
 <p>(https://apah.org/) Arlington Partnership for Affordable Housing (https://apah.org/)</p>	Direct
 <p>(https://www.atlantichousing.org/) Atlantic Housing Foundation (https://www.atlantichousing.org/)</p>	Direct
 <p>(https://www.avenuecdc.org/) Avenue Community Development Corporation (https://www.avenuecdc.org/)</p>	Direct
 <p>(https://www.beaconcommunitiesllc.com/) Beacon Communities (https://www.beaconcommunitiesllc.com/)</p>	Direct
 <p>(https://www.betterhousingcoalition.org/) Better Housing Coalition (https://www.betterhousingcoalition.org/)</p>	Direct
<p>CHN Housing Partners (https://chnhousingpartners.org/)</p>	Direct
 <p>(https://www.columbiares.com/) Columbia Residential (https://www.columbiares.com/)</p>	Direct
 <p>(https://commonbond.org/) CommonBond Communities (https://commonbond.org/)</p>	Direct
 <p>(https://www.communityhousingpartners.org/) Community Housing Partners (https://www.communityhousingpartners.org/)</p>	Direct
<p>Community Services Foundation (https://www.csfnd.org/)</p>	Third Party
 <p>(https://www.decaturchousing.org/) Decatur Housing Authority (https://www.decaturchousing.org/)</p>	Direct

Organization	Model
 (https://www.cpdc.org/) Enterprise Community Development (formerly CPDC) (https://www.cpdc.org/)	Direct
 (https://fairwaymanagement.com/) Fairway Management (https://fairwaymanagement.com/)	Third Party
 (https://www.ffah.org/embrace/) Foundation for Affordable Housing (Embrace Foundation) (https://www.ffah.org/embrace/)	Third Party
 (https://gainesvillehousing.org/) Gainesville Housing Authority (https://gainesvillehousing.org/)	Direct
 (https://genebglick.com/) Gene B. Glick Company (https://genebglick.com/)	Direct
Harbor Interfaith Services (https://www.harborinterfaith.org/)	Direct
 (https://hdcweb.org/) HDC MidAtlantic (https://hdcweb.org/)	Direct
 (http://www.homesforamerica.org/) Homes for America (http://www.homesforamerica.org/)	Hybrid
 (https://www.hacfrederick.org/) Housing Authority of the City of Frederick (https://www.hacfrederick.org/)	Direct
 (http://hcaac.com/wp1/) Housing Commission of Anne Arundel County (http://hcaac.com/wp1/)	Direct
 (https://housingonmerit.org/) Housing on Merit (https://housingonmerit.org/)	Direct
 (https://hoi.help/) Housing Opportunities (https://hoi.help/)	Direct

Organization	Model
 (https://www.rosecompanies.com/) Jonathan Rose Companies (https://www.rosecompanies.com/)	Direct
 (https://www.mercyhousing.org/) Mercy Housing (https://www.mercyhousing.org/)	Direct
 (https://www.mhpartners.org/) Montgomery Housing Partnership (https://www.mhpartners.org/)	Direct
 (http://www.nationalchurchresidences.org/#/home) National Church Residences (http://www.nationalchurchresidences.org/#/home)	Direct, Third Party
 (http://www.telesiscorp.com/) Neighborhood Partners, LLC (http://www.telesiscorp.com/)	Direct
 (https://www.nwgha.com/) Northwest Georgia Housing Authority (https://www.nwgha.com/)	Direct
 (http://www.onyllc.com/) Omni Holding Company, LLC (http://www.onyllc.com/)	Direct
 (http://www.operationpathways.org/) Operation Pathways/NHP Foundation (http://www.operationpathways.org/)	Hybrid
Orlando Neighborhood Improvement Corporation (http://www.orlandoneighborhood.org/)	Direct
 (https://pkmanagement.com/) PK Management, LLC (https://pkmanagement.com/)	Third Party
 (https://www.portfolioresidentservices.org/) Portfolio Resident Services, Inc. (https://www.portfolioresidentservices.org/)	Third Party
 (https://www.poah.org/) Preservation of Affordable Housing (POAH) (https://www.poah.org/)	Hybrid

Organization	Model
 <p>(https://prosperahcs.org/) Prospera Housing Community Services (https://prosperahcs.org/)</p>	Direct
 <p>(https://providencecommunityhousing.org/) Providence Community Housing (https://providencecommunityhousing.org/)</p>	Hybrid
 <p>(https://rainbowhousing.org/) Rainbow Housing Assistance Corporation (https://rainbowhousing.org/)</p>	Third Party
 <p>(https://www.residentresources.org/) Resident Resources Network (https://www.residentresources.org/)</p>	Third Party
 <p>(https://www.residentservicescorp.org/) Resident Services Corporation (https://www.residentservicescorp.org/)</p>	Direct
 <p>(https://www.stmarydevelopment.org/) St. Mary Development Corporation (https://www.stmarydevelopment.org/)</p>	Direct
 <p>(https://www.tcbinc.org/) The Community Builders (https://www.tcbinc.org/)</p>	Direct
 <p>(https://tishcollc.com/) TISHCO Properties, LLC (https://tishcollc.com/)</p>	Direct
 <p>(https://urbanstrategiesinc.org/) Urban Strategies, Inc. (https://urbanstrategiesinc.org/)</p>	Third Party
 <p>(http://www.virginiasupportivehousing.org/) Virginia Supportive Housing (http://www.virginiasupportivehousing.org/)</p>	Direct
 <p>(https://www.voa.org/) Volunteers of America (https://www.voa.org/)</p>	Direct
 <p>(https://www.wesleyhousing.org/) Wesley Housing Development Corporation (https://www.wesleyhousing.org/)</p>	Direct

(https://www.winncompanies.com/)	
 WinnCompanies (https://www.winncompanies.com/)	Direct

Have more questions about CORES?

[Visit our frequently asked questions](#)

Have questions about Fannie Mae's Healthy Housing Rewards?

[Learn about Healthy Housing Rewards](#)

Current Armstrong Renaissance CL Programs/Partners
Future Creighton Phase B CL Programs/Partners

Bon Secours' Community Health Division

TCB is partnering with the Sarah Garland Jones Center to promote healthy cooking, chair aerobics and yoga for our seniors and families in the community at their location.

Jen Care Medical Center

A family owned primary and specialty care practice committed to delivering superior healthcare to Medicare- eligible seniors. TCB has partnered with Jen Care to provide monthly senior health advocacy programs combined with social activities such as BINGO and game nights on site!

Office of Community Wealth Building

TCB partners with OCWB to provide the community with weekly workshops focusing on resume building, goal setting and knocking down barriers to employment. Services are on site every Tuesday for easy access to residents.

Underground Kitchen-Community First Program

TCB has partnered with UGK to provide pre-packaged home cooked meals to seniors and families in need. Meals are chef prepared to provide healthy, wholesome meals to those in need, particularly in food insecure areas and to those currently adversely affected by the Coronavirus. This is a paid partnership.

Atlantic Outreach Group

TCB has partnered with Atlantic Outreach Group to bring their mobile food pantry to the Armstrong community the 4th Tuesday of every month to help meet the needs of the community.

Virginia Credit Union

TCB has partnered with the VACU to provide financial literacy workshops and paths towards home ownership to the community. Every resident is able to obtain a checking/savings account with no fee. Workshops are geared towards all ages.

Richmond Urban League

TCB has partnered with the Urban League to provide cultural enrichment programs to the community.

VCU/MCV (In the planning stage)

TCB is partnering with the chief of the pediatrics department to develop a food RX program to target childhood obesity. The program will deliver healthy foods to families and track outcomes over a yet to be determined period.



March 13, 2023

To Calvette Clanton,
TCB Community Life Services Coordinator

The Atlantic Outreach Group (AOG) is pleased to provide this letter of intent for The Community Builders' (TCB) Virginia Housing 9% tax credit application for the Creighton Phase B project located on the Nine Mile Road corridor in the Church Hill neighborhood of Richmond, VA.

AOG has partnered with TCB since November 2022. Atlantic Outreach Group (AOG), is a community based 501(c)3 non-profit organization that is dedicated to empowering individuals and families by connecting them to resources needed for their success. We act as a resource compass providing direction to individuals by bridging the gap between those in need and those who assist in meeting those needs through effective community programs and services. It is our intent to continue these services to future residents living in the Creighton Phase B project. A MOU is being finalized to guarantee the success of the project.

We greatly look forward to supporting TCB to provide supportive services to Creighton Phase B residents.

On behalf of The Atlantic Outreach Group, I thank you for your time and consideration when reviewing this application. Please do not hesitate to reach out should you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Bryan Pruitt". The signature is written in a cursive, flowing style.

Bryan Pruitt
Food Pantry Program Coordinator
bpruitt@aog4u.org
Direct: (804) 350-5129



MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding outlines the agreement between:

UGK Community First Corp (UGK-CF) A 501(c)(3) nonstock corporation in the Commonwealth of Virginia Located at 205 Hull Street Richmond, VA 23224

and

The Community Builders, Inc. (TCB) Located at
185 Dartmouth St
9th floor
Boston, MA 02116

Regarding the provision of a consistent source of supplemental healthy and nutritious meals to identified seniors and families within the Armstrong Renaissance Community in Richmond, Virginia.

SECTION 1 RELATIONSHIP/SCOPE

- A. **UGK-CF MISSION & HISTORY:** UGK-CF provides a consistent source of nutritious and healthy, chef-made meals to food insecure families who live in underserved communities as well as those who find themselves in food insecure situations due to environmental or social events. UGK-CF is attentive to the diversity within communities, taking into account the needs presented by different cultures, dietary restrictions, health concerns, environmental limitations and food preferences.

UGK-CF was established as a direct response to the COVID-19 pandemic. Prior to March 2020, the Richmond-based Underground Kitchen (UGK) was a roving experiential dining company that produced lavish dinners up and down the East Coast featuring chefs' of color and women chefs' creations and stories. On March 12, 2020 UGK shuttered its business for the foreseeable future. UGK saw an immediate need in the community created by the crisis; both for healthy meals to be delivered to those in need as well as for those in the restaurant industry to have access to a safe work environment to continue to support their families.

UGK-CF was established as a nonprofit in April 2020. As of the end of 2021, through UGK's network of chefs, UGK's loyal staff & the growing UGK-CF team, an outpouring of community support, and an army of over 200 volunteers, UGK-CF distributed over 170,000 meals throughout the Richmond Metro Region and Petersburg, Virginia. At the beginning of the pandemic, distributions spanned all socioeconomic levels affected by COVID and included those who lost their jobs suddenly, patients in quarantine, families in lockdown, the homeless population, front-line workers, and first responders. UGK-CF continues to serve those in need during the crisis. UGK-CF's long term vision will focus on the development of a comprehensive program that consistently addresses underserved families and individuals who are food insecure. As UGK-CF continues to grow, educational and workforce development programs, as well as the development of both an urban garden and Market Garden are planned which will allow UGK-CF to expand to create broader support for, and development within, the community.

- B. TCB MISSION & HISTORY: TCB is a mission driven real estate development corporation committed to quality, diversity, and prosperity. The TCB mission is to build and sustain strong communities where all people can thrive. For TCB, 'build' means to add to the supply of quality real estate that makes neighborhoods healthy and competitive. In addition, TCB develops and invests in neighborhood businesses and amenities. 'Sustain' to TCB means the operation of quality housing as responsible stewards of all aspects of development including building maintenance and property curb appeal, financial stability, and connections to community partners.
- a. ARMSTRONG RENAISSANCE (AR): Armstrong Renaissance is a community developed by TCB in the East End of Richmond, Virginia. It houses both seniors and families, many of whom have been displaced by the redevelopment of the Richmond Redevelopment & Housing Authority's Creighton Court and many of whom are food insecure.
- C. INTENT & UNDERSTANDING:
- a. UGK-CF and TCB agree to work together to develop a Supplemental Senior and Family Feeding Program to assist those in the TCB community who are food insecure and/or who are unable to cook for themselves.

- b. TCB agrees to identify those most in need of a Supplemental Food Program within the Senior and Family residents at TCB.
- c. TCB agrees to share with UGK-CF, with residents' permission, residents' names, dietary preferences/restrictions, and any major health concerns identified by residents for the purpose of providing appropriate meals to residents.
- d. UGK-CF agrees to provide identified senior residents with weekly deliveries to include three meals for each member residing within a single residence, and family residents with weekly deliveries to include one meal for each family member residing within a single residence.
- e. TCB agrees to pay UGK-CF the following for provision of meals:
 - 'One Pot Meal:' \$4.00/per resident
 - Entree Meal with One Side: \$6.50/per resident
- f. TCB understands that UGK-CF will submit monthly invoices for meals to be delivered to residents. The first invoice will be submitted prior to first deliveries and prorated, if necessary, to reflect the weeks covered by deliveries in the first month. Thereafter, invoices will be delivered on the first of each month with payment due upon receipt.
- g. UGK-CF and TCB agree that deliveries of meals will be made to an agreed upon location at TCB and distributed to residents by TCB employees or volunteers.
- h. TCB shall determine the number of Seniors and/or Families serviced based upon funding. This agreement shall be effective from May___, 2022 through May___, 2023.

SECTION 2 SUPPLEMENTAL MEAL PROGRAM ADVISORY GROUP

- A. INTENT: The intent of the Supplemental Meal Program Advisory Group is to have designated points of contact within both UGK-CF and TCB to facilitate the following:
- B. RESPONSIBILITIES:
 - a. The Supplemental Meal Program Advisory Group will be responsible for:
 - i. Fostering the collaboration and communication between UGK-CF and TCB
 - ii. Monitoring agreed upon outcomes
 - iii. Setting times for review of plans and outcomes
 - iv. Reviewing and reporting outcomes to the Vestry

SECTION 3 COMMUNICATION & INFORMATION SHARING

- A. UGK-CF and TCB agree to hold confidential any proprietary information shared between the organizations
- B. UGK-CF and TCB agree that this confidentiality of proprietary information extends through both organizations by the signature of the designated signatories of this Memorandum of Understanding
- C. UGK-CF and TCB agree to consult regarding the use of any image, logo, or description prior to its use for any marketing/public relations purposes

SECTION 4 CONFLICT RESOLUTION

- A. UGK-CF and TCB agree that should any disagreement or conflict arise during the operation of the Supplemental Meal Program that the following steps will be taken:
 - a. That the issue will first be taken up by the Supplemental Meal Program Advisory Group for discussion and resolution
 - b. If resolution is not possible by the Advisory Group, that the issue will be brought to the TCB@Vice-President of Community Life and Executive Director of UGK-CF for private discussion and resolution
 - c. If both the TCB@Vice-President of Community Life and Executive Director of UGK-CF are unable to reach agreement/resolution that
 - d. UGK-CF and TCB agree to bring in an independent third party to facilitate a discussion and resolution between the partners

SECTION 5 INSURANCE AND INDEMNIFICATION

- A. UCK-CF shall, at the UCK-CF's own cost and expense, maintain and keep in force the following insurance coverages:
 - ^XGeneral liability insurance with minimum limits of liability of \$1,000,000.00 for each occurrence and \$2,000,000.00 general policy aggregate with sexual molestation/assault coverage;
 - Sexual molestation/assault liability insurance with minimum limits of liability of \$1,000,000.00 for each occurrence and \$2,000,000.00 general policy aggregate;

- Automobile liability insurance for all owned, leased, non-owned and hired vehicles (The minimum limit of liability shall be \$1,000,000.00 for each accident, combined single limit for bodily injury and property damage);
- Workers' compensation insurance providing statutory coverage and employers liability insurance with minimum limits \$500,000.00 per accident for bodily injury by accident and per employee for bodily injury by disease; and
- Umbrella liability insurance in with minimum occurrence and aggregate limit of
 - Five Million and 00/100 Dollars (\$5,000,000.00), or
 - Three Million and 00/100 Dollars (\$3,000,000.00),providing following form coverage over the underlying general liability and automobile liability insurance policies described above.

Each of the general liability, automobile liability, workers' compensation, umbrella and excess liability insurance liability coverages described above must name the owner of the Property, Church Hill North Phase I LLC ("Owner"), and The Community Builders, Inc., as an additional insured and must be purchased from insurance companies licensed to do business in the state in which the Property is located. UCK-CF shall deliver certificates of the above-referenced insurance, naming the party or parties above as additional insured, to The Community Builders, Inc. before the commencement of the work or services under the Agreement.

To the fullest extent permitted by law, UCK-CF agrees to indemnify, defend and hold Owner and TCB and their respective employees, agents, directors, officers and servants harmless from any claims, damages, losses, fines, penalties, costs and expenses (including reasonable attorneys' fees), to the extent caused by the UCK-CF's (i) negligent performance of the work or services provided under the Agreement or (ii) failure to fully comply with all applicable restrictions, processes, and procedures imposed by federal, state, and local governmental authorities with respect to COVID-19.

In no event shall TCB be liable to UCK-CF for consequential, incidental or indirect damages resulting from, or connected with, TCB's performance of or failure to perform its obligations under the Agreement.

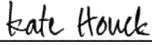
AUTHORIZATION

- B. INTENT: This Memorandum of Understanding is not intended to be a legally binding document but rather an agreement that each organization will strive to uphold the intent and understanding of the partnership and work in concert toward the shared goals outlined, to the best of each organization's ability.

Partnership Authorized Signatures:

UGK Community First:

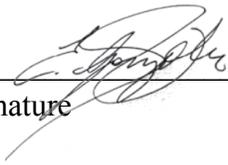
DocuSigned by:



3B405F4597AF486...
Kate Houck

Executive Director

The Community Builders, Inc.:


Signature

Elizabeth Gonzalez Suarez
Name

Vice President of Community Life
Title

Armstrong Renaissance:


Signature

Calvette Clanton
Name

Community Life Services Coordinator
Title

Certificate Of Completion

Envelope Id: 3460DAE841DF453B8B0617AF168AF400	Status: Completed
Subject: UGK-CF & The Company Builders, Inc. MO J updated.docx	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled)	Envelope Originator:
Envelopeld Stamping: Disabled	Kate Houck
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	18 Charnwood Road
	18 Charnwood Road
	Richmond, VA 23229
	kate@popup-revolution.com
	IP Address: 20.84.212.79

Record Tracking

Status: Original 5/10/2022 8:16:59 AM	Holder: Kate Houck kate@popup-revolution.com	Location: DocuSign
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Signer Events**Signature****Timestamp**

Kate Houck kate@popup-revolution.com COO The Underground Kitchen Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Signed by link sent to kate@popup-revolution.com Using IP Address: 98.117.93.40	Sent: 5/10/2022 8:17:00 AM Viewed: 5/10/2022 8:17:12 AM Signed: 5/10/2022 8:18:10 AM Freeform Signing
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/10/2022 8:17:00 AM
Certified Delivered	Security Checked	5/10/2022 8:17:12 AM
Signing Complete	Security Checked	5/10/2022 8:18:10 AM
Completed	Security Checked	5/10/2022 8:18:10 AM

Payment Events	Status	Timestamps
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March 10, 2023

To: Calvette Clanton,
TCB Community Life Services Coordinator

The Bon Secours Sarah Garland Jones Center (SGJC) is pleased to provide this letter of intent for The Community Builders' (TCB) Virginia Housing 9% tax credit application for the Creighton Phase B project located on the Nine Mile Road corridor in the Church Hill neighborhood of Richmond, VA.

The SGJC has partnered with TCB since October 2022. Through the health and wellness programs provided at the SGJC, Bon Secours Richmond strives to partner with the community to influence social and environmental factors impacting the social determinants of a community's health. Only through strong partnerships with organizations like the Community Builders are we able to engage the families in our East End neighborhoods and offer programs that foster the physical, social, mental and spiritual well-being for all. It is our intent to continue these services to future residents living in the Creighton Phase B project. An MOU is being finalized to guarantee the success of the project.

We greatly look forward to supporting TCB to provide supportive services to Creighton Phase B residents.

On behalf of The Bon Secours Sarah Garland Center, I thank you for your time and consideration when reviewing this application. Please do not hesitate to reach out should you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean O'Brien".

Sean O'Brien
Director, Community Health
Bon Secours Richmond Health System
Sean_Obrien@bshsi.org

Tab T:

Funding Documentation



Glenn Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn
Director

March 17, 2023

David Brotman
Development Project Manager
The Community Builders
1003 K Street NW
Washington, VA 23223
Via: david.brotman@tcbinc.org

Proposed Affordable & Special Needs Housing Financing Offer

Dear Mr. David Brotman,

The Department of Housing and Community Development (DHCD) is pleased to make a preliminary offer of funding to support the **The Community Builders' Creighton Phase B** project with **\$1,800,640.00** in **Housing Innovations in Energy Efficiency** funds.

Please review the attached offer letter carefully. This letter contains the negotiable aspects of the preliminary offer of funding and will be used to create the program agreement which constitutes a formal commitment and reservation of awarded funds. DHCD reserves the right to de-obligate funding if all stipulations for funding are not met, and a program agreement is not executed by **October 31, 2023**.

For projects which are receiving a preliminary offer of HOME Investment Partnerships (HOME) or National Housing Trust Fund (NHTF) financing, the HUD-required environmental review must be completed prior to execution of a program agreement. Your assigned program administrator will request the necessary documentation to proceed.

In addition, any adjustment to the capital budget, operating expense budget, pro forma numbers, and other project parameters as detailed in your October 2022 application must be approved by DHCD before the program agreements may be executed.

We are looking forward to working with you to provide affordable housing. If you have any questions as it pertains to this offer, please feel free to contact your assigned Program Administrator or Chloe Rote, Associate Director of Housing, at 804-840-1909.

Sincerely,

ASNH Staff



Terms & Conditions
Creighton Phase B
 3127 Newbourne St Richmond, VA 23223

The Department of Housing and Community Development's Affordable and Special Needs Housing (ASNH) Program has approved **The Community Builders'** application for funding towards the **Creighton Phase B** project. Please review the following proposed terms and conditions carefully. If you have any questions or requests to change the following details, please contact your assigned Program Administrator.

Amount of Award: **\$1,800,640.00**
 Funding Source: **Housing Innovations in Energy Efficiency (HIEE)**
 Interest Rate: **0% (fixed)**
 Loan Repayment Period: **360 months (Interest Only)**
 Mandatory Compliance: **360 months from permanent closing**
 State Affordability: **n/a months from end of Mandatory period**

This loan will constitute permanent, must-pay hard debt, which is not cash flow dependent and is intended for disbursement at permanent closing or conversion. At the Department's sole discretion, principle and any accrued interest may be forgiven at the end of a successful 30-year mandatory compliance and/or affordability period.

DHCD shall be placed in the 2nd lien position, unless otherwise approved by the agency.

Housing Innovations in Energy Efficiency funds require a minimum of five (5) units which meet the income and rent requirements of the program. Based on underwriting submitted with the application, DHCD staff have determined the following floating units for assistance:

Unit Description	Area Median Income Restriction
72	80%

The Community Builders does ___ / does not X_ intend to utilize Sponsor Loans for these funds. (HOME funds not eligible for this structure).

Sponsor Name: ___The Community Builders, Inc._____

The Community Builders' legal counsel for review of Loan Commitments is the following:

Name: ___Jim Rushford_____

Email: ___jim.rushford@tcbinc.org_____

Program agreements must be executed by **October 31, 2023**, with an estimated closing of permanent debt to take place no later than **October 31, 2025**. Failure to execute a program agreement within 12 months could result in a de-obligation of funds to your project.



Terms & Conditions
Creighton Phase B
3127 Newbourne St Richmond, VA 23223

Please execute and return this document to DHCD via email. Once received, DHCD will be in communication with you regarding next steps. DHCD looks forward to your acceptance and to our continuing relationship.

Sincerely,

ASNH Staff

The undersigned accepts the obligation of funds, and agrees to the programmatic terms & conditions of the foregoing commitment:

The Community Builders

By *Juan Powell*
 DocuSigned by:
 D30F414B0EE849B...
Its Authorized Agent

Date: 5/4/2023





Glenn Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn
Director

March 17, 2023

David Brotman
Development Project Manager
The Community Builders
1003 K Street NW
Washington, VA 23223
Via: david.brotman@tcbinc.org

Proposed Affordable & Special Needs Housing Financing Offer

Dear Mr. David Brotman,

The Department of Housing and Community Development (DHCD) is pleased to make a preliminary offer of funding to support the **The Community Builders' Creighton Phase B** project with **\$700,000.00** in **National Housing Trust Fund** funds.

Please review the attached offer letter carefully. This letter contains the negotiable aspects of the preliminary offer of funding and will be used to create the program agreement which constitutes a formal commitment and reservation of awarded funds. DHCD reserves the right to de-obligate funding if all stipulations for funding are not met, and a program agreement is not executed by **October 31, 2023**.

For projects which are receiving a preliminary offer of HOME Investment Partnerships (HOME) or National Housing Trust Fund (NHTF) financing, the HUD-required environmental review must be completed prior to execution of a program agreement. Your assigned program administrator will request the necessary documentation to proceed.

In addition, any adjustment to the capital budget, operating expense budget, pro forma numbers, and other project parameters as detailed in your October 2022 application must be approved by DHCD before the program agreements may be executed.

We are looking forward to working with you to provide affordable housing. If you have any questions as it pertains to this offer, please feel free to contact your assigned Program Administrator or Chloe Rote, Associate Director of Affordable Housing, at 804-840-1909.

Sincerely,

ASNH Staff



Terms & Conditions**Creighton Phase B**

3127 Newbourne St Richmond, VA 23223

The Department of Housing and Community Development's Affordable and Special Needs Housing (ASNH) Program has approved **The Community Builders'** application for funding towards the **Creighton Phase B** project. Please review the following proposed terms and conditions carefully. If you have any questions or requests to change the following details, please contact your assigned Program Administrator.

Amount of Award: **\$700,000.00**
 Funding Source: **National Housing Trust Fund (NHTF)**
 Interest Rate: **0.50% (fixed)**
 Loan Repayment Period: **360 months (Interest Only)**
 Mandatory Compliance: **360 months from permanent closing**
 State Affordability: **n/a months from end of Mandatory period**

This loan will constitute permanent, must-pay hard debt, which is not cash flow dependent and is intended for disbursement at permanent closing or conversion. At the Department's sole discretion, principle and any accrued interest may be forgiven at the end of a successful 30-year mandatory compliance and/or affordability period.

DHCD shall be placed in the 2nd lien position, unless otherwise approved by the agency.

National Housing Trust Fund funds require a minimum of five (5) units which meet the income and rent requirements of the federal program. Based on underwriting submitted with the application, DHCD staff have determined the following floating units for assistance:

Unit Description	Area Median Income Restriction
5	30%

The Community Builders does ___ / does not X intend to utilize Sponsor Loans for these funds. (HOME funds not eligible for this structure).

Sponsor Name: The Community Builders, Inc.

The Community Builders's legal counsel for review of Loan Commitments is the following:

Name: Jim Rushford

Email: jim.rushford@tcbinc.org

Program agreements must be executed by **October 31, 2023**, with an estimated closing of permanent debt to take place no later than **October 31, 2025**. Failure to execute a program agreement within 12 months could result in a de-obligation of funds to your project.



Terms & Conditions
Creighton Phase B
3127 Newbourne St Richmond, VA 23223

Please execute and return this document to DHCD via email. Once received, DHCD will be in communication with you regarding next steps. DHCD looks forward to your acceptance and to our continuing relationship.

Sincerely,

ASNH Staff

The undersigned accepts the obligation of funds, and agrees to the programmatic terms & conditions of the foregoing commitment:

The Community Builders

By  _____
D30F414B0EE849B...

Its Authorized Agent _____

Date: 5/4/2023





January 9, 2024

Michael Gray
The Community Builders
185 Dartmouth Street
Boston, MA 02116

**Re: Creighton Phase B 4%
Richmond, VA**

Dear Michael:

Thank you for providing us the opportunity to submit a proposal on Creighton Phase B 4% (the "Project"). This letter serves as our mutual understanding of the business terms regarding the acquisition of ownership interests in a TBD LLC (the "Company"). RBC Community Investments, LLC, its successors and assigns ("RBC") will acquire a 99.99% interest, and RBC Community Investments II, Inc. ("RBC Manager") will acquire a .001% interest (collectively, the "Interest") in the Company.

1. **Project.**

- (a) The Project, located in the City of Richmond, County of Henrico, State of Virginia will consist of a building having 72 apartment units for rent to families. Within the Project 72 units will be occupied in compliance with the low-income housing tax credit ("LIHTC") requirements of Section 42 of the Internal Revenue Code. In addition, 18 units will be subject to a Project Based Voucher ("PBV") contract, both with minimum terms of 15 years.

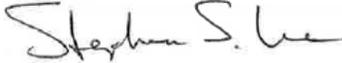
2. **Purchase Price.** The Interest in the Company will be acquired for a total capital contribution of \$8,856,760. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per federal LIHTC tax credit dollar of \$0.91.

3. **LIHTC.** The Project is expected to receive an allocation or commitment for tax-exempt volume cap in the amount of \$10,570,000, which will entitle it to LIHTC in the amount of \$973,368 annually, using a credit factor of 4.00%. The total LIHTC anticipated to be delivered to the Company is \$9,733,680. It is expected that RBC will be allocated a total LIHTC amount of \$9,732,703 (the "Projected LIHTC") during the credit period.

4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions within the developer's pro-forma. Any change in those funding sources or their terms and conditions are subject to RBC's consent.

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

Very truly yours,

By: 
Name: Stephen Lee
Title: Director

Tab U:

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



1003 K STREET, NW, SUITE 700
WASHINGTON, D.C. 20001
P. 202.552.2500
TCBINC.ORG

Creighton Phase B Apartments

**Virginia Housing Free Housing
Education Acknowledgement**

I _____, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here www.virginiahousing.com/renters.

By signing below, I acknowledge that I have read, and understand the terms of all items contained this form.

Resident Name: _____

Resident Signature: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

RIGHT OF FIRST REFUSAL AGREEMENT
(Creighton Phase B Apartments)

RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") dated as of [Closing Date] by and among **CREIGHTON PHASE B LLC**, a Virginia limited liability company (the "Owner" or the "Company"), **RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "Grantee"), and is consented to by **CREIGHTON PHASE B MM 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 a seventy-two (72)-unit apartment project for families located in Richmond, Virginia and commonly known as "Creighton Phase B Apartments" (the "Project"). The real property comprising the Project is legally defined on Exhibit A.

B. The Grantee is a member of the Managing Member of the Owner and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantee certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the "Refusal Right") to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the "Property"), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Partnership that is required by the Virginia Housing Development Authority

("Virginia Housing" or the "Credit Authority") or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the "Refusal Right"), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a "bona fide offer" (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the "Offer Notice") and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the "Election Notice"). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a "bona fide offer" for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (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 "Purchase Price") shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the "minimum purchase price" as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in Richmond, Virginia not later than the timeframes set forth

in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "**AS IS, WHERE IS**" and "**WITH ALL FAULTS AND DEFECTS,**" latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "**Permitted Assignee**") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate: Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an "option to purchase" pursuant to Section 42(i)(7) of the Code as opposed to a "right of first refusal" without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a "right of first refusal to purchase partner interests" and/or "purchase option to purchase partner interests" pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a "right of first refusal to purchase the Project" without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in Article II of the Operating Agreement;

(ii) If to a Consenting Member, at their respective addresses set forth in Schedule A of the Operating Agreement;

(iii) If to the Grantee, 901 Chamberlayne Parkway, Richmond, VA 23220; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members [and Virginia Housing].

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Right of First Refusal Agreement as of the date first stated above.

OWNER:

CREIGHTON PHASE B LLC, a Virginia limited liability company

By: Creighton Phase B MM LLC, a Virginia limited liability company, its managing member

By: The Community Builders, Inc., its Managing Member

By: *J Powell*
Name: Juan Powell
Title: Authorized Agent

District of Columbia
COMMONWEALTH OF VIRGINIA)
District of Columbia)
CITY/COUNTY OF _____)

On March 15th, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Juan Powell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as Authorized Agent of The Community Builders, Inc., the managing member of the Creighton Phase B MM LLC, which is the managing member of **Creighton Phase B 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.

Jenny N. Kim
Notary Public

Commission expires: 1/1/2028

Registration No.: _____



GRANTEE:

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

By: 
Name: Steven Nesmith
Title: CEO

3/14/23

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF Richmond)

On March 14, 2023 before me, the undersigned, a notary public in and for said state, personally appeared Steven Nesmith, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as CEO of Richmond Redevelopment and Housing Authority, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.


Notary Public

Commission expires: April 30, 2025

Registration No.: 326395



The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

MANAGING MEMBER:

CREIGHTON PHASE B MM LLC, a Virginia limited liability company

By: The Community Builders, Inc., a Massachusetts nonprofit corporation

By: *Juan Powell*
Name: Juan Powell
Title: Authorized Agent

District of Columbia
COMMONWEALTH OF VIRGINIA)
District of Columbia)
CITY/COUNTY OF _____)

On March 15th, 2023, before me, the undersigned, a notary public in and for said state, personally appeared Juan Powell, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that [she] executed the same in her capacity as Authorized Agent of The Community Builders, Inc., the managing member of Creighton Phase B MM LLC, and that by her signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Jenny N. KJM
Notary Public

Commission expires: 1/1/2028

Registration No.: _____



EXHIBIT A

LEGAL DESCRIPTION

All that certain piece or parcel of land, and all appurtenances thereto belonging, lying and being in the City of Richmond, Virginia being more particularly described as follows: Beginning at a point, said point having a City of Richmond NAD83 (2011) South Zone coordinate value of N= 3,723,248.08, E= 11,802,731.96; thence S58°07'19"W, a distance of 230.15 feet; thence S60°23'34"W, a distance of 8.56 feet; thence N29°36'26"W, a distance of 135.00 feet; thence N60°23'34"E, a distance of 47.53 feet; thence N29°36'26"W, a distance of 143.50 feet; thence N60°23'34"E, a distance of 110.50 feet; thence S29°36'26"E, a distance of 44.00 feet; thence N60°23'34"E, a distance of 80.50 feet; thence S29°36'26"E, a distance of 225.38 feet, returning to the Point of Beginning.

Described Parcel contains 1.261 acres, more or less.

Tab W:

Internet Safety Plan and Resident Information Form (if
internet amenities selected)

Creighton Phase B Internet Service Overview

1. Providing free in-unit Wi-Fi to all residents

- a. Wi-Fi will be provided to all residents at no cost by partnering with Comcast and connecting residents with their Internet Essentials and Affordable Connectivity Program (ACP). The Internet Essentials program costs \$29.95/month per household and provides 100 mbps speeds. ACP provides up to \$30/month for each household to cover the cost of internet, thus making the service free to the residents.
- b. Please see attached for a full list of ways households can qualify for ACP. Households may qualify by way of their household income or by their participation in any of the listed federal assistance programs. Due to the rent and income restrictions of our project, all of our residents will qualify under at least one of these criteria.
- c. The resident will contract with Comcast Xfinity directly for both of these programs.
- d. The property's on-site Community Life Services Coordinator will assist residents in signing up for both of these programs through both one-on-one sessions and group sign-ups.
- e. Attached you will find:
 - i. Draft letter to residents
 - ii. Draft resident acknowledgement form
 - iii. Internet security plan
 - iv. Internet education information
 - v. Draft services agreement with Comcast

2. Providing free Wi-F in the community room

- a. Wi-Fi will be provided for free in the community room and will be restricted to residents. Restriction will be achieved by implementing a rotating password that is only provided to current residents.

DRAFT LETTER – Wi-Fi Service Introduction

DATE

Name

Address

City, State, Zip

RE: Wi-Fi Service Introduction

Welcome (Insert Resident Name)!

We are thrilled that you have chosen to join our community. Your new home and community are special for many reasons. One of those reasons is that your new home comes with free Wi-Fi. The Wi-Fi is secure, it's easy to use, and it'll always be available to you in your home.

We will provide training to all community residents and highly encourage you to attend these training sessions. The sessions will occur every quarter in our onsite offices and will provide you with guidance on how to secure, access and use your free Wi-Fi. We hope that you will be able to join one of these sessions, but if your schedule doesn't permit we will coordinate a time that works for you individually. These will be offered in coordination with Comcast, the internet provider. As technology continues to move forward, we will also invite Comcast to come onsite and share updates (added security, new features, troubleshooting, etc.)

We feel that this is a great feature of our property and we ask that you review the attached documents. Once you have read the documents, please sign the acknowledgement form and return it to the office so that the property manager can make a copy of this for our records.

Again, we are happy to have you as a resident and we hope you are thrilled to have free broadband Wi-Fi that is safe, secure, and in your new home at no cost to you.

Sincerely,

The Community Builders

Internet Security Plan
Creighton Phase B Apartments

Introduction:

Comcast will provide internet service to your apartment home and the community room.

The process for this is as follows:

1. When move-in occurs, each resident will be given the opportunity to sign up for the service. This is a free service to residents through the Internet Essentials and Affordable Connectivity Program. The service is provided by Comcast.
2. The resident will sign the acknowledgement of the service for two areas:
 - a. Their individual apartment home
 - b. The community room of the building

The acknowledgement will be kept in their file with property management.

3. A lease amendment detailing additional requirements may be provided.
4. To access this service, you must agree to any in home installation of the service by Comcast, Property Management or others involved in installing the service.
5. The resident will then be provided dates for training and education on the services provided. The dates are to be quarterly and in certain instances be done on a one-on-one basis, as outlined in the welcome letter included upon acceptance.

Community Room Internet Security:

Community Room. Residents are to consult with the property management office for the current internet access code for the community room. Access codes will be updated periodically, and codes will only be provided to residents, whose names appear on the lease. The network router will be in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches. Any breach of security with the internet will result in a new code being issued. The resident agrees to follow appropriate internet usages.

Draft Internet Acknowledgement Form – Creighton Phase B Apartments

Date: 00/00/0000

Resident Name _____

Apartment #: _____

Lease Start Date: _____

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.

(Resident name as appears on lease), has accepted the offer of free internet access in their home as outlined above. And, agrees to abide by all rules and conditions outlined by both Comcast and The Community Builders in both the lease and registration with Comcast as it pertains to use of this service in their home and in the community room.

Accepted: _____
(Resident Signature)

Date: _____

Witnessed: _____
(Property Management Signature)



Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, www.dinopass.com

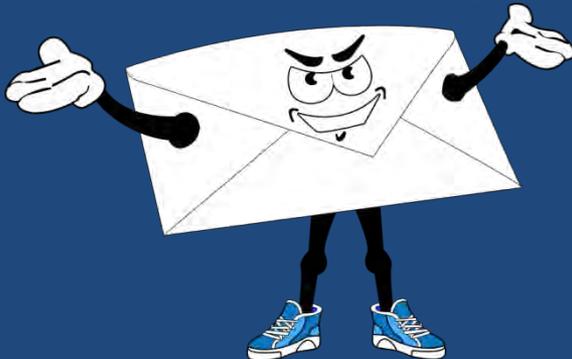
Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



Malware



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

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

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

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



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

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

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

Adware

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

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/13/technology/personaltech>



Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as www.kidzworld.com. Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - www.stopbullying.gov
If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

REMEMBER: You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:
Office of the Attorney
General

202 North Ninth Street
Richmond, Virginia 23219

(804) 786-2071

www.ag.virginia.gov



You're WiFi ready. Get online before you unpack your first box.

Welcome to your new home. To help you get settled, we've already installed an xFi Gateway to make connecting to Xfinity Internet easy! No scheduling technicians. No waiting for appointments. You can get online in minutes and begin enjoying enhanced speed and coverage right away.

Here's how to activate your Xfinity Internet:

- 1) Sign up for Xfinity services at xfinity.com/wifiready, by calling **1-844-284-0039**, or visit your nearest Xfinity Store.
- 2) Look for the sticker on your xFi Gateway with the WiFi network name and password. Use this information to connect your device to the WiFi.
- 3) Open a web browser and follow the instructions to configure your Xfinity Internet.
- 4) You're online!

Looking for more awesome? Visit xfinity.com/wifiready, call us at **1-844-284-0039** or find your nearest Xfinity Store at xfinitystores.com.

Welcome to Xfinity. And welcome home.

xfinity

Restrictions apply. Not available in all areas. Limited to Xfinity Internet. Actual speeds vary and are not guaranteed. Xfinity xFi is available to Xfinity Internet customers with a compatible Xfinity Gateway. Limited to home WiFi network. Does not apply to Xfinity WiFi hotspots. Monthly charges apply to Internet service and leased Gateway.

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Creighton Phase B, LLC	Property Address 1:	3127 Newbourne Street
Property Name:	Creighton Phase B	Address 2:	
Number of Units:	72	City, State, Zip:	Richmond, VA 23223

Agreement Term

This Agreement begins on 6/21/2023 ("Effective Date") and shall remain in effect for a term of 10 years from the date Company receives the first certificate of occupancy for a unit on the Property from Customer (the "Initial Term"). This Agreement shall automatically renew for successive periods of 2 Years (each, a "Renewal Term"), unless either party provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Wiring

Company has exclusive use of the home run wiring and non-exclusive use of the home wiring.

WiFi Ready

Company shall install WiFi Equipment to enable its WiFi services. Company shall have the Exclusive use of the Media Panels.

Compensation

The Per Unit Compensation is \$100.00 for a total of \$7,200.00.

Marketing

Customer's Marketing Support shall be as follows:

Service	Type of Marketing
TV	Exclusive Marketing
Internet	Exclusive Marketing
Voice	Exclusive Marketing

Courtesy Services

Common Area Courtesy TV Service

Courtesy TV Service	# of Outlets	Location	Courtesy TV Equipment	Upgradable
Popular TV	1	Residential Common Area	HD Digital Adapter	No

Easement

Customer grants to Company a non-exclusive easement. The parties agree to execute the attached Grant of Easement.

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." The parties, intending to be legally bound agree to be bound by the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Creighton Phase B, LLC

Company:

By: _____

By: _____

Name:

Name: Jackie MayBeck

Title:

Title: RVP Beltway Region Sales and Marketing

ADDRESSES FOR LEGAL NOTICES

To Customer:

Creighton Phase B, LLC
185 Dartmouth Street, Suite 900
Boston, MA 02116

To Company:

Comcast Cable Communications Management, LLC
Attention: RVP, Sales and Marketing.
1215 East Fort Ave, Suite 103,
Baltimore, MD 21230

With a copy to:

Comcast Cable Communications Management, LLC
1701 JFK Blvd
Philadelphia, PA 19103
Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. Wiring.

(a) Definitions.

- i. **“Demarcation Points”** means the point or points at which the Distribution System connects to the Home Run Wiring.
- ii. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to the Demarcation Points on the Property, and may include, but not be limited to, distribution cables, amplifiers, pedestals, lock boxes, passive and electronic devices and other equipment. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- iii. **“Exclusive Wiring”** means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.
- iv. **“Home Wiring”** means the wiring within each unit from the first splitter or multimedia panel (as applicable) to wall plates.
- v. **“Home Run Wiring”** means the wiring from the Demarcation Points to the first splitter or multimedia panel (as applicable) within each unit.
- vi. **“Inside Wiring”** consists of Home Run Wiring and Home Wiring.
- vii. **“Non-Exclusive Wiring”** means those portions of the Inside Wiring that are not Exclusive Wiring.
- viii. **“System”** consists of the Distribution System and Inside Wiring.

(b) Scope of Work. If either Party is installing, upgrading or re-wiring any portion of the System, a Scope of Work will be attached setting forth the responsibility of the parties regarding such work. The Parties agree to comply with the Scope of Work.

(c) Company Obligations. Any work performed by Company on the Property shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.

(d) Ownership of Wiring. The Distribution System is and will remain the personal property of Company. The Home Run Wiring is and will remain the personal property of Customer. The Home Wiring is and will remain the personal property of Customer or, where units and in-unit wiring are individual owned, the unit owner (“Resident Owned Wiring”).

(e) Use and Maintenance of Wiring. Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operate and use the Non-Exclusive Wiring. The Customer shall not, and shall not permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. At its expense, Company shall maintain, repair and replace the Exclusive Wiring as necessary to provide the Services. At its expense, Customer shall maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to

maintain the Non-Exclusive Wiring in accordance with Company's technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer's on-site personnel) and request the repairs. If the repairs are not made within 20 days after receipt of such notice, Company may (i) suspend delivery of the Services to the affected units until repairs are made by Customer or (ii) repair the Non-Exclusive Wiring and charge Customer the actual and reasonable costs expended by Company. Notwithstanding anything to the contrary contained in this section, if Customer cannot grant rights to Resident Owned Wiring, then the rights to operate, use and repair any Resident Owned Wiring will be governed by separate contracts between Company and the unit resident.

(f) **Electrical Power.** Customer shall provide electrical power, at Customer's expense, for the Distribution System or Inside Wiring as requested by Company in locations reasonably designated by Company. Company shall have the right (but not the obligation) to install optical network units (each, an "ONU"), modems or other required equipment in units where applicable and deemed necessary by Company. Such equipment shall remain owned by Company, unless otherwise agreed in writing with Customer or a resident. In addition, if requested by Company, Customer shall, at Customer's cost, provide one or more environmentally controlled spaces in mutually agreed upon locations on the Property for distribution facilities.

2. **Delivery of Service.** Customer grants to Company the non-exclusive right to deliver its Services to the Property.

3. **Customer Obligations.**

(a) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.

(b) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property.

(c) Customer shall supply unit numbers to Company at reasonable intervals upon Company request.

4. **Fees and Charges for Services.** For Services provided to residents on a retail basis, the terms, conditions, charges and fees for those Services shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. For Services provided to Customer on a bulk basis (if any), additional terms, conditions, charges and fees for the bulk Services shall be contained in the Service Order and Attachments made a part of this Agreement.

5. **Access.**

(a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours (as defined below) for the purpose of installing, disconnecting and auditing Service and exercising Company's right and obligations under this Agreement. Customer shall use reasonable efforts to grant Company access to parts of the Property it does not have direct control over for the same purposes. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at

the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident.

(b) Company, at its expense, agrees to repair any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to commence repairs to the Property within 45 days of notice, then Customer may undertake the repairs itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

6. **Indemnification.** Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the “Indemnified Parties”) from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys’ fees and costs) (collectively, “Damages”) incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) the Indemnifying Party’s noncompliance with applicable laws (iii) the breach or inaccuracy of any representation or warranty made hereunder by the Indemnifying Party or (iv) any injury (including death), damage or loss to persons or property caused by the Indemnifying Party. The Indemnified Parties agree to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim at Indemnifying Party’s cost.

7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

8. **Termination.**

(a) **Default.** In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have 60 days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 60 day period, the non-defaulting Party may terminate this Agreement upon 30 days’ written notice without further liability of either party.

(b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

9. **Removal of Distribution System.**

(a) Upon expiration or termination of this Agreement, Company shall have 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal.

Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.

(b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

10. **Dispute Resolution.** All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband communications systems and services. Each Party shall appoint an arbitrator and the 2 arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Property is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction.
11. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.
12. **Marketing Support.** Customer grants Company the right to access the Property to market and sell its Services to residents of the Property. Customer shall (i) present Company's Marketing Materials to new and prospective residents during the initial presentation of rental or for-sale units and at lease signings or closings (ii) make the Marketing Materials available in the sales office or other administrative area to existing residents and (iii) at times and locations mutually agreed to by the parties, allow Company to hold marketing and sales events at the Property (collectively, "Marketing Support"). At Company's discretion, "Marketing Materials" may include, brochures, channel lineups, service descriptions, and information regarding prices and special offers. Marketing will be either exclusive or non-exclusive, as indicated in the Service Order. Marketing materials shall be provided by Company and delivered to the Property at Company's sole cost. For Services marketed on an exclusive basis, Customer agrees not to market or allow a third party to market on the Property any services similar to the exclusively marketed Services. For Services marketed on a non-exclusive basis, Customer will market such Services on a materially comparable basis with any third party services (e.g., no favorable treatment in terms of on-site events or location of marketing materials) and Customer will not treat any competing services on a more favorable basis or take actions to position competing service as "preferred" service over Company's Services.
13. **Website Link.** Company shall have the right in its sole discretion to approve any trademark/logo of Company used by Customer on Customer's website, its placement within its website, and the use of any statements or claims in connection with such trademark/logo or Company's products and services on its website. All uses of Company's

trademark/logo made by Customer shall inure to the benefit of Company. Customer shall not copy or capture any portion of Company's website or any of its content within frames on Customer's website, or otherwise present or display Company's website content or represent Company's website as Customer's in any manner. Customer shall ensure that the link from its website to Company's website connects the visitor to Company's website unencumbered in any manner.

14. **Interference.** If any device or facility on the Property does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the non-compliant unit or, at Company's reasonable discretion, to the Property until such non-conformance is cured by Company, Customer or resident, as the case may be. Company shall take reasonable measures to not discontinue Services to any portion of the Property that is in compliance with applicable technical specifications.
15. **Changes to Wiring Rights.** In the event applicable law requires (i) Company to permit Customer or a third party to use all or a portion of the Distribution System or (ii) Customer to permit a third party to use all or a portion of the Exclusive Wiring, then such portions of the Distribution System and/or Exclusive Wiring shall be automatically deemed Non-Exclusive Wiring.
16. **Assignability; Binding Effect.** Either Party may assign the Agreement provided that the assignee agrees in writing to be bound by all the terms and conditions hereof. In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall assign this agreement and cause the new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns. Following any assignment, the assigning party shall give prompt notice thereof to the other party and shall not be liable for obligations under this Agreement that accrue on or after the date of the assignment.
17. **Representations and Warranties.** Each Party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. In the event this Agreement is terminated for a breach of these representations and warranties, Customer shall reimburse Company for the time and materials of all work performed at the Property, up to the termination date. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT THE SERVICES WILL PROVIDE UNINTERRUPTED USE, OPERATE WITHOUT DELAY OR ERROR, OR BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.
18. **Miscellaneous Provisions**

- (a) Subcontractors. Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) Insurance. Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.
- (c) Force Majeure. Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a Party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation.
- (d) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other Party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Except as otherwise required by applicable law, each Party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business.

SCOPE OF WORK

1. Installation or Upgrade of the System. The following tables set forth the responsibilities of the parties with respect to installation of, or upgrade to, the components making up the System. Each party agrees that work performed by it shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, and applicable law. Each Party is responsible for obtaining necessary permits for the work it performs hereunder. The Parties agree to reasonably cooperate regarding their construction and installation schedules. Customer agrees to comply with Company specifications regarding Customer's installation (if any) of any portions of the System. In the event Company determines that any wiring installed by Customer has not been installed in accordance with Company's specifications, Company shall not be required to continue its installation work or provide the Services until Customer's wiring is installed in accordance with its specifications.

DISTRIBUTION SYSTEM				
	Company		Customer	
	Pays for/ Provides	Installs/ Performs	Pays for	Installs/ Performs
Trenching	x	x		
Conduit (Pull Strings)	x	x		
Pull Boxes	x	x		
Cabling	x	x		
Termination/Testing	x	x		
Electronics	x	x		
Cross Connects (all)	x	x		

INSIDE WIRING				
	Company		Customer	
	Pays for/ Provides	Installs/ Performs	Pays for	Installs/ Performs
Conduit/Microducts (Pull Strings)			x	x
Home run wiring			x	x
Home wiring			x	x
In-Unit Media Panels	x			x
Outlets & Wallplates			x	x
Structured Wiring Blocks/Modules			x	x

2. Underground Facilities; Trenches. Prior to Company's installation work, Customer shall provide to Company any plans it has locating underground facilities existing on the Property. Customer shall give Company at least 20 days' notice of the opening of utility trenches on the Property so that Company may, at its option, install its Distribution System in the common utility trenches.

3. Media Panel Specifications. Customer agrees to meet the following specifications with respect to the In-Unit Media Panel.
- a. The Media Panel will be plastic.
 - b. The Media Panel will be reasonably accessible and not obstructed.
 - c. If the Media Panel does not meet the depth requirements below, it will be compatible with a frame extender that provides added depth and will be installed in a location with sufficient space for a frame extender to be added.
 - d. The interior Media Panel dimensions will not be smaller than:

Dimensions if Comcast is sole provider occupying panel			Dimensions if multiple providers are occupying panel		
Height	Width	Depth	Height	Width	Depth
30"	14"	5"	42"	14"	5"

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated 6/21/2023, is made by and between Comcast Cable Communications Management, LLC, with an address of Attention: RVP, Sales and Marketing, 1215 East Fort Ave, Suite 103, Baltimore, MD 21230, its successors and assigns, hereinafter referred to as "Grantee" and Creighton Phase B, LLC, with an address of 185 Dartmouth Street, Suite 900, Boston, MA 02116, its successors and assigns, hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to an Xfinity Communities Service Agreement dated 6/21/2023 (the "Agreement"), pursuant to which the Grantee provides certain services described in the Agreement to the Property described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the property described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Distribution System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located at 3127 Newbourne Street, Richmond in Henrico County, VA, described as follows:

Parcel ID:

Instrument #:

Book:

Page:

Site Address:

LEGAL DESCRIPTION:

(See Attached)

The Grantor(s) agree(s) for itself and its heirs and assigns that the Distribution System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution System and shall have free access to said Distribution System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on the Property, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Property.

[signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Creighton Phase B, LLC

Name: _____

By: _____
Name:
Title:

GRANTEE

WITNESS/ATTEST:

Comcast Cable Communications Management, LLC

Name: _____

By: _____
Name: Jackie MayBeck
Title: RVP Beltway Region Sales and Marketing

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, the _____ of Creighton Phase B, LLC, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Notary Public
(Print Name)

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Jackie MayBeck, the RVP Beltway Region Sales and Marketing of Comcast Cable Communications Management, LLC, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Notary Public
(Print Name)

My Commission expires: _____

LEGAL DESCRIPTION

Compensation Attachment

1. Company agrees to pay Customer the Per Unit Compensation for the Number of Units listed on the Service Order.
2. If the units are not fully constructed as of the Effective Date, Customer agrees to provide Company with copies of certificates of occupancy, or temporary certificates of occupancy if they permit Customer to begin selling/leasing units, for all units (collectively, "COs") promptly upon receipt by Customer. Customer agrees to promptly provide to Company a completed and accurate W-9 or such other form containing similar information Company reasonably requests (collectively, "W-9"). Customer shall promptly provide Company an updated W-9 if the information contained therein changes. Company will not owe Customer the Per Unit Compensation during any time when Customer has failed to provide to Company an accurate W-9.
3. Unless otherwise set forth in the Service Order, the Per Unit Compensation shall be payable by Company 90 days from the latter of (i) execution of the Service Order, (ii) receipt by Company of a completed W-9 or such other form containing similar information that Customer provides to Company (iii) where applicable, receipt by Company of the first CO. Customer hereby acknowledges that Company has no obligation to pay the Per Unit Compensation unless and until Customer provides the W-9 and, where applicable, the COs. Once paid, Company has no obligation to pay any portion of the Per Unit Compensation to any third party, even if Customer transfers, sells or otherwise conveys the Property to a third party.
4. The Indemnification section of the Agreement is hereby modified to include an additional indemnification obligation of Customer as follows: (v) the alleged right of any third party to the Per Unit Compensation.
5. In addition to any and all other remedies available to Company at law or in equity, in the event the Agreement is terminated for the uncured default of Customer, (i) this Compensation Attachment shall terminate immediately, (ii) Customer's right to receive the Per Unit Compensation shall terminate immediately and (iii) Customer shall refund to Company a portion of the Per Unit Compensation paid by Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid prior to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Attachment.

WiFi Ready Attachment

1. Customer grants Company the right to install the necessary equipment and electronics (the "WiFi Equipment") in every unit on the Property to allow residents to connect to Company's wireless Internet services (the "WiFi Services") promptly following such residents ordering Internet Service from Company, without the need of additional in-unit equipment or electronics from Company. Customer will not tamper with, and will not permit tampering with, the WiFi Equipment, including its connection with electrical power. The WiFi Equipment is and will remain the personal property of Company and the WiFi Services will be part of the Services. The WiFi Equipment includes the equipment and facilities necessary for Company to deliver the WiFi Services but does not include the customer devices, such as laptops, tablets, mobile phones, necessary for the resident to receive the WiFi Services.
2. The WiFi Equipment will be installed in media panels ("Media Panels") in each unit.
 - (a). If the WiFi Equipment will be installed in Media Panels, the Media Panels will meet or exceed the specifications set forth in (a) through (d) below. Customer: (i) hereby grants Company the right to install the WiFi Equipment in each Media Panel, (ii) shall ensure Company has at least 50% contiguous space in each Media Panel, and (iii) at Customer's cost, provide Company with electricity and two AC outlets in each Media Panel.

MEDIA PANEL SPECIFICATIONS

- a. If Company is the sole provider installing WiFi Equipment in each unit media panel, minimum panel dimensions of 30" (H) x 14" (W) x 5" (D) are required.
 - b. If Company is not the sole provider installing WiFi Equipment in each unit media panel, minimum panel dimensions of 42" (H) x 14" (W) x 5" (D) are required.
 - c. Media Panel needs to be plastic.
 - d. Media Panel should be accessible and not obstructed.
- (b). If the WiFi Equipment will not be installed in Media Panels, Customer shall grant Company the right to install a modem mounting bracket in every unit on the Property to allow residents to connect to Company's Services. Company and Customer shall mutually agree on the placement of the mounting bracket.
3. Upon Company's request, Customer shall provide Company with all necessary Property specific information, including but not limited to, a Property site map, detailed network/infrastructure wiring diagrams, number and makeup of all buildings at the Property and number of Ethernet ports in each unit. The parties shall agree upon a location to install and/or deploy the WiFi Equipment. Customer, at Customer's cost, shall provide Company with the necessary space, electrical power, and AC outlets to install and/or deploy the WiFi Equipment and connect such equipment to the Distribution System in each unit.
 4. In addition to any other marketing rights granted to Company in the Agreement, including any Attachments thereto, Customer agrees to market the WiFi Services to residents by (a) providing information about the WiFi Services to prospective residents and to new residents at the time of lease

signing, (b) providing information about enabling the WiFi Services to residents prior to their move in date, (c) ensuring each unit has information about the WiFi Services readily available to new residents at unit turn over, (d) making the WiFi Marketing (defined below) materials available in the leasing office or other administrative area to existing residents, and (e) including information about the availability of the WiFi Service on Customer's website (if any) (collectively, the "WiFi Marketing"). Company shall provide Customer with the WiFi Marketing materials.

5. After a resident vacates a unit and before the unit is occupied by another resident, Customer is responsible for ensuring that the WiFi Equipment is in the unit (in the Media Panel, if applicable), plugged into electrical power, and connected to the Distribution System. Customer must promptly notify Company if any WiFi Equipment is missing, stolen, or damaged. From time to time, upon request from Company, Customer shall confirm to Company, within 10 business days, that the WiFi Equipment is in each unit, plugged in, and connected to the Distribution System.

Common Area Courtesy TV Service Attachment

Company shall provide to Customer, at no charge, the Common Area TV Courtesy Service and Courtesy TV Equipment listed on the Service Order (or an equivalent tier if Company discontinues the current tier) for use by Customer in residential common areas of the Property. Company may place a sticker or similar signage on or near the televisions that receive the Common Area TV Courtesy Services indicating the services are provided by Company. Customer acknowledges and agrees that it is prohibited by federal copyright law, and Company's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Property. Customer hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Property, nor permit any other person to do so. In the event Customer engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, Company may terminate the Common Area TV Courtesy Services. Customer shall return any Courtesy TV Equipment provided by Company within 10 days of the termination of the Common Area TV Courtesy Services. Customer shall notify Company of, and reimburse Company for Company's costs to replace, any Courtesy TV Equipment that is lost, stolen, missing or damaged within 30 days of receipt of an invoice from Company.

Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Creighton Phase B Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act

This Marketing Plan for Units Which Conform to Section 504 of the Rehabilitation Act (the “Marketing Plan”) has been designed to convey to current and potential residents with disabilities that Creighton Phase B will be a new rental housing experience, with a commitment to excellent management and resident service, as well as an expectation of resident responsibility. Therefore, the majority of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and effective management and maintenance of the property.

The Management Agent will be responsible for the management of Creighton Phase B Apartments. S.L. NUSBAUM REALTY CO., the Management Agent, will be responsible for all the traditional management functions, including rent collection, maintenance, record keeping, reports, development of budgets, and monitoring resident income qualifications. Additionally, The Community Builders, Inc. will be responsible for the development and management of community and resident services program.

I. Affirmative Marketing

S.L. NUSBAUM REALTY CO. is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the Nation and will actively promote fair housing in the development and marketing of this project. S.L. NUSBAUM REALTY CO., its Officers, Directors and employees will not discriminate on the basis of race, creed, color, sex, religion, familial status, elderliness, disability or sexual orientation in its programs or housing. They will also comply with all provisions of the Fair Housing Act (42 U.S.C. 3600, et. Seq.).

Any employee who has discriminated in the acceptance of a resident will be subject to immediate dismissal. All persons who contact the office will be treated impartially and equally with the only qualification necessary for application acceptance being income and credit, and conformity with the requirements of the Section 8 Program and Tax Credit programs. All interested parties will be provided a copy of the apartment brochure/flyer. Any resident who has questions not answered by the housing staff will be referred to the Associate Director or the Executive Director of S.L. NUSBAUM REALTY CO.

II. Marketing and Outreach

Locating people with disabilities to occupy the units which conform to the requirements of Section 504 of the Rehabilitation Act will be accomplished as follows:

1. Networking

S.L. NUSBAUM REALTY CO. will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. The contacts will include the following organizations:

- Area Center for Independent Living (804-353-6503)
- Virginia Board for People with Disabilities (804-7860016)
- Virginia Department for Aging and Rehabilitative Services (804-662-7000)

Centers for Independent Living

- Resources for Independent Living (804-353-6503)
- Virginia Association of Independent Living Centers (804-353-3503)
- Horizon Behavior Health (804-323-3262)

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by and applicable federal subsidy program.
- A “first preference” will be given for person in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth.
- Will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS) or Virginia Department of Behavioral Health and Developmental Services (DBHDS) or any other agency approved by the Authority.
- Will Retain Tenant verification letter, Acknowledgment and Settlement Agreement Target Population Status
- Target Population units will be confirmed by VHDA.

2. Internet Search

Creighton Phase B Apartments will also be listed on the following websites:

www.virginiahousingsearch.com
www.hud.gov
www.craigslist.org
accessva.org
dbhds.virginia.gov

3. Print Media

Print media sources will also be identified in the Lynchburg area that cater to people with disabilities as well as the public at large. These sources may include, but are not limited to, rental magazines such as the *Apartment Shoppers Guide*, *Apartments For Rent*, local newspapers, etc. All advertising materials related to the project will contain the Equal Housing Opportunity logo, slogan or statement, in compliance with the Fair Housing Act, as well as the fact that units for people with disabilities are available.

4. Resident Referrals

An effective Resident Referral program will be set up, in which current residents are rewarded for referring friends, coworkers, and others who may have disabilities to the property. These referrals are generally the best form of advertising as it attracts friends who will want to reside together, thus binding the community. ***Residents will be offered incentives, to be determined, for referring qualified applicants who rent at the property.*** Flyers will be distributed to residents along with the resident newsletter announcing the tenant referral program.

5. Marketing Materials

Additional marketing materials are needed in order to further support the specific marketing effort to people with disabilities. All printed marketing materials will include the EHO logo. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures or news media coverage** –A simple, two color brochure may be produced at low cost which will effectively sell the apartments and community. A brochure will include a listing of features and amenities. News media may include the local newspaper and/or the local television station coverage.
- **Flyers** - As mentioned earlier, a flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics as well as a small amount of copy and should be designed to generate traffic.
- **Resident Referral** - The least expensive form of advertising is through Resident Referrals. A flyer should be created and distributed to all residents. (\$50 - \$100 per referral, paid upon move in). In addition to being distributed to all residents, the referral flyer should be left in the Management office and should be included in the move in packet. (People are most inclined to refer their friends in the first few weeks of their tenancy.) The flyers will be changed to reflect the season or any type of special referral program.

III. Public and Community Relations

Equal Housing Opportunity promotions - all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office. S.L. NUSBAUM REALTY CO. encourages and supports an affirmative marketing program in which there are no barriers to obtaining housing because of race, color, religion, national origin, sex, elderliness, marital status, personal appearance, sexual orientation, familial status, physical or mental disability, political affiliation, source of income, or place of residence or business.

Additionally, a public relations program will be instituted to create a strong relationship between management and local disability organizations, neighborhood civic organizations, city officials, and other sources of potential qualified residents still to be identified.

IV. Tenant Selection and Orientation

The first contact with the management operations is an important one in attracting qualified residents; therefore, the management/leasing offices should convey a sense of professionalism, efficiency, and cleanliness. The management/leasing office is designed to provide a professional leasing atmosphere, with space set aside specifically for applicant interviews and application assistance. The leasing interviews will be used to emphasize the respect afforded to the applicant and the responsibilities which the applicant will be expected to assume.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 4:30 P.M. Applicants will be processed at the Management Office Tuesday, Wednesday and Thursday, in accordance with approved criteria. Move-in process and orientation to property - applicants meet with designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

Management staff will perform housekeeping/home visits, check previous landlord and personal references, perform criminal/sex offender and credit background checks and verify income for each application taken. Tenant Selection will include minimum income limits assigned by the Owner/HUD. New residents will be given an orientation to the property including a review of the rules and regulations, information on the area, proper use of appliances, move-out procedures, maintenance procedures, rent payment procedures, energy conservation, grievance procedures and a review of the Lease documents.

Tenant Selection Criteria

Tenant Selection will include maximum income limits under the Low-Income Tax Credit and Section 8 programs. Selection criteria will also include student status guidelines pursuant to the Low-Income Housing Tax Credit program.

Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

Application Processing

Application processing will be done at the Management Office by the housing staff who are well versed in Fair Credit Law. As stated before, the processing will include a review of housekeeping/home visit, prior landlord references, personal references, criminal/sex offender and credit reporting and income verification. The housing staff will make further review for inaccuracies in the application. The annual income and family composition are the key factors for determining eligibility. However, the Housing Committee will also use the following criteria in selecting applicants for occupancy:

- Applicants must be individuals, not agencies or groups.
- Applicants must meet the current eligibility income limits for tax credits and any other program requirements.
- We will process the Rental Applications through a credit bureau to determine the credit worthiness of each applicant. If the score is below the threshold, and it has been determined that applicant has no bad credit *and* no negative rental history *and* no criminal history then the application can be conditionally approved after contacting the prior landlord. In these cases, the application must be reviewed by the Associate Director/ housing committee before final approval.

Note- If the applicant's denial is based upon a credit report, the applicant will be advised of the source of the credit report in accordance with the Federal Fair Reporting Act. Guidelines published by the Federal Trade Commission suggest that apartment managers fall under the provisions of the Act and are obligated to advise the person refused an apartment for credit reasons, the name and address of the credit reporting firm in writing. The credit report will not be shown to the applicant, nor will specific information be revealed.

- We will process the Rental Application through a credit bureau to determine any possible criminal conduct. Convictions will be considered, regardless of whether "adjudication" was withheld. A criminal background check will be used as part of the qualifying criteria. An applicant will automatically be denied if;
 - There is a conviction for the manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute a controlled substance within the past five years.
 - There is evidence in the criminal history that reveals that the applicant has developed a pattern of criminal behavior, and such behavior presents a real or potential threat to residents and/or property.
 - The application will be suspended if an applicant or member of the applicant's family has been arrested for a crime but has not yet been tried. The application will be reconsidered, within the above guidelines, after such legal proceedings have been concluded at applicants' request.
- Applicants must provide complete and accurate verification of all income of all family members. The household's annual income may not exceed the applicable limit and the household must meet the subsidy or assisted Income Limits as established for the area in which Creighton Phase B 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 50-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 50-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 50-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

The Community Builders, Inc.

Diversity, Equity and Inclusion

TCB's mission-driven development approach requires that our all aspects of our organization contribute measurable benefits to the communities we exist to serve. It is especially important that these investments provide economic opportunities to qualified but historically disadvantaged individuals within those communities. In pursuit of its mission, TCB strives to ensure that we demonstrate leadership by:

- Maintaining a Board of Directors with 57% minority and 43% female participation.
- Placing an emphasis on hiring MBE and WBE firms throughout the development process.
- Using business enterprises owned by residents, minorities, women, or other disadvantaged individuals, as well as ensuring that construction workers reflect the diversity of the communities, we work in.
- Hiring MBE vendors to carry out building operations during the long-term operations of the property by the TCB property management team.

Together we refer to these objectives as "Opportunity Contracting and Hiring" (OCH). TCB has instituted a set of organization wide OCH policies and procedures. Our goal is to increase the opportunity for local communities to directly benefit from TCB on all types of expenditures through the utilization of business enterprises that are owned by or that directly employ residents, minorities, women, or other disadvantaged persons.

TCB's OCH efforts are overseen by our larger Diversity, Equity and Inclusion Committee. This committee consists of members of the TCB leadership team and staff representation from operational departments, including development, property management, accounting and legal. The committee meets quarterly. Furthermore, upper management requires that, at least quarterly, development staff report OCH numbers in TCB's "DataLink" database. This creates an accountability structure for all levels of TCB to meet the OCH goals that have been set at the Corporate level.

Board and Staff Diversity Although TCB is not an MBE or WBE, its corporate commitment to diversity is clearly described in its Affirmative Action policy. In addition to the diversity of our Board of Directors, our commitment to DEI is also reflected in our staff, over half of whom are women and 62% of whom are people of color. TCB is proud of the diversity of its staff and maintains a commitment to affirmative action and economic opportunity in its employment and business practices.

OCH in the Predevelopment Phase From project conception, TCB is thinking about how to create a diverse team of professionals to design and implement our real estate projects. When we send out request for proposals, of the inclusion of MBE/WBE team members is a key factor in our decisions. As part of our process, firms are required to fill out a questionnaire about the diversity of their teams, and DEI efforts they are taking to increase the number of women and people of color on their teams. This allows us to look at added layers of nuance. Over time, it will allow us to learn if and how DEI efforts at majority firms are progressing towards meeting their own DEI goals.

OCH During Construction TCB incorporates substantial MBE, WBE, goals into each of our projects. Our overall corporate goal is to allocate 30% of construction costs to MBE firms and 10% to WBE firms. General contractors hired by TCB are required to meet or exceed these goals, thereby allocating a significant percentage of the dollar value of the construction contract to certified MBE and WBE vendors. TCB is also committed to meeting or exceeding all required Disabled Veteran Business Enterprise (DVBE) requirements, if any. In an effort to increase the opportunity for direct employment for local residents, minorities, women, or other disadvantaged individuals, The TCB team also strives to achieve hiring goals with our projects. Our overall corporate hiring goals are 25% local residents, 25% minority, 10% women and 30% Section 3 residents.

OCH During Property Operations TCB has been recognized by MassHousing as a top performing company in a unique program that fosters business opportunities for minority- and women-owned business enterprises in apartment communities financed by MassHousing. Through the initiative, MassHousing works collaboratively with private-sector property management companies, encouraging them to seek bids from MBEs and WBEs on contracts for work in numerous areas that are critical to the functioning of an apartment community.

SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name ____ Creighton Phase B LLC _____

Name of SWaM Service Provider ____ Studio TSM _____

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

INSTRUCTIONS:

Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
 - ___ consulting services to complete the LIHTC application;
 - ___ ongoing development services through the placed in service date;
 - ___ general contractor;
 - X architect;
 - ___ property manager;
 - ___ accounting services; or
 - ___ legal services.

2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Please see attached for Studio TSM contract

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Creighton Phase B LLC
Name of Applicant

DocuSigned by:

D30F414B0EE849B...

Signature of Applicant

Juan Powell, Authorized Agent
Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Studio TSM
Name of SWaM Certified Service Provider


Signature of SWaM Certified Service Provider

Karen C. Mulvaney, Principal
Printed Name and Title of Authorized Signer

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

STUDIO TSM LLC

is a certified Small, Women Owned Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code 7VAC 13-20 et seq.

Certification Number: 826721

Valid Through: Mar 1, 2028

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director





June 28, 2022

The Community Builders
1003 K Street NC, Suite 700
Washington, DC 20001
Attn: Sathya Moorthy

Project: Creighton Phase B – Richmond, Virginia

Dear Sathya,

Studio TSM is pleased to present a proposal for professional interior design services associated with the Creighton Phase B Apartments located in Richmond, Virginia.

We understand our general scope of work will be to provide interior design services for the following areas:

- Building community room, leasing office, fitness room, restrooms, common corridors, stairwell and ancillary rooms.
- Resident units to include; kitchen, bathrooms, living/dining area, bedrooms.

SCOPE OF INTERIOR DESIGN SERVICES

Design Development Phase \$13,500

- One (1) kick off meeting with team to review goals, plans, details, and schedule.
- Obtain CADD drawing from Architect.
- Select the following for the community room, ancillary areas and resident units:
Door hardware, light fixtures, plumbing fixtures and accessories, cabinet door style/finish, elevator cab details.
- Prepare two (2) finish scheme options to include wall and trim paint, flooring, casework/millwork and countertop materials.
- Includes three (3) meetings with team to review proposed finish schemes and concepts. Includes three (3) revisions.
- Upon approval of finish schemes, prepare three (3) digital finish concept boards for presentation. Includes three (3), 3-D renderings.
- Develop finish plans and specifications.
- Develop elevations as required for community room and building common areas.

Construction Documentation Phase \$ 6,500

- Finalize interior design products and material selections.
- Produce finish plans, specifications and schedules.
- Submit 30% drawings to approved GC for pricing. Assist with value engineering as needed.
- Submit 50% completed drawings to team for review.
- Review MEP design details related to interiors scope.
- Upon approval of review drawings, complete construction drawings and submit to Architect.

Construction Administration Phase \$ 4,000

- Construction administration includes:
 - Submittal review for interiors related work.
 - RFI (request for information) interpretation.
 - Three (3) interior site visits during construction, including one (1) final punch list walk through.

Furniture, Artwork and Accessories Phase \$ 8,500

- Provide furniture and fabric selections and specifications.
- Select artwork for common corridors, leasing office, fitness room and community room.
- Submit selections to team for review and approval. Two (2) revisions included.
- Issue approved specifications to three (3) qualified dealers for pricing. Review pricing and recommend for award.
- Coordinate art specifications and installation with art vendor.
- Award contracts and oversee delivery, installation and any product issues with approved dealer/vendor.
- Client to purchase all furniture and fixtures directly with dealer/vendor.
- Two (2) site visits during installation; one during furniture, one at art install.
- Select, purchase and install accessories. Designer shall invoice Client and be re-imbursed for all accessory purchases.

Total Fee Proposed \$32,500

Additional Services

Additional services are those not included under Basic Services (as described) and will be performed when authorized by the Client. Compensation to be in accordance with the hourly rate schedule.

The following are examples of additional services:

- Revisions to design phases or specifications due to changes in project scope, concept, interior, architectural requirements.
- Preparing “As-Built” record drawings after construction.
- Evaluation of budget and cost of the work services, including detailed estimates of construction costs or detailed quantity surveys.
- Code Review.
- Spec books.
- Mechanical/ electrical and plumbing engineering design drawings.
- Signage vendor coordination.
- Additional meetings/site visits.

Reimbursables Expenses

Reimbursable expenses are in addition to compensation for Basic Services and include the following out-of-pocket expenses directly related to this part of the project.

- Expenses for printing, or any other form of reproduction of drawings, specifications and documents for direct use on the project. Actual cost will be invoiced plus 10%.
- Federal Express or other form of express mailing, messenger services and other forms of deliveries, shipments and communications.
- Travel expenses to/from jobsite including tolls.

Hourly Rates for Additional Services:

Applicable to this project for Additional Services:

- Certified Interior Designer \$100.00/hour
- Administration \$ 55.00/hour

Invoicing

Invoicing shall occur on a monthly basis for work completed to date. Payment shall be remitted within 45 days of invoice date.

Contractors Safety and Performance

Studio TSM shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work and shall not be responsible or liable for the Contractor’s failure to perform or carry out the work for this part of the project in accordance with the Contract Documents.

Risk Allocation

In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Designer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Designer’s total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the Designer’s fee. Such causes include, but are not limited to, the Designer’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty in connection with the Designer’s professional services on this project.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Designer agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Designer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Miscellaneous Provisions

The Client and Designer, respectively, bind themselves, their partners, successors, assigns and legal representatives to this agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other. The Designer and the Designer’s consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site. This Agreement and all matters arising from or relating to the performance of this Agreement shall be governed by the law of the Commonwealth of Virginia regardless of any application of conflicts of law principles.

Indemnification

Notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant. In the instance of damages suffered by Client and attributable to the negligent acts or negligent failures of Consultant, Consultant shall indemnify Client.

Limitations and Exclusions

Any work specifically in this proposal and is not in the agreed upon scope of work and will be considered an additional service, negotiated at the enclosed hourly rate.

This proposal is valid for 30 days. If this is acceptable, please sign in the space below and return a copy for our records.

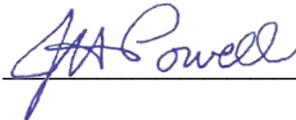
We look forward to working with you on this project.

Sincerely,

Karen C. Mulvaney

Karen Mulvaney, CID, CHID, NCIDQ
Principal
Certified Interior Designer
studio | TSM, LLC

ACCEPTED BY: _____



DATE: 8/17/22

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.