
2025 Federal Low Income Housing Tax Credit Program

Application For Reservation

Deadline for Submission

9% Competitive Credits

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

Tax Exempt Bonds

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



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

INSTRUCTIONS FOR THE VIRGINIA 2025 LIHTC APPLICATION FOR RESERVATION

This application was prepared using Excel, Microsoft Office 365. Please note that using the active Excel workbook does not eliminate the need to submit the required PDF of the signed hardcopy of the application and related documentation. A more detailed explanation of application submission requirements is provided below and in the Application Manual.

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

Applications For 9% Competitive Credits

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

Please Note:

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

There should be distinct files which should include the following:

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

IMPORTANT:

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

Disclaimer:

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

Entering Data:

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

Please Note:

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

Assistance:

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

Virginia Housing LIHTC Allocation Staff Contact Information

Name	Email	Phone Number
Stephanie Flanders	stephanie.flanders@virginiahousing.com	(804) 343-5939
Jonathan Kinsey	jonathan.kinsey@virginiahousing.com	(804) 584-4717
Phil Cunningham	phillip.cunningham@virginiahousing.com	(804) 343-5514
Lauren Dillard	lauren.dillard@virginiahousing.com	(804) 584-4729
Jordan Tawney	jordan.tawney@virginiahousing.com	(804) 343-5892
Jaki Whitehead	jaki.whitehead@virginiahousing.com	(804) 343-5861
Hadia Ali	hadia.ali@virginiahousing.com	(804) 343-5873

TABLE OF CONTENTS

Click on any tab label to be directed to location within the application.

TAB	DESCRIPTION
1. Submission Checklist	Mandatory Items, Tabs and Descriptions
2. Development Information	Development Name and Locality Information
3. Request Info	Credit Request Type
4. Owner Information	Owner Information and Developer Experience
5. Site and Seller Information	Site Control, Identity of Interest and Seller info
6. Team Information	Development Team Contact information
7. Rehabilitation Information	Acquisition Credits and 10-Year Look Back Info
8. Non Profit	Non Profit Involvement, Right of First Refusal
9. Structure	Building Structure and Units Description
10. Utilities	Utility Allowance
	Building Amenities above Minimum Design Requirements
11. Enhancements	
12. Special Housing Needs	504 Units, Sect. 8 Waiting List, Rental Subsidy
13. Unit Details	Set Aside Selection and Breakdown
14. Budget	Operating Expenses
15. Project Schedule	Actual or Anticipated Development Schedule
16. Hard Costs	Development Budget: Contractor Costs
	Development Budget: Owner's Costs, Developer Fee, Cost Limits
17. Owner's Costs	
18. Eligible Basis	Eligible Basis Calculation
	Construction, Permanent, Grants and Subsidized Funding Sources
19. Sources of Funds	
20. Equity	Equity and Syndication Information
	Credit Reservation Amount Needed
21. Gap Calculation	
21. Cash Flow	Cash Flow Calculation
22. BINs	BIN by BIN Eligible Basis
24. Owner Statement	Owner Certifications
25. Architect's Statement	Architect's agreement with proposed deal
26. Previous Participation Certification	Mandatory form related to principals
27. List of Developments (Schedule A)	Mandatory form related to principals
28. Scoresheet	Self Scoresheet Calculation
29. Development Summary	Summary of Key Application Points
30. Efficient Use of Resources (EUR)	Calculates Points for Efficient Use of Resources
	For Mixed Use Applications only - indicates how costs are distributed across the different construction activities
31. Mixed Use - Cost Distribution	

2025 Low-Income Housing Tax Credit Application For Reservation

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

<input checked="" 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 <u>Signed</u> 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 type="checkbox"/>	Electronic Copy of Appraisal (MANDATORY if acquisition credits requested)
<input 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: Syndicator's or Investor's Letter of Intent (MANDATORY)
<input checked="" type="checkbox"/>	Tab D: Any supporting documentation related to List of LIHTC Developments (Schedule A)
<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 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)
	Tab K: Documentation of Development Location:
<input checked="" 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 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
<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 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 or Veteran Owned Small Business certification
<input type="checkbox"/>	Tab AA: Priority Letter from Rural Development
<input checked="" type="checkbox"/>	Tab AB: Ownership's Social Disadvantage or Veteran Owned Small Business Certification

VHDA TRACKING NUMBER

2025-C-46

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date: 3/10/2025

1. Development Name: Dogwood Farm Station Apartments 9%
2. Address (line 1): 20052 Garden Center Court
Address (line 2):
City: Ashburn State: VA Zip: 20147
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 Loudoun County
5. The site overlaps one or more jurisdictional boundaries..... FALSE
If true, what other City/County is the site located in besides response to #4?.....
6. Development is located in the census tract of: 6110.02
7. Development is located in a **Qualified Census Tract**..... FALSE *Note regarding DDA and QCT*
8. Development is located in a **Difficult Development Area**..... FALSE
9. Development is located in a **Revitalization Area based on QCT** FALSE
10. Development is located in a **Revitalization Area designated by resolution or by the locality**..... TRUE
11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... FALSE
(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)
12. Development is located in a census tract with a household poverty rate of.....
- | 3% | 10% | 12% |
|-------|-------|-------|
| FALSE | FALSE | FALSE |
13. Development is located in a medium or high-level economic development jurisdiction based on table. TRUE
14. Development is located on land owned by federally or Virginia recognized Tribal Nations. FALSE
- Enter only Numeric Values below:**
15. Congressional District: 10
Planning District: 8
State Senate District: 31
State House District: 29

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

The Project includes a mix of 1BR and 2BR, units (age restricted) for a total of 72 units in a 100% affordable newly constructed building.

VHDA TRACKING NUMBER		2025-C-46
A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT		Application Date: 3/10/2025

17. Local Needs and Support

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

Chief Executive Officer's Name:	Tim Hemstreet		
Chief Executive Officer's Title:	County Administrator	Phone:	(703) 777-0200
Street Address:	1 Harrison Street, SE		
City:	Leesburg	State:	VA Zip: 20175

Name and title of local official you have discussed this project with who could answer questions for the local CEO: George Govan, Interim Dir. of Loudoun Co. Housing & Community Development

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

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

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

B. RESERVATION REQUEST INFORMATION**1. Requesting Credits From:**

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

New Construction

or

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

For Tax Exempt Bonds, where are bonds being issued?

ACTION: Provide Inducement Resolution at **TAB Y** (if available)**2. Type(s) of Allocation/Allocation Year**

Carryforward Allocation

Definitions of types:

a.

Regular Allocation means all of the buildings in the development are expected to be placed in service this calendar year, 2025.

b.

Carryforward Allocation means all of the buildings in the development are expected to be placed in service within two years after the end of this calendar year, 2025, but the owner will have more than 10% basis in development before the end of twelve months following allocation of credits. For those buildings, the owner requests a carryforward allocation of 2025 credits pursuant to Section 42(h)(1)(E).**3. Select Building Allocation type:**

New Construction

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

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

FALSE

5. Planned Combined 9% and 4% Developments

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

FALSE

If true, provide name of companion development:

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

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:**

50

Definition of selection:

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

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

TRUE

Virginia Housing offers the Rental Housing Invoicing Portal to allow easy payments via secure ACH transactions. See Login at top right of our website. An invoice for your application fee along with access information was provided in your development's assigned 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: Dogwood Farm Station 9% Owner LLC

Developer Name: Wellington Development LLC

Contact: M/M ▶ Mr. First: Benjamin MI: C Last: Miller

Address: 47818 Scotsborough Square

City: Potomac Falls St. ▶ VA Zip: 20165

Phone: (703) 475-5015 Ext. Fax:

Email address: bmill@wellington-development.com

Federal I.D. No. 994641281 (If not available, obtain prior to Carryover Allocation.)

Select type of entity: ▶ limited liability company Formation State: ▶

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

- 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. Complete the Principals' Previous Participation Certification tabs within this spreadsheet. Include signed in Application PDF.
 - 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. TRUE Indicate if at least one principal listed within Org Chart qualifies for socially disadvantaged status and has at least 25% ownership interest in the controlling general partner or managing member as defined in the manual.

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

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

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

- d. TRUE Indicate True if the owner meets the following statement:

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

If True above, what property placed in service?

Mt. Sterling Senior 9% B

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type: ☒ Purchase Contract

Expiration Date: 12/1/2026

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

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

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

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

2. Timing of Acquisition by Owner:

Only one of the following statement should be True.

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

b. ☒ TRUE Owner is to acquire property by deed (or lease for period no shorter than period property will be subject to occupancy restrictions) no later than..... 12/1/2026 .

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

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

D. SITE CONTROL

3. Seller Information:

Name: US Home, LLC & KW-HS Lot Option Pool 02, LLC jointly

Address: 14280 Park Meadow Drive

City: Chantilly St.: Virginia Zip: 20151

Contact Person: Tim Bates Phone: (703) 928-4595

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

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

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

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

E. DEVELOPMENT TEAM INFORMATION

Complete the following as applicable to your development team.

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

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

1. Tax Attorney:	Aaron O'Toole	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE OR
Address:	1325 G Street NW, Suite 770	Veteran Owned Small Bus?	FALSE
City, State, Zip	Washington, DC 20005		
Email:	aotoole@kleinhornig.com	Phone:	(202) 926-3403
2. Tax Accountant:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip			
Email:		Phone:	
3. Consultant:	Tim Farinholt	This is a Related Entity.	FALSE
Firm Name:	Tim's Garage & Consulting LLC	DEI Designation?	FALSE OR
Address:	2308 Park Avenue	Veteran Owned Small Bus?	TRUE
City, State, Zip	Richmond, VA 23220	Role:	LIHTC Consultant
Email:	tfainholt50@gmail.com	Phone:	(804) 412-5798
4. Management Entity:	Stephen Boyce	This is a Related Entity.	FALSE
Firm Name:	S.L. Nusbaum Realty Company	DEI Designation?	FALSE OR
Address:	1700 Wells Fargo Center, 440 Monticello Av	Veteran Owned Small Bus?	FALSE
City, State, Zip	Norfolk, VA 23510		
Email:	sboyce@slnusbaum.com	Phone:	(757) 640-2293
5. Contractor:	Taylor Davis	This is a Related Entity.	FALSE
Firm Name:	Morgan-Keller	DEI Designation?	FALSE OR
Address:	70 Thomas Jefferson Dr., Suite 200	Veteran Owned Small Bus?	FALSE
City, State, Zip	Frederick, MD 21702		
Email:	tdavis@morgankeller.com	Phone:	(301) 663-0626
6. Architect:	Scott Matties	This is a Related Entity.	FALSE
Firm Name:	Wiencek-Associates	DEI Designation?	FALSE OR
Address:	1100 Vermont Ave. NW Suite 770	Veteran Owned Small Bus?	FALSE
City, State, Zip	Washington, DC 20005		
Email:	smatties@wiencek-associates.com	Phone:	(202) 349-0742

E. DEVELOPMENT TEAM INFORMATION

7. Real Estate Attorney:	Aaron O'Toole	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig	DEI Designation?	FALSE OR
Address:	1325 G Street NW, Suite 770	Veteran Owned Small Bus?	FALSE
City, State, Zip	Washington, DC 20005		
Email:	aotoole@kleinhornig.com	Phone:	(202) 926-3403
8. Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria LLC	DEI Designation?	FALSE OR
Address:	3450 Lady Marian Court	Veteran Owned Small Bus?	FALSE
City, State, Zip	Midlothian, VA 23113		
Email:	rynejohnson@astoriallc.com	Phone:	(804) 320-5850
9. Other 1:	Mark Flavin	This is a Related Entity.	FALSE
Firm Name:	Titan Mechanical	DEI Designation?	FALSE OR
Address:	9207 Vassau Court	Veteran Owned Small Bus?	TRUE
City, State, Zip	Manassas Park, VA 20111	Role:	Development Services
Email:	mflavin@titanmech.net	Phone:	(571) 292-1273
10. Other 2:	Jessica Peters	This is a Related Entity.	FALSE
Firm Name:	Advanced Project Management	DEI Designation?	TRUE OR
Address:	4530 Walney Road, Suite 202	Veteran Owned Small Bus?	FALSE
City, State, Zip	Chantilly, VA 20151	Role:	Development Services
Email:	jpeters@apm1.com	Phone:	(703) 201-6738
11. Other 3:	Antony Vaz	This is a Related Entity.	FALSE
Firm Name:	Insight Engineering	DEI Designation?	TRUE OR
Address:	1801 McCormick Drive, Suite 350	Veteran Owned Small Bus?	FALSE
City, State, Zip	Upper Marlboro, MD 20774	Role:	Development Services
Email:	tony@iengri.com	Phone:	(202) 270-3311
12. Other 4:	James Edmondson	This is a Related Entity.	TRUE
Firm Name:	Tango Charlie Affordable Housing LLC	DEI Designation?	FALSE OR
Address:	7804 Ariel Way	Veteran Owned Small Bus?	TRUE
City, State, Zip	McLean, VA 22102	Role:	Development Services
Email:	jedmondson@eandggroup.com	Phone:	(703) 624-1529
13. Other 5:		This is a Related Entity.	FALSE
Firm Name:		DEI Designation?	FALSE OR
Address:		Veteran Owned Small Bus?	FALSE
City, State, Zip		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? _____
 If this is a preservation deal,
 what date did this development enter its Extended Use Agreement period? _____

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

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

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

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

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

2. Ten-Year Rule For Acquisition Credits

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

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

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

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

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

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

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

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

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

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

F. REHAB INFORMATION

3. Rehabilitation Credit Information

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

G. NONPROFIT INVOLVEMENT

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

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

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

- | | | |
|--------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>FALSE</u> | a. | Be authorized to do business in Virginia. |
| <u>FALSE</u> | b. | Be substantially based or active in the community of the development. |
| <u>FALSE</u> | 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. |
| <u>FALSE</u> | d. | Own, either directly or through a partnership or limited liability company, 100% of the general partnership or managing member interest. |
| <u>FALSE</u> | e. | Not be affiliated with or controlled by a for-profit organization. |
| <u>FALSE</u> | f. | Not have been formed for the principal purpose of competition in the Non Profit Pool. |
| <u>FALSE</u> | g. | Not have any staff member, officer or member of the board of directors materially participate, directly or indirectly, in the proposed development as a for profit entity. |

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: ▶

Name:

Contact Person:

Street Address:

City:

State: ▶

Zip:

Phone:

Contact Email:

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

Specify the nonprofit entity's percentage ownership of the general partnership interest: 0.0%

G. NONPROFIT INVOLVEMENT

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

- A.

FALSE

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

Action: Provide Option or Right of First Refusal in recordable form using Virginia Housing's template. **(TAB V)**
Provide Nonprofit Questionnaire (if applicable) **(TAB I)**

Name of qualified nonprofit:

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

FALSE

Name of Local Housing Authority

- B.

FALSE

A qualified nonprofit or local housing authority submits a homeownership plan committing to sell the units in the development after the mandatory 15-year compliance period to tenants whose incomes shall not exceed the applicable income limit at the time of their initial occupancy.
Do not select if extended compliance is selected on Request Info Tab
Action: Provide Homeownership Plan **(TAB N)** and contact Virginia Housing for a Pre-Application 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 | 80 |
| Total number of rental units in development | 72 | bedrooms | 80 |
| Number of low-income rental units | 72 | bedrooms | 80 |
| Percentage of rental units designated low-income | 100.00% | | |
-
- | | | | |
|---------------------------------------|----|----------|----|
| b. Number of new units:..... | 72 | bedrooms | 80 |
| Number of adaptive reuse units: | 0 | bedrooms | 0 |
| Number of rehab units:..... | 0 | bedrooms | 0 |
-
- c. If any, indicate number of planned exempt units (included in total of all units in development)..... **0**
-
- d. Total Floor Area For The Entire Development..... **82,735.17** (Sq. ft.)
- e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage)..... **889.38** (Sq. ft.)
- f. Nonresidential Commercial Floor Area (Not eligible for funding)..... **4,716.23**
- g. Total Usable Residential Heated Area..... **77,129.56** (Sq. ft.)
- h. Percentage of Net Rentable Square Feet Deemed To Be **New Rental Space**..... **100.00%**
- i. Exact area of site in acres **0.577**
- j. Locality has approved a final site plan or plan of development..... **FALSE**
If **True**, Provide required documentation (**TAB O**).
- k. Requirement as of 2016: Site must be properly zoned for proposed development.
ACTION: Provide required zoning documentation (**MANDATORY TAB G**)
- l. Development is eligible for Historic Rehab credits..... **FALSE**

Definition:

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

H. STRUCTURE AND UNITS INFORMATION**2. UNIT MIX**

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

LIHTC Units can not be greater than Total Rental Units

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	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	1039.34	SF	64	64
2BR Elderly	1326.47	SF	8	8
Eff - Garden	0.00	SF	0	0
1BR Garden	0.00	SF	0	0
2BR Garden	0.00	SF	0	0
3BR Garden	0.00	SF	0	0
4BR Garden	0.00	SF	0	0
2+ Story 2BR Townhouse	0.00	SF	0	0
2+ Story 3BR Townhouse	0.00	SF	0	0
2+ Story 4BR Townhouse	0.00	SF	0	0
			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:..... **5**

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

- e. Commercial Area Intended Use:
- Childcare Center**

- 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 | FALSE | v. Detached Single-family | FALSE |
| ii. Garden Apartments | FALSE | vi. Detached Two-family | FALSE |
| iii. Slab on Grade | TRUE | vii. Basement | FALSE |
| iv. Crawl space | FALSE | | |

- h. Development contains an elevator(s).

If true, # of Elevators.

Elevator Type (if known)

FALSE**2****Electric Traction**

H. STRUCTURE AND UNITS INFORMATION

i. Roof Type	▶	Flat
j. Construction Type	▶	Combination
k. Primary Exterior Finish	▶	Combination

4. Site Amenities (indicate all proposed)

a. Business Center.....	TRUE	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.....	FALSE	j. Sports Activity Ct..	FALSE
		k. Other:	

l. Describe Community Facilities: On-Site property management, multiple community rooms, in-unit W/D

m. Number of Proposed Parking Spaces	84
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 or proffered public bus stop. TRUE

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

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

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

Notes must indicate basic materials in structure, floor and exterior finish.

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

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

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

J. ENHANCEMENTS

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

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

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

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

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

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

REQUIRED:

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

- | | |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TRUE | a. A community/meeting room with a minimum of 749 square feet is provided with free WIFI access restricted to residents only. |
| 50.00% | b1. Percentage of brick covering the exterior walls. |
| 50.00% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE | c. All kitchen light fixtures are LED and meet MDCR lighting guidelines. |
| TRUE | d. Cooking surfaces are equipped with fire suppression features as defined in the manual |
| FALSE | e. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS. |
| or | |
| TRUE | f. Full bath fans are equipped with a humidistat. |
| TRUE | g. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products. |
| FALSE | h. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service. |
| TRUE | i. Each unit is provided free individual high-speed internet access.
(Must have a minimum 20Mbps upload/ 100Mbps download speed per manual.) |
| TRUE | j. Every kitchen, living room and bedroom contains, at minimum, one USB charging port. |
| FALSE | k. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system. |
| or | |
| TRUE | l. All Construction types: each unit is equipped with a permanent dehumidification system. |
| TRUE | m. All interior doors within units are solid core. |
| TRUE | n. Installation of a renewable energy electric system in accordance with manufacturer's specifications and all applicable provisions of the National Electrical Code - Provide documentation at Tab F . |
| FALSE | o. New construction only: Each unit to have balcony or patio with a minimum depth of 5 feet clear from face of building and a minimum size of 30 square feet. |

J. ENHANCEMENTS

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

- TRUE

a. All cooking ranges have front controls.
- TRUE

b. Bathrooms have an independent or supplemental heat source.
- TRUE

c. All entrance doors have two eye viewers, one at 42" inches and the other at standard height.
- TRUE

d. Each unit has a shelf or ledge outside the primary entry door located in an interior hallway.

2. Green Certification

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

The applicant will also obtain one of the following:

- FALSE

Earthcraft Gold or higher certification
- TRUE

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

LEED Certification
- FALSE

Enterprise Green Communities (EGC) Certification

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

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

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

- FALSE

Zero Energy Ready Home Requirements
- FALSE

Passive House Standards
- FALSE

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

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

- TRUE

a. Architect of record certifies that units will be constructed to meet Virginia Housing's Universal Design Standards.
- 72

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

100% of Total Rental Units

4.

FALSE

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

If not, please explain:



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

I. UTILITIES

1. Utilities Types:

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

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

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	2	4	0	0
Air Conditioning	0	7	11	0	0
Cooking	0	3	5	0	0
Lighting	0	20	24	0	0
Hot Water	0	29	40	0	0
Water	0	19	28	0	0
Sewer	0	12	18	0	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$92	\$129	\$0	\$0

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

- | | |
|-------------------------------------------------|------------------------------------------------|
| a. <u>FALSE</u> HUD | d. <u>FALSE</u> Local PHA |
| b. <u>FALSE</u> Utility Company (Estimate) | e. <u>TRUE</u> Other: <u>Hedgerow Partners</u> |
| c. <u>FALSE</u> Utility Company (Actual Survey) | |

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

K. SPECIAL HOUSING NEEDS


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

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

TRUE

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

All common space must also conform to HUD regulations interpreting the accessibility requirements of section 504 of the Rehabilitation Act.



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

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

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

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

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

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

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 as described in the manual.)
- Action:** Provide Relocation Plan, Budget and Unit Delivery Schedule (**Mandatory if tenants are displaced - Tab J**)

K. SPECIAL HOUSING NEEDS

3. Leasing Preferences

- a. Will leasing preference be given to applicants on a public housing waiting list and/or Section 8 waiting list? select: Yes
- Organization which holds waiting list: Loudoun Cty. Dept. of Housing & Community Dev.
- Contact person: Timi Myers
- Title: HCV Program Manager
- Phone Number: (703) 737-8213
- Action: Provide required notification documentation (TAB L)
- b. Leasing preference will be given to individuals and families with children..... FALSE
(Less than or equal to 20% of the units must have of 1 or less bedrooms).
- c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 0
% of total Low Income Units 0%

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

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

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

4. Target Population Leasing Preference

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

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

First Name: Christy

Last Name: Zeitz

Phone Number: (703) 860-2536 Email: czeitze@fellowshipsquare.org

K. SPECIAL HOUSING NEEDS

5. Rental Assistance

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

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

- FALSE

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

Section 8 New Construction Substantial Rehabilitation
- FALSE

Section 8 Moderate Rehabilitation
- FALSE

Section 811 Certificates
- FALSE

Section 8 Project Based Assistance
- FALSE

RD 515 Rental Assistance
- FALSE

Section 8 Vouchers

*Administering Organization:
- FALSE

State Assistance

*Administering Organization:
- FALSE

Other:

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

FALSE

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

d. Number of units receiving assistance:

0

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew.....

FALSE

Action:

Contract or other agreement provided (TAB Q).

6. Public Housing Revitalization

Is this development replacing or revitalizing Public Housing Units?

FALSE

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
8	11.11%	30% Area Median
0	0.00%	40% Area Median
28	38.89%	50% Area Median
36	50.00%	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
8	11.11%	30% Area Median
0	0.00%	40% Area Median
28	38.89%	50% Area Median
36	50.00%	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 ☒ TRUE 40% Levels ☐ FALSE 50% levels ☒ TRUE

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

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

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



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

Error: Total Units assigned to each Rent Target does not match Rent Set Asides.

	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		3		628.80	\$778.50	\$2,335
Mix 2	1 BR - 1 Bath		2	2	659.47	\$778.50	\$1,557
Mix 3	1 BR - 1 Bath		1	1	660.75	\$778.50	\$778
Mix 4	1 BR - 1 Bath		2	2	661.31	\$778.50	\$1,557
Mix 5	1 BR - 1 Bath		1		612.11	\$1,358.50	\$1,358
Mix 6	1 BR - 1 Bath		4		645.43	\$1,358.50	\$5,434
Mix 7	1 BR - 1 Bath		6		646.70	\$1,358.50	\$8,151
Mix 8	1 BR - 1 Bath		2		647.26	\$1,358.50	\$2,717
Mix 9	1 BR - 1 Bath		1		648.62	\$1,358.50	\$1,358
Mix 10	1 BR - 1 Bath		2		648.64	\$1,358.50	\$2,717

L. UNIT DETAILS

Mix 11	1 BR - 1 Bath		10		659.47	\$1,358.50	\$13,585
Mix 12	2 BR - 1.5 Bath		2	2	946.72	\$1,612.61	\$3,225
Mix 13	1 BR - 1 Bath		14		660.75	\$1,648.50	\$23,079
Mix 14	1 BR - 1 Bath		4		661.31	\$1,648.50	\$6,594
Mix 15	1 BR - 1 Bath		3		662.71	\$1,648.50	\$4,945
Mix 16	1 BR - 1 Bath		3		665.33	\$1,648.50	\$4,945
Mix 17	1 BR - 1 Bath		3		667.33	\$1,648.50	\$4,945
Mix 18	1 BR - 1 Bath		2		669.65	\$1,648.50	\$3,297
Mix 19	1 BR - 1 Bath		1	1	669.65	\$1,648.50	\$1,648
Mix 20	2 BR - 1.5 Bath		2		932.67	\$1,960.61	\$3,921
Mix 21	2 BR - 1.5 Bath		3		946.72	\$1,960.61	\$5,882
Mix 22	2 BR - 1.5 Bath		1		946.72	\$1,960.61	\$1,961
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0
Mix 66							\$0
Mix 67							\$0

L. UNIT DETAILS

Mix 68							\$0
Mix 69							\$0
Mix 70							\$0
Mix 71							\$0
Mix 72							\$0
Mix 73							\$0
Mix 74							\$0
Mix 75							\$0
Mix 76							\$0
Mix 77							\$0
Mix 78							\$0
Mix 79							\$0
Mix 80							\$0
Mix 81							\$0
Mix 82							\$0
Mix 83							\$0
Mix 84							\$0
Mix 85							\$0
Mix 86							\$0
Mix 87							\$0
Mix 88							\$0
Mix 89							\$0
Mix 90							\$0
Mix 91							\$0
Mix 92							\$0
Mix 93							\$0
Mix 94							\$0
Mix 95							\$0
Mix 96							\$0
Mix 97							\$0
Mix 98							\$0
Mix 99							\$0
Mix 100							\$0
TOTALS			72	8			\$105,993

Total Units	72	Net Rentable SF:	TC Units	49,534.32
			MKT Units	0.00
			Total NR SF:	49,534.32

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

M. OPERATING EXPENSES**Administrative:****Use Whole Numbers Only!**

1. Advertising/Marketing			\$4,891
2. Office Salaries			\$0
3. Office Supplies			\$1,971
4. Office/Model Apartment	(type <input type="text"/>)		\$0
5. Management Fee			\$51,521
4.24% of EGI	<u>\$715.57</u>	Per Unit	
6. Manager Salaries			\$70,000
7. Staff Unit (s)	(type <input type="text"/>)		\$0
8. Legal			\$1,825
9. Auditing			\$10,000
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$2,920
12. Tax Credit Monitoring Fee			\$3,240
13. Miscellaneous Administrative			\$0
Total Administrative			<u>\$146,368</u>

Utilities

14. Fuel Oil		\$15,920
15. Electricity		\$20,000
16. Water		\$10,000
17. Gas		\$900
18. Sewer		\$0
Total Utility		<u>\$46,820</u>

Operating:

19. Janitor/Cleaning Payroll		\$0
20. Janitor/Cleaning Supplies		\$0
21. Janitor/Cleaning Contract		\$19,200
22. Exterminating		\$3,577
23. Trash Removal		\$11,680
24. Security Payroll/Contract		\$0
25. Grounds Payroll		\$0
26. Grounds Supplies		\$0
27. Grounds Contract		\$0
28. Maintenance/Repairs Payroll		\$65,366
29. Repairs/Material		\$11,607
30. Repairs Contract		\$23,433
31. Elevator Maintenance/Contract		\$12,775
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		\$0
Totals Operating & Maintenance		<u>\$147,638</u>

M. OPERATING EXPENSES**Taxes & Insurance**

38. Real Estate Taxes			\$100,000
39. Payroll Taxes			\$0
40. Miscellaneous Taxes/Licenses/Permits			\$0
41. Property & Liability Insurance	\$556	per unit	\$40,000
42. Fidelity Bond			\$0
43. Workman's Compensation			\$0
44. Health Insurance & Employee Benefits			\$37,722
45. Other Insurance			\$0
Total Taxes & Insurance			\$177,722

Total Operating Expense**\$518,548**

Total Operating Expenses Per Unit	\$7,202	C. Total Operating Expenses as % of EGI	42.63%
------------------------------------------	----------------	------------------------------------------------	---------------

Replacement Reserves (Total # Units X \$300 or \$250 New Const./Elderly Minimum)	\$18,000
-----------------------------------------------------------------------------------------	-----------------

Total Expenses	\$536,548
-----------------------	------------------

N. PROJECT SCHEDULE

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
1. SITE		
a. Option/Contract	9/25/2024	Ben Miller
b. Site Acquisition	7/1/2026	Ben Miller
c. Zoning Approval	11/15/2023	US Homes
d. Site Plan Approval	6/3/2025	Tony Vaz
2. Financing		
a. Construction Loan		
i. Loan Application	8/1/2025	James Edmondson
ii. Conditional Commitment	10/1/2025	James Edmondson
iii. Firm Commitment	12/31/2025	James Edmondson
b. Permanent Loan - First Lien		
i. Loan Application	8/1/2025	James Edmondson
ii. Conditional Commitment	10/1/2025	James Edmondson
iii. Firm Commitment	12/31/2025	James Edmondson
c. Permanent Loan-Second Lien		
i. Loan Application	10/1/2024	Ben Miller
ii. Conditional Commitment	N/A	
iii. Firm Commitment	2/4/2025	Ben Miller
d. Other Loans & Grants		
i. Type & Source, List	VHTF, HIEE	James Edmondson
ii. Application	9/27/2025	James Edmondson
iii. Award/Commitment	11/1/2025	James Edmondson
2. Formation of Owner	8/26/2024	Ben Miller
3. IRS Approval of Nonprofit Status	N/A	
4. Closing and Transfer of Property to Owner	6/1/2026	Ben Miller
5. Plans and Specifications, Working Drawings	12/1/2025	Wiencek/Tony Vaz
6. Building Permit Issued by Local Government	5/1/2026	Tony Vaz
7. Start Construction	7/1/2026	Jessica Peters/MK
8. Begin Lease-up	6/1/2027	SL Nusbaum
9. Complete Construction	10/31/2027	Jessica Peters/MK
10. Complete Lease-Up	4/1/2028	SL Nusbaum
11. Credit Placed in Service Date	11/1/2027	James Edmondson

O. PROJECT BUDGET - HARD COSTS**Cost/Basis/Maximum Allowable Credit**

Complete cost column and basis column(s) as appropriate

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

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

Must Use Whole Numbers Only!		Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
Item	(A) Cost	"30% Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
1. Contractor Cost				
a. Unit Structures (New)	21,489,001	0	0	21,042,814
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
Total Structure	21,489,001	0	0	21,042,814
f. Earthwork	0	0	0	0
g. Site Utilities	0	0	0	0
X h. Renewable Energy	350,000	0	0	350,000
i. Roads & Walks	0	0	0	0
j. Site Improvements	0	0	0	0
k. Lawns & Planting	0	0	0	0
l. Engineering	0	0	0	0
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	0	0	0	0
p. Site Work	730,896	0	0	715,719
q. Hard Cost Contingency		0	0	
Total Land Improvements	1,080,896	0	0	1,065,719
Total Structure and Land	22,569,897	0	0	22,108,533
r. General Requirements	984,392	0	0	963,224
s. Builder's Overhead (1.6% Contract)	356,439	0	0	348,774
t. Builder's Profit (2.8% Contract)	623,769	0	0	610,356
u. Bonds	110,763	0	0	108,381
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Insurance	308,471	0	0	301,838
z. Other 2: Builder's Risk	275,000	0	0	269,087
aa. Other 3:	0	0	0	0
Contractor Costs	\$25,228,731	\$0	\$0	\$24,710,193

Construction cost per unit: \$345,537.93

MAXIMUM COMBINED GR, OVERHEAD & PROFIT =

\$3,159,786

ACTUAL COMBINED GR, OVERHEAD & PROFIT =

\$1,964,600

O. PROJECT BUDGET - OWNER COSTS

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

MUST USE WHOLE NUMBERS ONLY! Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
2. Owner Costs				
a. Building Permit	160,000	0	0	156,559
b. Architecture/Engineering Design Fee \$14,121 /Unit)	1,016,688	0	0	1,016,688
c. Architecture Supervision Fee \$3,864 /Unit)	278,235	0	0	278,235
d. Tap Fees	837,617	0	0	829,241
e. Environmental	10,000	0	0	5,000
f. Soil Borings	15,000	0	0	15,000
g. Green Building (Earthcraft, LEED, etc.)	25,000	0	0	25,000
h. Appraisal	15,000	0	0	0
i. Market Study	5,000	0	0	0
j. Site Engineering / Survey	250,000	0	0	240,000
k. Construction/Development Mgt	175,000	0	0	171,237
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	242,238	0	0	155,032
n. Construction Interest (7.0% for 18 months)	1,817,707	0	0	1,514,957
o. Taxes During Construction	50,000	0	0	50,000
p. Insurance During Construction	60,000	0	0	60,000
q. Permanent Loan Fee (1.0%)	94,770			
r. Other Permanent Loan Fees	0			
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	100,000	0	0	100,000
v. Title and Recording	155,550	0	0	0
w. Legal Fees for Closing	440,000	0	0	340,000
x. Mortgage Banker	93,507	0	0	0
y. Tax Credit Fee	113,000			
z. Tenant Relocation	0			
aa. Fixtures, Furnitures and Equipment	150,000	0	0	0
ab. Organization Costs	5,000			
ac. Operating Reserve	539,739			
ad. Soft Costs Contingency	177,095			
ae. Security	0	0	0	0
af. Utilities	30,000	0	0	29,335
ag. Supportive Service Reserves	164,250			

O. PROJECT BUDGET - OWNER COSTS

(1) Other* specify:	Leaseup Reserve	100,000	0	0	0
(2) Other* specify:	Predev Loan Interest	60,000	0	0	60,000
(3) Other* specify:	Marketing	75,000	0	0	0
(4) Other* specify:	Inspections	30,000	0	0	30,000
(5) Other* specify:		0	0	0	0
(6) Other* specify:		0	0	0	0
(7) Other* specify:		0	0	0	0
(8) Other* specify:		0	0	0	0
(9) Other* specify:		0	0	0	0
Owner Costs Subtotal (Sum 2A..2(10))		\$7,285,396	\$0	\$0	\$5,076,284
Subtotal 1 + 2 (Owner + Contractor Costs)		\$32,514,127	\$0	\$0	\$29,786,477
3. Developer's Fees		2,750,000	0	0	2,690,865
4. Owner's Acquisition Costs					
Land		2,700,000			
Existing Improvements		0	0		
Subtotal 4:		\$2,700,000	\$0		
5. Total Development Costs					
Subtotal 1+2+3+4:		\$37,964,127	\$0	\$0	\$32,477,342

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:

\$3,571,843

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

\$422 **Meets Limits**
\$520

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

\$484,918 **Meets Limits**
\$550,481

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	37,964,127	0	0
			32,477,342
2. Reductions in Eligible Basis			
a. Amount of federal grant(s) used to finance qualifying development costs		0	0
b. Amount of nonqualified, nonrecourse financing		0	0
c. Costs of nonqualifying units of higher quality (or excess portion thereof)		0	0
d. Historic Tax Credit (residential portion)		0	0
3. Total Eligible Basis (1 - 2 above)		0	0
			32,477,342
4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)			
a. For QCT or DDA (Eligible Basis x 30%)		0	0
State Designated Basis Boosts:			
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)		0	9,743,203
c. For Green Certification (Eligible Basis x 10%)			0
Total Adjusted Eligible basis		0	42,220,545
5. Applicable Fraction	100.00000%	100.00000%	100.00000%
6. Total Qualified Basis (Eligible Basis x Applicable Fraction)	0	0	42,220,545
7. Applicable Percentage	4.00%	4.00%	9.00%
8. Maximum Allowable Credit under IRC §42 (Qualified Basis x Applicable Percentage)	\$0	\$0	\$3,799,849
(Must be same as BIN total and equal to or less than credit amount allowed)		\$3,799,849 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.	Construction Loan			\$27,369,419	TBD	
2.	LIHTC Equity			\$2,813,184	TBD	
3.	Loudoun County HTF	10/01/24	02/04/25	\$5,000,000	George Govan	
Total Construction Funding:				\$35,182,603		

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

Source of Funds		Date of Application	Date of Commitment	Amount of Funds	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period IN YEARS	Term of Loan (years)
				(Whole Numbers only)				
1.	VH Taxable			\$3,470,707	\$250,763	6.47%	35	35
2.	VH REACH			\$2,880,000	\$151,988	3.95%	35	35
3.	VH REACH+			\$3,000,000	\$158,321	3.95%	35	35
4.	VAHTF			\$2,000,000	\$0	0.00%	30	30
5.	Loudoun County HTF	10/1/2024	2/4/2025	\$5,000,000		2.00%	40	40
6.	Fellowship Loan		3/4/2025	\$2,000,000		5.00%	35	35
7.	HIEE			\$2,000,000		0.00%	30	30
8.	HOME			\$1,000,000	\$30,000	3.00%	30	30
9.	Sponsor Loan			\$1,100,000		2.00%	30	30
10.	LOCO Fee Waiver			\$100,000				
Total Permanent Funding:				\$22,550,707	\$591,072			

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.	Loudoun County HTF	2/4/2025	\$5,000,000
2.	Waived Permit Fees (LOCO)	2/27/2025	\$100,000
3.	Fellowship Loan	3/4/2025	\$2,000,000
4.			
5.			
Total Subsidized Funding			\$7,100,000

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

a.	Tax Exempt Bonds	\$0
b.	RD 515	\$0
c.	Section 221(d)(3)	\$0
d.	Section 312	\$0
e.	Section 236	\$0
f.	Virginia Housing REACH Funds	\$5,880,000
g.	HOME Funds	\$1,000,000
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$4,000,000
k.	Other:	\$5,000,000
	Loudoun County HTF Loan	
l.	Other:	\$2,000,000
	Fellowship Loan	

Market-Rate Loans

a.	Taxable Bonds	\$3,470,707
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:

N/A

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

FALSE

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

8. Other Subsidies

Action: Provide documentation (Tab Q)

a. FALSE

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

b. FALSE

New project based subsidy from HUD or Rural Development or any other binding federal project based subsidy

0

Number of New PBV Vouchers

c. FALSE

Other

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

FALSE

R. EQUITY**1. Equity****a. Portion of Syndication Proceeds Attributable to Historic Tax Credit**

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

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

Amount of State HOTC	\$0	x Equity \$	\$0.000	=	\$0
----------------------	-----	-------------	---------	---	-----

c. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$1,333,420	(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 \$1,333,420

2. Equity Gap Calculation

a. Total Development Cost		\$37,964,127
b. Total of Permanent Funding, Grants and Equity	-	\$23,884,127
c. Equity Gap		\$14,080,000
d. Developer Equity	-	\$14,080
e. Equity gap to be funded with low-income tax credit proceeds		\$14,065,920

3. Syndication Information (If Applicable)

a. Actual or Anticipated Name of Syndicator:			
Contact Person:		Phone:	
Street Address:			
City:	State:	Zip:	

b. Syndication Equity

i. Anticipated Annual Credits	\$1,600,000.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.880
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.900000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$1,598,400
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$14,065,920

c. Syndication:	Private
d. Investors:	Corporate

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

4. Net Syndication Amount

Which will be used to pay for Total Development Costs \$14,065,920

5. Net Equity Factor

Must be equal to or greater than 85%, unless the applicant has an approved waiver 88.0000000000%

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			\$37,964,127
2. Less Total of Permanent Funding, Grants and Equity	-		\$23,884,127
3. Equals Equity Gap			\$14,080,000
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)			88.0000000000%
5. Equals Ten-Year Credit Amount Needed to Fund Gap			\$16,000,000
Divided by ten years			10
6. Equals Annual Tax Credit Required to Fund the Equity Gap			\$1,600,000
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)			\$3,799,849
8. Requested Credit Amount		For 30% PV Credit:	\$0
		For 70% PV Credit:	\$1,600,000
Credit per LI Units	\$22,222.2222	Combined 30% & 70% PV Credit Requested	
Credit per LI Bedroom	\$20,000.0000		
			\$1,600,000

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	\$105,993
Plus Other Income Source (list): <u>Miscellaneous</u>	<u>\$696</u>
Equals Total Monthly Income:	<u>\$106,689</u>
Twelve Months	x12
Equals Annual Gross Potential Income	\$1,280,268
Less Vacancy Allowance <u>5.0%</u>	<u>\$64,013</u>
Equals Annual Effective Gross Income (EGI) - Low Income Units	<u>\$1,216,255</u>

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

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

a. Annual EGI Low-Income Units	\$1,216,255
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,216,255
d. Total Expenses	\$536,548
e. Net Operating Income	\$679,707
f. Total Annual Debt Service	\$591,072
g. Cash Flow Available for Distribution	\$88,635

T. CASH FLOW**4. Projections for Financial Feasibility - 15 Year Projections of Cash Flow**

	Stabilized Year 1	Year 2	Year 3	Year 4	Year 5
Eff. Gross Income	1,216,255	1,240,580	1,265,391	1,290,699	1,316,513
Less Oper. Expenses	536,548	552,644	569,224	586,300	603,890
Net Income	679,707	687,935	696,168	704,399	712,624
Less Debt Service	591,072	591,072	591,072	591,072	591,072
Cash Flow	88,635	96,863	105,096	113,327	121,552
Debt Coverage Ratio	1.15	1.16	1.18	1.19	1.21

	Year 6	Year 7	Year 8	Year 9	Year 10
Eff. Gross Income	1,342,843	1,369,700	1,397,094	1,425,036	1,453,537
Less Oper. Expenses	622,006	640,666	659,886	679,683	700,073
Net Income	720,837	729,034	737,208	745,353	753,463
Less Debt Service	591,072	591,072	591,072	591,072	591,072
Cash Flow	129,765	137,962	146,136	154,281	162,391
Debt Coverage Ratio	1.22	1.23	1.25	1.26	1.27

	Year 11	Year 12	Year 13	Year 14	Year 15
Eff. Gross Income	1,482,608	1,512,260	1,542,505	1,573,355	1,604,822
Less Oper. Expenses	721,076	742,708	764,989	787,939	811,577
Net Income	761,532	769,552	777,516	785,416	793,245
Less Debt Service	591,072	591,072	591,072	591,072	591,072
Cash Flow	170,460	178,480	186,444	194,344	202,173
Debt Coverage Ratio	1.29	1.30	1.32	1.33	1.34

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

U. Building-by-Building Information

Must Complete

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

Bldg #	BIN if known	NUMBER OF		Please help us with the process: DO NOT use the CUT feature DO NOT SKIP LINES BETWEEN BUILDINGS	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			20052 Garden Center Court		Ashburn	VA	20147				\$0				\$0	\$42,220,545	11/01/27	9.00%	\$3,799,849				
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.										\$0				\$0				\$42,220,545				\$3,799,849			
Totals from all buildings										\$0				\$0				\$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.

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Dogwood Farm Station 9% Owner LLC
By: Dogwood Farm Station 9% Manager LLC
By: Wellington Development, LLC

By:

Its: President


(Title)

V. STATEMENT OF ARCHITECT

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

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

Legal Name of Architect:	Scott Matties
Virginia License#:	0401013111
Architecture Firm or Company:	Wiencek+ Associates

By:	
Its:	Executive Vice-President
	(Title)

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

V. Previous Participation Certification

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant (entity): Dogwood Farm Station 9% Owner LLC

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

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

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

Accordingly, I hereby certify the following:

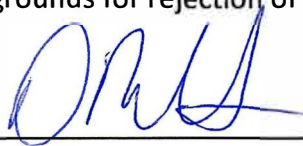
1. All the statements made within this Certification are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and any statements attached to this certification, and I will immediately alert Virginia Housing should I become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

imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a state and punishable by imprisonment of two years or less.
Virginia Housing | Federal Housing Credit Manual 100

8. None of the Participants have been suspended, debarred or otherwise restricted by any federal or state governmental entity from doing business with such governmental entity.
9. None of the Participants have defaulted on an obligation covered by a surety or performance bond and has not been the subject of a claim under an employee fidelity bond.
10. No Participant is a Virginia Housing employee or a member of the immediate household of any Virginia Housing employee.
11. None of the Participants participate in the ownership of a multifamily rental housing property as of this date on which construction has stopped for a period in excess of 20 days or, in the case of a multifamily rental housing property assisted by any federal or state governmental entity, which has been substantially completed for more than 90 days but for which requisite documents for closing, such as the final cost certification, have not been filed with such governmental entity.
12. None of the Participants have been found by any federal or state governmental entity or court to be in noncompliance with any applicable civil rights, equal employment opportunity or fair housing laws or regulations.
13. No Participant was a principal in any multifamily rental property which has been found by any federal or state governmental entity or court to have failed to comply with Section 42 of the Internal Revenue Code of 1986, as amended, during the period of time in which the Participant was a Principal of the owner of such property (this does not refer to corrected 8823's).
14. No Participants are currently named as a defendant in a civil lawsuit arising out of their ownership or other participation in a multi-family housing development where the amount of damages sought by plaintiffs (i.e., the ad damnum clause) exceeds One Million Dollars (\$1,000,000).
15. No Participant has pursued a Qualified Contract or planned foreclosure in Virginia after January 1, 2019.

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

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



Signature

Benjamin C. Miller

Printed Name

3/1/2025

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Dogwood Farm Station 9% Owner LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

W.

LIHTC SELF SCORE SHEET**Self Scoring Process**

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

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

MANDATORY ITEMS:

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

Included

Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y
Y

- Y or N
- Y or N
- Y or N
- Y or N
- Y or N
- Y or N
- Y or N
- Y or N
- Y, N, N/A
- Y or N
- Y or N
- Y or N
- Y or N
- Y or N

Score

0
0
0
0
0
0
0
0
0
0
0
0
0
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
- or e. Location in a revitalization area with resolution or by locality
- or f. Location in a Opportunity Zone
- g. Location in a Medium to High level Economic Development Jurisdiction
- h. Location on land owned by Tribal Nation

Y
N
N
N
Y
N
Y
N

- 0 or -50
- 0 or -25
- 0 to 10
- 0 or 10
- 0 or 15
- 0 or 15
- 0 or 5
- 0 or 15

0.00
0.00
0.00
0.00
15.00
0.00
5.00
0.00

Total:

20.00

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) in Northern Virginia or New Construction pool
- f. Census tract with <12% poverty rate
- g. Development provided priority letter from Rural Development
- h. Dev. located in area with increasing rent burdened population

Y
N
18.70%
N
N
0%
N
Y

- 0 or up to 5
- 0 or 20
- Up to 60
- 0 or 5
- up to 40
- 0, 20, 25 or 30
- 0 or 15
- Up to 20

5.00
0.00
37.40
0.00
0.00
0.00
0.00
20.00

Total:

62.40

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			91.00
b. <removed for 2025>			0.00
c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Proximity to public transportation	Y20	0, 10 or 20	20.00
e. Development will be Green Certified	Y	0 or 10	10.00
f. Units constructed to meet Virginia Housing's Universal Design standards	100%	Up to 15	15.00
g. Developments with less than 100 low income units	Y	up to 20	11.20
h. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
i. Meets Target Population Development Characteristics	N	0 or 10	0.00
Total:			167.20

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$154,700	\$73,300

a. Less than or equal to 20% of units having 1 or less bedrooms	N	0 or 15	0.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	0.00%	Up to 15	0.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	11.11%	Up to 10	10.00
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	11.11%	Up to 10	10.00
e. Units in Higher Income Jurisdictions with rent and income at or below 50% of AMI	50.00%	Up to 50	50.00
f. Units in Higher Income Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	50.00%	Up to 50	0.00
Total:			70.00

5. SPONSOR CHARACTERISTICS:

a. Socially Disadvantaged Principal owner 25% or greater	Y	0 or 30	30.00
b. Veteran Small Business Principal owner 25% or greater	N	0 or 30	30.00
c. Developer experience - uncorrected life threatening hazard	N	0 or -50	0.00
d. Developer experience - noncompliance	N	0 or -15	0.00
e. Developer experience - did not build as represented (per occurrence)	0	0 or -2x	0.00
f. Developer experience - failure to provide minimum building requirements (per occurrence)	0	0 or -50 per item	0.00
g. Developer experience - termination of credits by Virginia Housing	N	0 or -10	0.00
h. Developer experience - exceeds cost limits at certification	N	0 or -50	0.00
i. Developer experience - more than 2 requests for Final Inspection	0	0 or -5 per item	0.00
j. Management company rated unsatisfactory	N	0 or -25	0.00
Total:			60.00

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 100	96.48
Total:			96.48

7. BONUS POINTS:

a. Extended Use Restriction beyond 15 year compliance period	35	Years	40 or 70	70.00
or b. Nonprofit or LHA purchase option/ ROFR	N		0 or 60	0.00
or c. Nonprofit or LHA Home Ownership option	N		0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	N		Up to 30	0.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N		0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y		up to 10	7.00
g. Team member with Veteran Owned Small Business Certification	Y		up to 10	10.00
h. Commitment to electronic payment of fees	Y		0 or 5	5.00
i. Zero Ready or Passive House certification from prior allocation	N		0 or 20	0.00
Total:				92.00

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

TOTAL SCORE: 568.08

Enhancements:

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	40.00
c. LED Kitchen Light Fixtures	2	2.00
d. Cooking surfaces equipped with fire suppression features	2	2.00
e. Bath Fan - Delayed timer or continuous exhaust	3	0.00
f. Baths equipped with humidistat	3	3.00
g. Watersense labeled faucets, toilets and showerheads (without Green Certification)	3	0.00
h. Rehab only: Infrastructure for high speed internet/broadband	5	0.00
i. Each unit provided free individual high speed internet access	15	15.00
j. USB in kitchen, living room and all bedrooms	1	1.00
k. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
l. Provides Permanently installed dehumidification system	5	5.00
m. All interior doors within units are solid core	3	3.00
n. Installation of Renewable Energy Electric system	10	10.00
o. New Construction: Balcony or patio	4	0.00

86.00

All elderly units have:

p. Front-control ranges	1	1.00
q. Independent/suppl. heat source	1	1.00
r. Two eye viewers	1	1.00
s. Shelf or Ledge at entrance within interior hallway	2	2.00
		5.00

Total amenities: **91.00**

X.

Development Summary

Summary Information

2025 Low-Income Housing Tax Credit Application For Reservation

Deal Name:Dogwood Farm Station Apartments 9%

Cycle Type:9% Tax Credits

Allocation Type:New Construction

Total Units72

Total LI Units72

Project Gross Sq Ft:82,735.17

Green Certified?TRUE

Requested Credit Amount:\$1,600,000

Jurisdiction:Loudoun County

Population Target:Elderly

Owner Contact:Benjamin Miller

Total Score568.08

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$22,550,707	\$313,204	\$273	\$591,072
Grants	\$0	\$0		
Subsidized Funding	\$7,100,000	\$98,611		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$22,569,897	\$313,471	\$273	59.45%
General Req/Overhead/Profit	\$1,964,600	\$27,286	\$24	5.17%
Other Contract Costs	\$694,234	\$9,642	\$8	1.83%
Owner Costs	\$7,285,396	\$101,186	\$88	19.19%
Acquisition	\$2,700,000	\$37,500	\$33	7.11%
Developer Fee	\$2,750,000	\$38,194	\$33	7.24%
Total Uses	\$37,964,127	\$527,280		

Income

Gross Potential Income - LI Units\$1,280,268

Gross Potential Income - Mkt Units\$0

Subtotal\$1,280,268

Less Vacancy %5.00%\$64,013

Effective Gross Income\$1,216,255

Rental Assistance?FALSE

Expenses		
Category	Total	Per Unit
Administrative	\$146,368	\$2,033
Utilities	\$46,820	\$650
Operating & Maintenance	\$147,638	\$2,051
Taxes & Insurance	\$177,722	\$2,468
Total Operating Expenses	\$518,548	\$7,202
Replacement Reserves	\$18,000	\$250
Total Expenses	\$536,548	\$7,452

Cash Flow

EGI\$1,216,255

Total Expenses\$536,548

Net Income\$679,707

Debt Service\$591,072

Debt Coverage Ratio (YR1):1.15

Total Development Costs	
Total Improvements	\$32,514,127
Land Acquisition	\$2,700,000
Developer Fee	\$2,750,000
Total Development Costs	\$37,964,127

Proposed Cost Limit/Sq Ft:\$422

Applicable Cost Limit/Sq Ft:\$520

Proposed Cost Limit/Unit:\$484,918

Applicable Cost Limit/Unit:\$550,481

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	64
# of 2BR	8
# of 3BR	0
# of 4+ BR	0
Total Units	72

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	8	8
40% AMI	0	0
50% AMI	28	28
60% AMI	36	36
>60% AMI	0	0
Market	0	0

Income Averaging?TRUE

Extended Use Restriction?50

Y. Efficient Use of Resources

Credit Points (updated in 2025):

If the Combined Max Allowable Credits is \$500,000 and the annual credit requested is \$200,000, you are providing a 60% savings for the program. This deal would receive all 100 credit points.

For another example, the annual credit requested is \$300,000 or a 40% savings for the program. Using a sliding scale, the credit points would be calculated by the difference between your savings and the desired 60% savings. Your savings divided by the goal of 60% times the max points of 100. In this example, $(40\%/60\%) \times 100$ or 66.67 points.

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

Combined Max	\$3,799,849
Credit Requested	\$1,600,000
% of Savings	57.89%
Sliding Scale Points	96.48

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Dogwood Farm Station 9% Manager LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Tango Charlie Affordable Housing LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Hybla Valley Group LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.					Y/N					
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Wellington Development LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Benjamin C. Miller

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.	Tuscarora Crossing Phase 2	Leesburg, VA	Tuscarora Crossing Phase 2 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
4.	Old Arcola Elementary School Apartments	Sterling, VA	Old Arcola Elementary 9% & 4% Owner LLC	(703) 624-1529	Y	72	72	Est 2026	Est 2027	N
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: James H. Edmondson

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.	Tuscarora Crossing Phase 2	Leesburg, VA	Tuscarora Crossing Phase 2 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
4.	Old Arcola Elementary School Apartments	Sterling, VA	Old Arcola Elementary 9% & 4% Owner LLC	(703) 624-1529	Y	72	72	Est 2026	Est 2027	N
5.	Mt. Sterling Senior	Sterling, VA	Mt. Sterling Senior 9% & 4% Owner LLC	(703) 624-1529	Y	98	98	8/29/2022	9/6/2023	N
6.	Milestone Senior	Washington, DC	Milestone Senior Owner & 4% Owner LLC	(703) 624-1529	Y	60	60	11/8/2019	8/5/2020	N
7.	2321 4th Street	Washington, DC	2321 4th Street LLC	(703) 624-1529	N	116	116	5/13/2016	10/24/2017	N
8.	2nd E&G Co-Op	Washington, DC	2nd E&G Co-Op Owner LLC	(703) 624-1529	N	78	64	7/26/2013	9/14/2015	N
9.	E&G DC Co-Op	Washington, DC	E&G DC Co-Op Owner LLC	(703) 624-1529	N	134	102	12/31/2011	4/5/2013	N
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: The James H. Edmondson Investment Trust

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.	Tuscarora Crossing Phase 2	Leesburg, VA	Tuscarora Crossing Phase 2 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
4.	Old Arcola Elementary School Apartments	Sterling, VA	Old Arcola Elementary 9% & 4% Owner LLC	(703) 624-1529	Y	72	72	Est 2026	Est 2027	N
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: James H. Edmondson, Trustee - (The James H. Edmondson Investment Trust)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.	Tuscarora Crossing Phase 2	Leesburg, VA	Tuscarora Crossing Phase 2 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
4.	Old Arcola Elementary School Apartments	Sterling, VA	Old Arcola Elementary 9% & 4% Owner LLC	(703) 624-1529	Y	72	72	Est 2026	Est 2027	N
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Seth Opoku-Yeboah

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

* 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.

Tab A:

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

Operating Agreement of Dogwood Farm Station 9% Owner LLC

This Operating Agreement (the “**Agreement**”) of Dogwood Farm Station 9% Owner LLC (the “**Company**”), a limited liability company organized pursuant to Chapter 12 of Title 13.1 of the Code of Virginia (the “**Act**”), is entered into by Dogwood Farm Station 9% Manager LLC, a Virginia limited liability company, as the sole member of the Company (the “**Manager**”), effective as of August 26, 2024.

1. **Name.** The name of the limited liability company will be “Dogwood Farm Station 9% Owner” and its principal business office is located at 1651 Old Meadow Road, Suite 305, McLean, VA 22102.
2. **Purpose and Powers.** The purposes of the Company are (i) to purchase, develop, own, construct, rehabilitate, subdivide, lease, finance, refinance, operate, manage and sell real property and the improvements thereon, located in Loudoun County, Virginia, and (ii) to undertake any other activity which a company may lawfully undertake under the Act.
3. **Separateness.** The Company will conduct its business and operations in its own name and will maintain books and records and bank accounts separate from those of any other person or entity.
4. **Management.** The Company will be member-managed. Manager will carry the title of “**Manager**” and will exercise full and exclusive control over the affairs of the Company. The Manager may appoint officers and agents for the Company and give them such titles and powers as the Manager may choose. Any action taken by the Manager 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 Manager, will be an action of the Company.
5. **Allocations 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 Manager.
6. **Distributions.** All distributions with respect to a membership interest in the Company will be made 100% to the Manager.
7. **Capital Contribution.** The capital contribution of the Manager to the Company is \$100.
8. **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 Manager to dissolve.
9. **Fiscal Year.** The fiscal year of the Company will be the calendar year.
10. **No Liability of Member and Others.** The Manager and its agents and any officers and agents of the Company will not be liable for the Company’s liabilities, debts or obligations, all of which will 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 Agreement will not be grounds for imposing personal liability on the Manager or any officer.

11. **Indemnification.** The Company will indemnify and defend the Manager and its 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.
12. **Amendment.** This Agreement may be amended only by written instrument executed by the Manager and indicating an express intention to amend this instrument.
13. **Right of First Refusal.** The Member acknowledges and agrees that the Company may, after the date hereof, enter into a Right of First Refusal and Purchase Option Agreement with a non-profit corporation, which will grant the non-profit corporation the right to purchase the affordable housing project to be developed by the Company after the end of the low-income housing tax credit compliance period.
14. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

[signature page follows]

[Signature page to Operating Agreement of Dogwood Farm Station 9% Owner LLC]

SOLE MEMBER & MANAGER:

DOGWOOD FARM STATION 9% MANAGER LLC,
a Virginia limited liability company

By: Wellington Development, LLC,
a Virginia limited liability company

Its: Manager

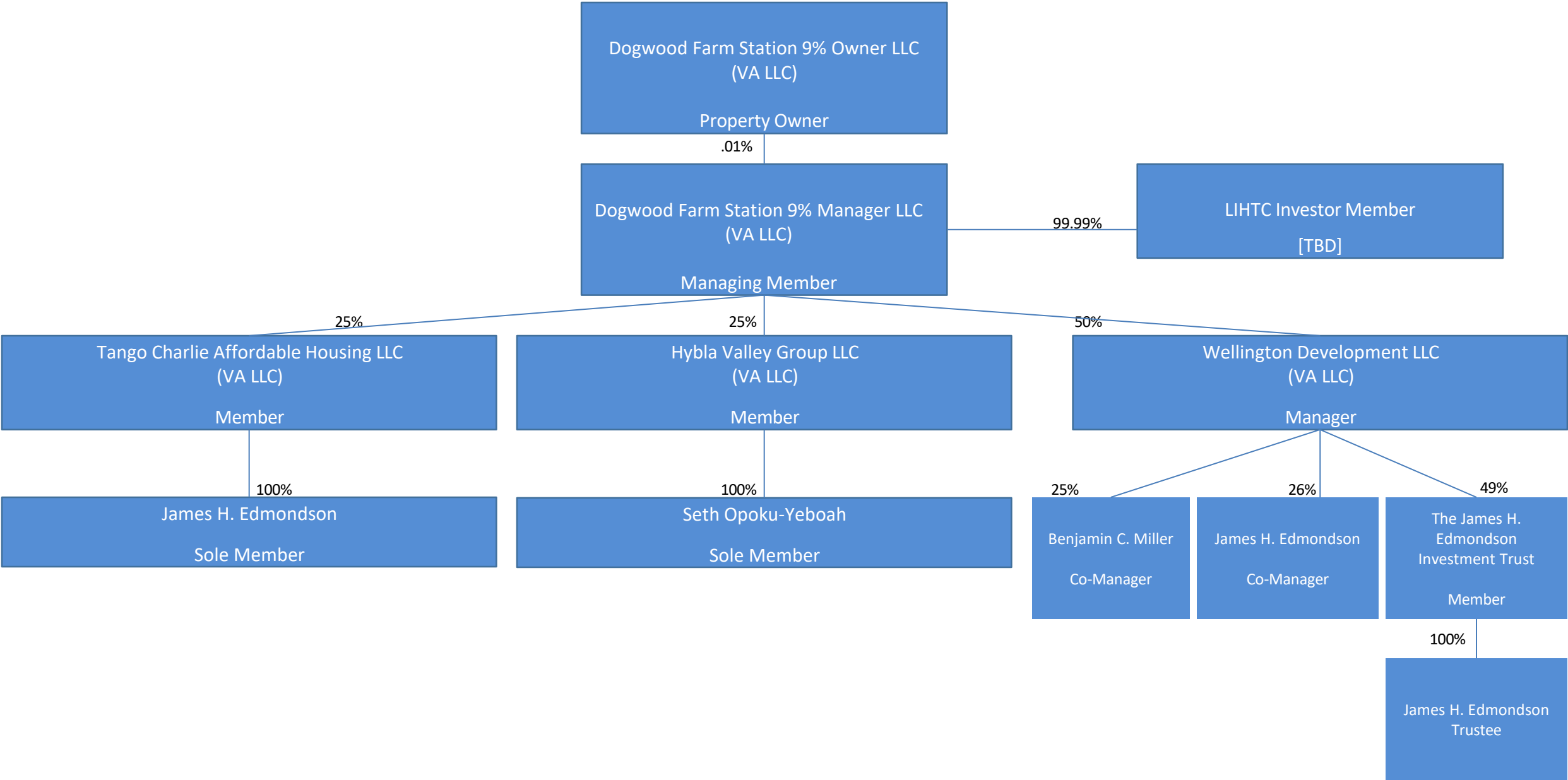
By:



Benjamin Miller

Its: Co-Manager

Dogwood Farm Station 9% Owner LLC Ownership Structure



Tab B:

Virginia State Corporation Commission Certification
(MANDATORY)

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, August 26, 2024

This is to certify that the certificate of organization of

Dogwood Farm Station 9% Owner LLC

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

Effective date: August 26, 2024



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

Commonwealth of Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Dogwood Farm Station 9% Owner 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 August 26, 2024; 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:

February 7, 2025

A handwritten signature in black ink, appearing to read "Bernard J. Logan".

Bernard J. Logan, Clerk of the Commission

Tab C:

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

HUDSON

HOUSING CAPITAL

March 12, 2025

Ben Miller
Wellington Development, LLC
1651 Old Meadow Road, Suite 305
McLean, VA 22102

Re: **Dogwood Farm Station Apartments 9%, Ashburn, Virginia**

Dear Ben:

Thank you for providing Hudson Housing Capital LLC (“Hudson”) with the opportunity to extend a purchase offer for the investor member interest in the company that will own Dogwood Farm Station 9% Owner LLC (the “Company”).

Hudson is a Delaware limited liability company formed to directly acquire limited partnership interests in limited partnerships and member interests in limited liability companies which own apartment complexes qualifying for low-income housing tax credits (“Tax Credits”) under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”).

Set forth is our proposal as to the basic business terms under which Hudson or its designee (“Investor”) will acquire a 99.99% interest in the company which will own a 72-unit complex in Ashburn, Virginia (the “Property”). Wellington Development (“Wellington”, the “Developer”) will be the developer of the Property and a special purpose entity will be the Managing Member under the operating agreement to be entered into between the parties (the “Operating Agreement”). Subject to review of financial statements, Wellington Development and additional approved guarantors (collectively, the “Guarantor”) shall jointly and severally guarantee the following obligations of the Managing Member: 1) Development Deficit Guarantee, 2) Repurchase, 3) Adjusters, 4) Environmental, 5) Social Service Obligation (if any), 6) Paying off Developer Fee when due, 7) Obligation to pay fees in event of a default (Developer Fee), 8) General Indemnity, and 9) Operating Deficits. The Guarantor will be required to maintain a minimum liquidity and net worth of \$3MM and \$10MM (the “Net Worth and Liquidity Covenant”). An affiliate of the Investor will be admitted to the Company as a special member (the “Special Investor Member” or “SLP”) with limited supervisory rights.

You have further advised us that the Property is expected to receive an allocation of 9% Tax Credits in the annual amount of \$1,600,000. Additionally, you have advised us that 100% of the 72 units will qualify for Tax Credits.

I. Equity Investment

Assuming a closing of June 1, 2026, the Investor will contribute to the Company a total of approximately \$14,080,000 (the “Total Equity”) or \$0.88 (the “Tax Credit Ratio”) per total Tax Credit available to the Investor, payable in the following installments:

Contribution	Contribution %	Timing
First	10%	Closing
Second	85%	Later of January 31, 2028 100% Construction Completion and VHDA Conversion
Third	3%	Later of April 30, 2028 and achievement of Breakeven Operations
Fourth	2%	Issuance of 8609s

- A. *First Capital Contribution.*** The Investor will fund the First Capital Contribution at Closing.
- B. *Second Capital Contribution.*** The Second Capital Contribution will be paid upon the later of January 31, 2028 and the satisfaction of the conditions set forth in the Operating Agreement, which are principally as follows: (i) lien-free construction completion of the Property substantially in accordance with the Plans and Specifications in a workmanlike manner approved by Hudson, as evidenced by Unconditional Lien waivers from the General Contractor and Sub Contractors, except for liens that are bonded or insured over as approved by the SLP and except for punch list items that do not materially affect occupancy of the Property (please see Exhibit A); (ii) issuance of Certificates of Occupancy for 100% of the units in the Property; (iii) receipt of an audited Tax Credit cost certification from independent accountants to the Company (the “Accountants”) setting forth the eligible basis and the total available Tax Credits; (iv) if not received at the Initial Closing, receipt of a carry-over allocation; (v) receipt of a pay-off letter from the general contractor or sub-contractors, except for liens that are bonded or insured over as approved by the SLP and except for punch list items described in (i) above, as applicable; (vi) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (vii) receipt of prior year's income tax returns in the event such returns are then due; and (viii) closing of the permanent first mortgage loan (“Permanent Loan Closing”).
- C. *Third Capital Contribution.*** The Third Capital Contribution will be paid upon the later of April 30, 2028 and the satisfaction of the conditions set forth in the Operating Agreement, which are principally as follows: (i) achievement of Breakeven Operations for 3 consecutive months (“Breakeven Date”); (ii) receipt of prior year’s income tax returns in the event such returns are then due; (iii) receipt of a final Tax Credit cost certification from the Accountants as to the amount of Tax Credits the Company will claim and the amount allocable to each partner (the “Final Certification”); (iv) receipt of prior year’s income tax returns in the event such returns are then due; (v) receipt and approval of initial tenant files;

and (vi) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant).

“Breakeven” shall mean that, for each such month, occupancy is at least 95% and that Property income (with rents not to exceed maximum allowed tax credit rents net of the applicable utility allowances) excluding the Commercial Space Income, exceeds the greater of underwritten expenses or actual expenses, including replacement reserves, reassessed taxes, and permanent loan debt service (calculated on a stabilized and accrual basis) and generates debt service coverage of not less than 1.15 on all mandatory debt assuming the greater of actual or a 5.00% vacancy rate on the residential income.

D. *Fourth Capital Contribution.* The Fourth Capital Contribution will be paid upon the satisfaction of the conditions set forth in the Operating Agreement, which are principally as follows: (i) satisfactory financial condition of the Guarantors (i.e., compliance with the Net Worth and Liquidity Covenant); (ii) receipt of Form 8609 with respect to all buildings constituting the Property; and (iii) receipt of a tax return and an audited financial statement for the year in which the Breakeven Date occurred.

In the event such tax return and audited financial statement are not due at such time, \$15,000 of the Fourth Capital Contribution shall be held back and released upon receipt of such items.

Our offer is also contingent on the following financing sources and assumptions:

- a.** Construction loan in the approximate amount of \$27,370,000;
- b.** VHDA Taxable Financing in the following three tranches:
 - i. First Tranche Taxable loan in the approximate amount of \$3,470,707 with a term of 35 years and 6.47% interest rate;
 - ii. REACH Plus financing in the amount of \$3,000,000 with a 35-year term and 3.95% interest;
 - iii. REACH financing in the amount of \$2,880,000 with a 35-year term and 3.95% interest;
- c.** VA Housing Trust Fund Loan in the amount of \$2,000,000, with a 30-year term and 0% interest.
- d.** Loudoun Housing Trust Fund Loan in the amount of \$5,000,000 with a 35-year term, 2.0% simple interest, and payments payable from Net Cash Flow;
- e.** Fellowship Loan in the amount of \$2,000,000, with a 30-year term, 5% interest, and payment from Net Cash Flow;
- f.** A HIEE Loan in the amount of \$2,000,000, with a 30-year term and 0% interest.
- g.** A HOME Loan in the amount of \$1,000,000, with a 30-year term and 3% interest.

- h.* A Sponsor Loan in the amount of \$1,100,000 contributed at closing, with a 30-year term, 0% interest, and payment from Net Cash Flow
- i.* Commercial Space means the commercial space to be leased to Wellington (or an affiliate or subsidiary of Wellington) under a Master Lease. Master Lease means that triple-net lease covering the Commercial Space with the Wellington as master tenant. The Master Lease shall have a minimum term of 15 years and will be executed at Closing. The General Partner will indemnify the investor members against any claim related to the Commercial Space. Master Lease income will not be underwritten for permanent debt sizing.
- j.* Our pricing assumes the Partnership will depreciate real property over 30 years and bonus depreciation in the year the Property is placed in service on sitework and personal property; and
- k.* Our proposal assumes that all of the debt will be structured as nonrecourse debt from a third party for tax purposes.

II. Developer Fee

The Developer shall receive a Developer Fee of \$2,750,000, of which a portion is expected to be available from capital sources (the “Cash Developer Fee”). The Cash Developer Fee shall be paid as follows: i) 30% of the estimated Cash Developer Fee (i.e., the non-deferred portion of the Developer Fee) shall be paid at closing; ii) 54% of the Cash Developer Fee less amounts already paid as recalculated at the time of the Second Capital Contribution; and iii) the balance shall be paid from the Third and Fourth Capital Contribution to the extent funds are available. The minimum amount of cash fee will be determined during underwriting. You have represented that the amount of the Developer Fee does not exceed the amount permitted to be paid by the tax credit allocating agency. Note that the Developer Fee Schedule is subject to final underwriting and sufficient funds being available to resize the debt.

III. Incentive Management Fee

The Managing Member shall receive an Incentive Lease Up fee for the initial lease up to 1/12 of the actual annual lease value which shall be paid as set out in the cash flow waterfall in Section V below.

IV. Property Management Fee

The Managing Member may retain E&G Property Services LLC, which will not be considered to be affiliated with the Managing Member, to be the managing agent for the Property on commercially reasonable terms. The management agreement, to be approved by the Investor, shall have an initial term of 1 year and shall be renewable annually thereafter, shall provide for an annual management fee not to exceed 7% of gross effective income, and shall otherwise be on commercially reasonable terms (including a termination right by the Managing Member in the event of fraud/gross negligence or material default by the managing agent). If the managing agent is affiliated with the Managing Member, the management agreement shall provide for a deferral of up to 100% of the management fee in the event that the property does not generate positive Cash Flow.

V. Cash Flow Distributions

Cash flow from the Property, after payment of operating expenses (including any current and deferred property management fees from prior years, debt service), replenishment of required reserves (including any reserve payments which were not made due to insufficient cash flow) and payment of any tax liability incurred by the Investor Member ("Cash Flow"), shall be distributed annually (subsequent to the Breakeven Date) as follows:

- a. 50% of Net Cash Flow to payment of the Loudoun County Loan until the deferred Developer fee is paid in full and then 75% of Net Cash Flow to payment of the Loudoun County Loan;
- b. to maintain the Minimum Balance in the Operating Reserve;
- c. to payment of any amounts owed to the Investor Member;
- d. to payment of any Operating Deficit Loans, if any;
- e. to the Developer Fees including interest until paid in full;
- f. to payment of any Development Deficit Loans, if any;
- g. 90% of Cash Flow after V(f) to the Managing Member as a preferred return with an equivalent allocation of income; and
- h. The remaining amount to be distributed to the members in accordance with the ownership interests.

VI. Sale or Refinancing Proceeds

Net sale or refinancing proceeds (i.e., after payment of, outstanding debts, liabilities other than to the Managing Member and its affiliates and expenses of the Company and establishment of necessary reserves) shall be distributed as follows:

- a. Repayment of outstanding loans by the Investor Members, if any;
- b. Payment of amounts due to the investor members under the Tax Credit Adjuster;

- c. Repayment of outstanding loans by the Managing Member including the Developer Fee Note and any Operating Deficit loans; and
- d. 10% to the Investor and 90% to the Managing Member, with the investor share in no event being less than its tax liability from sale proceeds.

Option

The Managing Member shall have a non-assignable option in substantially the form attached as Exhibit B.

Investor shall have the right to put its interest to the Managing Member for \$100.

VII. Investor Member Commitments

- A. Low Income Housing Tax Credit Adjustment.** Our offer is based upon the assumption that the Company will qualify for and claim \$300,000 in 2027, the full amount of the Company's Tax Credit allocation, \$1,600,000, for each year from 2028 through 2036, and \$1,300,000 in 2037.

(i) Adjustments during equity payment (construction and lease-up) period

Volume Adjuster

In the event that either the Form 8609's or the Final Certification indicate that the Property will not generate the projected aggregate amount of Tax Credits (other than as specified below), the Operating Agreement will provide for a return of such capital, an adjustment in the amount of any unpaid Capital Contributions and/or a payment by the Managing Member to the Investor, sufficient to restore the Tax Credit Ratio as defined above. In the event the Property will generate more Tax Credits than projected, the Investor shall increase its Capital Contribution to maintain the Tax Credit Ratio up to an amount not to exceed 2% of the Total Equity less any upward timing adjuster payment.

Downward Timing Adjuster

Notwithstanding the preceding paragraph, in the event that the Final Certification specifies that, while the aggregate amount of Tax Credit allocable to the Company is unchanged, the amount of Tax Credits allocable to the Company in 2028 is less than the amounts specified above for the corresponding year(s), the Second, Third, and Fourth Capital Contribution(s) will be reduced by \$0.55 for each dollar by which such amounts exceed the amount of Tax Credits allocable to the Company for such period.

Upward Timing Adjuster

In the event that the amount of Tax Credits allocable to the Company in 2028 is greater than the amounts specified above for the corresponding year(s), the Total Equity shall be increased by an amount equal to \$0.40 for each dollar by which such amounts are less than the amount of actual Tax Credits allocated to the Company for such period but in no event shall the increased equity price be in excess of \$100,000.

Downward Timing Adjuster for 8609 Delay

In the event the Actual Credit with respect to the Low-Income Housing Tax Credits for 2028 is less than the amounts specified above for the corresponding year(s), but such amount is available for the 2029 tax year due solely to the failure of the Agency to deliver IRS Form 8609 required to be attached to the 2027 tax return of the Company for the Apartment Complex (an "8609 Deferral"), and provided the Company has delivered all items to the Agency, including the final Cost Certification, to enable the Agency to complete IRS Form 8609, the 2027 shortfall shall be multiplied by six percent (6%).

If the Investor chooses not to purchase additional credits in an amount which would be greater than \$100,000, the Investor's interest will be reduced prorata with the credits purchased and the total credits available.

(ii) Adjustments during compliance period

- a. **Compliance Adjuster.** After the Form 8609's have been issued, in the event that the actual amount of Tax Credits which may be claimed by the Company is less than the amount specified in such Forms, the Managing Member shall reimburse the Investor on a dollar-for-dollar basis for each lost dollar of Tax Credits plus any resulting penalties or taxes due. Similarly, if there is a recapture of Tax Credits (except from the sale or transfer of the Investor's interest in the Company, or due to a change of applicable tax law), the Managing Member shall upon demand indemnify the Investor and its members against any Tax Credit recapture liability (including interest, penalties and any reasonable related legal or accounting costs) which they may incur during the Compliance Period. Any fees or Cash Flow payable to the Managing Member, or its affiliates, will be subordinated to any required payment pursuant to this paragraph.
- b. **Development Deficit Guarantee.** The Managing Member shall be responsible for completion of the Property in a workmanlike manner, in accordance with approved plans and specifications, free and clear of all liens. To the extent that the costs of construction and operations until the Breakeven Date exceed the amount of any funding by approved permanent third-party lenders, any unpaid Developer Fees and the amount of the Investor's capital commitment (adjusted as set forth above), the Managing Member shall pay all such costs and expenses connected with development and construction of the Property, including all operating expenses of the Property until the Breakeven Date has been achieved and funding of reserves. Funds not to exceed \$500,000 advanced by the Managing Member for Development Deficits shall be treated as "Development Deficit Loans". Excess Development Costs shall include the deferral of the Developer Fee provided it can

be demonstrated to the reasonable satisfaction of Hudson that the deferred portion of the fee can be repaid over the 15-year compliance period. The contractor will be required to provide a payment and performance bond or 15% letter of credit. Additionally, an “owner’s” construction contingency in an amount equal to 5% of the construction contract amount shall be included in the development budget and shall be outside of the contractor’s control.

- c. ***Operating Deficit Guarantee and Operating Reserve.*** The Managing Member shall make interest free loans to the Company (repayable from cash flow and/or sale and refinancing proceeds as described above) equal to any Operating Deficits (including the Minimum Deposit described in VI e. below) incurred during the period beginning on the Breakeven Date and ending on the fifth anniversary of Breakeven Operations provided that the previous 12 months operations have met the Breakeven Operations and after the replenishment of the Operating Reserve to the Minimum Balance, in an amount not to exceed six months of underwritten operating expenses (including deposits to the replacement reserve and debt service) in the aggregate.

The Managing Member shall cause the company to fund an operating reserve (the “Operating Reserve”) in an amount equal to six months of underwritten operating expenses including the replacement reserves and any required debt service if applicable (the “Minimum Balance”), at the time of the Third Capital Contribution. The Managing Member shall be required to fund this reserve. The Operating Reserve shall be maintained for the duration of the compliance period and any draws from this Reserve shall require the consent of the SLP and shall be replenished from Cash Flow up to the Minimum Balance. Up to 50% of the initial balance of the Operating Reserve may be drawn from the Operating Reserve in the event of an Operating Deficit prior to the funding under the Operating Deficit Guarantee prior to the expiration of the Operating Deficit Guaranty to cover operating deficits.

The Operating Reserve shall be released through the waterfall set out in section V above at the end of the 15-year compliance period provided that the property has achieved Breakeven Operations in the previous 12 months and is projected to maintain Breakeven Operations for the following 2-year period trending actual income at 2% and actual expenses at 3%.

- d. ***Obligations of Managing Member.*** Immediately following the occurrence of any of the following events, (x) the Managing Member shall admit the Special Member or its designee as the managing member of the Company and, at the option of the Investor, withdraw from the Company; or, (y) at the option of the Investor with respect to any of the events described in clauses (i) through (vi) below, repurchase the Investor's interest in the Company: (i) an IRS Form 8609 is not issued with respect to each of the buildings in the Property in a timely manner after each such building has been placed in service (unless such delay is caused exclusively by the Agency and the General Partner has used its best efforts to obtain such Forms); (ii) the Property is not fully placed in service by the date that is 6 months after the projected completion date; (iii) if the Property loan together with any replacement or

supplemental loan approved by the Special Member is not sufficient to balance the sources and uses of funds; (failure to achieve Breakeven is specifically not a trigger of Repurchase); (iv) the Company fails to meet the minimum set aside test (as defined in Section 42 of the Code) or fails to execute and record a Tax Credit Extended Use Commitment by the close of the first year of the Credit Period; (v) the Company shall have been declared in default by any mortgage lender or under the tax credit allocation or foreclosure proceedings have been commenced against the Property and such default is not cured or such proceeding is not dismissed within 30 days; (Investor can only cause a repurchase in connection with this clause (v) if the default described in such clause prior to the requirements of All Capital Contributions have been met; or (vi) there is a material violation of the Operating Agreement by the Managing Member or if the property manager is an affiliate of the Managing Member, a material violation of the management agreement by the manager which causes material adverse harm to the Investor, the Company or the Property and is not cured within the applicable cure period may only result in the removal of the Managing Member and not trigger a Repurchase.

If the Investor elects to have its interest repurchased by the Managing Member, the repurchase price shall be equal to 105% of the Total Equity plus interest at Prime + 1% on capital contributions made to date plus any tax liability incurred by the investor as a result of such repurchase, less any amounts of the Total Equity not funded to date less any credits allocated to the investor that are not subject to recapture or disallowance.

- e. ***Replacement Reserve.*** Commencing with the month following Completion, the Company will make a minimum monthly replacement reserve deposit (the "Minimum Deposit") equal to (on an annualized basis) the greater of (i) \$250 per unit; and (ii) the amount required by the permanent lender. Any interest earned on funds in the replacement reserve account shall become a part thereof.
- f. ***Reporting.*** The Company will be required to furnish Investor with (a) quarterly unaudited financial statements within 45 days after the end of each quarter of the fiscal year; (b) annual audited financial statements within 60 days after the end of each fiscal year; (c) an annual budget for each fiscal year of the Company, not later than November 1 of the preceding year; and (d) the Company's tax returns and K-1 forms within 45 days after the end of each fiscal year. The penalty for any failure to deliver Company tax returns or K-1 forms prior to the specified deadline shall be (i) \$50 per day for the first seven days after such deadline, (ii) \$100 per day for the next seven days, and (iii) \$150 per day thereafter, provided that the amount of such penalty shall not exceed \$5,000 in any year.

VIII. Fees to Affiliates of Hudson

Administrative Expense Reimbursement. An affiliate of Hudson shall receive an annual administrative expense reimbursement from the Company in the amount of \$5,000 from available cash flow, which amount shall be increased annually by the CPI Percentage, but not in excess of 2%. Any unpaid amounts shall accrue.

IX. Representations, Warranties and Covenants

The Managing Member shall make certain representations and warranties as to the Company, the Managing Member and the Property to be set forth in the Operating Agreement.

X. Accountants

The Accountants for the Company shall be CohnReznick Group, or another firm approved by the Investor. The Accountants shall prepare tax and financial reports as set forth in the Operating Agreement, and the Final Certification referred to in I.c., above.

XI. Investment Member Rights

The Operating Agreement will provide certain approval rights as to major actions proposed to be taken by the Managing Member. The Investor shall have the right to remove the Managing Member and the Manager for cause.

XII. Insurance

At the closing, the Managing Member shall provide for title insurance satisfactory to counsel to the Investor in an amount equal to the sum of all Capital Contributions, all mortgage loans and the amount of any Development Fee Note. Prior to the payment of any additional installment of the Capital Contribution, a "date down" of such policy shall be provided. The Managing Member shall provide for (i) liability (general and excess) insurance in an amount of at least \$6,000,000 (adjusted periodically to maintain the coverage as adjusted for inflation), (ii) hazard insurance (including boiler and machinery coverage) and flood insurance (to the extent that the property is in a 100 year flood zone) in an amount of not less than the full replacement value of the Property, (iii) rental loss insurance for a period of 12 months after the date of loss and (iv) law and ordinance coverage with no sublimit, including changes in law and ordinances enacted during the course of reconstruction. Builder's risk insurance shall be provided during construction. Architects and engineers shall submit evidence of errors and omissions coverage, in amounts reasonably satisfactory to the Investor. Workers compensation insurance shall be provided as to any entity with employees working at the Property. All policies shall name the Investor as an additional insured and shall otherwise be subject to Investor approval.

XIII. Indemnity Agreement

The Managing Member shall indemnify the Investor, Hudson and its affiliates, and their respective officers, directors for any losses incurred by investor or Hudson due to any untrue statement of a material fact or omission to state a material fact necessary to make any such statement, in light of the circumstances under which they were made, not misleading, by the Managing Member or its agents set forth in any document delivered by the Managing Member or its agents in connection with the acquisition of the Property, the investment by the Investor in the Company and the execution of the Operating Agreement. The Managing Member will be required to provide an environmental indemnification for the duration of the tax credit compliance period.

XIV. General Conditions

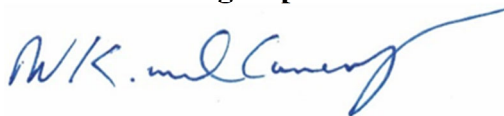
Payment of the Second/Third/Fourth Capital Contributions shall be conditioned upon completion of an appropriate due diligence review by the Investor to confirm that there have been no changes in material circumstances affecting the Property, including (i) receipt of estoppel letter(s) from all lenders; (ii) review of title (including a "date-down" endorsement), survey, environmental and other legal and regulatory matters, (iii) receipt of a "No Change" legal opinion from counsel to the Partnership, and (iv) certification by the General Partner as to the continued accuracy of representations and warranties made in the Partnership Agreement.

XV. Conditions to Closing

Your execution of this letter will also be deemed consent to perform background checks on the principal(s) of the Managing Member and Developer. The Managing Member understands that any consultant, engineering, environmental or other, selected for the project shall be acceptable to the lender and to the equity investor and that the Company shall bear the cost of fees associated with pre-construction feasibility studies, structural analysis, and monthly inspections. At closing, Hudson shall be reimbursed up to \$65,000 for its due diligence related expenses subject to approval of the tax credit allocating agency.

By executing this letter and in consideration of the substantial expenses to be incurred by Hudson and its affiliates in legal and accounting fees and for due diligence, you agree that you and your affiliates will not offer any interest in the Property to any other party unless this Letter is terminated by mutual consent. Approval of this transaction is subject to Investor's satisfactory completion of due diligence and Investment Committee approval in its sole and absolute discretion. If the above proposal is acceptable, please indicate your acceptance by executing two copies and returning one to Hudson at the above address. We look forward to working with you.

Sincerely,
Hudson Housing Capital LLC



By: _____
W. Kimmel Cameron, Jr.
Senior Vice President

ACCEPTED AND AGREED TO
THIS _____ DAY OF _____, 2025

By: _____

**EXHIBIT A
FORM OF CONTRACTOR PAYOFF LETTER**

<<< Company Letterhead >>>

CONTRACTOR PAYOFF LETTER

[DATE]

VIA EMAIL

Hudson Housing Capital LLC
630 Fifth Ave, 28th Floor
New York, New York 10111

Re: [Property Name and Address]

Dear Mr. Anbar:

This is to confirm the following:

1. [General Contractor] has been paid to date in the amount of [\$X,XXX,XXX] as evidenced by the attached unconditional lien waivers from the Contractor and Subcontractors.
2. The outstanding balance, including punch list and retention on the abovementioned construction contract and including all pending change orders (as evidenced by the attached pending change order log) and all amounts owed to all Subcontractors and suppliers for the project, is [\$X,XXX,XXX].
3. There will be no additional change orders.
4. Submitted with this letter are conditional lien waivers from the Contractor and Subcontractors for all amounts less retainage, punch list items, and/or other amounts owed.

Furthermore, the Contractor acknowledges that to the extent punch list items remain to be completed, such punch list shall be completed within ninety (90) days of the date of Substantial Completion, as such term is defined in the Amended and Restated Operating Agreement of [XXXX] dated [XXXXXX].

Sincerely,

Name
Title
General Contractor



March 12, 2025

Mr. Benjamin Miller
Dogwood Farm Station 9% Owner LLC
47818 Scotsborough Square
Potomac Falls, VA 20165

**Re: Dogwood Farm Station 9% Owner LLC (the "Company")
Dogwood Farm Station Apartments 9%, Ashburn, Loudoun County, VA (the "Property")**

Dear Ben:

Thank you for the opportunity to present this letter of interest to make an equity investment in your Company, subject to preliminary and final investor approval. This letter of interest outlines certain terms and conditions that would be the basis of an operating agreement (the "Operating Agreement"), to be entered into among the managing member(s) listed below, an equity fund sponsored by PNC Bank, National Association ("PNC"), as the investor member (the "Investor Member") and a corporation affiliated with PNC as the special investor member (the Special Investor Member").

Based on the information you provided to us, we have prepared this letter of interest under the following terms and assumptions:

1. COMPANY TAX CREDITS

Annual Forecasted Tax Credit:	\$1,600,000
-------------------------------	-------------

2. CAPITAL CONTRIBUTIONS TO THE MANAGING MEMBER

- A. The Investor Member will purchase 99.99% of the forecasted federal low income housing tax credits at a rate of \$0.88 per allocated tax credit dollar credit (the "Investor Member's Capital Contribution"), assuming the foregoing material assumptions are accurate and subject to the terms set forth in this letter and the Operating Agreement to be entered into prior to payment of any installment below. The foregoing pricing assumptions for this application letter of interest are based on current market conditions, which are subject to change in the event of a change in the federal income tax laws or regulations which would have an effect on the benefits PNC expects to receive from the transaction. The total Capital Contribution will be rounded to the nearest dollar and is expected to be \$14,078,592 payable in installments. Each installment is due within five (5) business days of the Investor Member's receipt and approval of documentation evidencing the satisfaction of the installment's and all previous installments' conditions as follows:

- 1) \$1,407,859 or 10.00% (the “First Installment”) paid prior to or simultaneously with the closing of construction financing;
 - 2) \$1,407,859 or 10.00% (“the Second Installment”) upon 50% construction completion;
 - 3) \$9,855,014 or 70.00% (“the Third Installment”) upon 100% construction completion;
 - 4) \$703,930 or 5.00% (“the Fourth Installment”) upon Stabilization;
 - 5) \$703,930 or 5.00% (“the Fifth Installment”) upon receipt of IRS Form(s) 8609.
- B. The Capital Contribution shall be applied by the Company first to direct development costs, then to the payment of the development fee (the “Development Fee”). To the extent the Capital Contribution or net cash flow is not sufficient to pay the full Development Fee within ten years of the construction completion date, the Managing Member shall be obligated to contribute capital to the Company to enable it to pay the remaining balance.
- C. Pursuant to IRS Section 42 Code, LIHTCs follow the tax losses of the Company. PNC would be unable to invest in the Tax Credits without also taking into account the depreciation/amortization and other tax losses.

3. DISTRIBUTION OF NET CASH FLOW

- A. Net cash flow, generated by the Property after payment of operating expenses, debt service and replacement reserve deposits, shall be distributed within 45 days of the end of the fiscal year, prior to the first full year of operations, 100% to the Managing Member, and beginning in the first full year of operations, as follows:
- i) To the Investor Member \$75 per unit as a cumulative annual investor services fee, increasing 3% annually;
 - ii) To the Investor Member as reimbursement for any debts or liabilities owed to the Investor Member;
 - iii) To the developer as payment of the Development Fee until payment in full of the Development Fee;
 - iv) To the Managing Member \$150 per unit, as a cumulative annual company management fee, increasing 3% annually;
 - v) To the Investor Member, to the extent that any Company taxable income is allocated to the Investor Member in any year, cash flow equal to 40% of the taxable income;
 - vi) To the Managing Member as reimbursement for operating deficit loans made to the Company and owed to the Managing Member;
 - vii) Finally, any remaining net cash flow shall be distributed 90% to the Managing Member and 10% to the Investor Member.

4. DISTRIBUTION OF NET CASH PROCEEDS UPON SALE OR REFINANCING

- A. The net cash proceeds upon sale or refinancing shall be distributed in the following order:
- i) To the payment of all debts and liabilities of the Company, excluding those owed to Members, and to the establishment of any required reserves;
 - ii) To the payment of any debts and liabilities owed to the Investor Member;
 - iii) To the payment of any fees, debts, and liabilities owed to the Managing Member and any unpaid company management fees for such year;
 - iv) The balance, 90% to the Managing Member, and 10% to the Investor Member.
- B. For a period of one year after the expiration of the initial compliance period, the Managing Member may commence marketing the Property or may have the option to purchase the Investor Member's interest for a purchase price equal the fair market value of the Investor Member's interest. Fair market value shall be determined in accordance with the Operating Agreement.

At any time after the year following the initial compliance period, PNC and the Managing Member may commence marketing the Property. If PNC receives a bona fide offer to purchase the Property, PNC will forward a copy of the offer to the Managing Member. If the Managing Member chooses to refuse the offer, the Managing Member will purchase the Investor Member's interest for a purchase price equal to the net proceeds pursuant to Section 5 if the offer had been accepted.

5. DISTRIBUTION OF BENEFITS

Profits, losses and tax credits will be allocated 99.99% to the Investor Member based on the percentage of member interest to be acquired. In the first year of operations when the net cash flow is allocated 100% to the Managing Member, any taxable income will be allocated to the Managing Member in the same proportion as the net cash flow distribution.

6. MANAGING MEMBER OBLIGATIONS

A. Construction Completion Obligations

The Managing Member and the Developer shall guarantee lien-free construction completion of all improvements substantially in accordance with the approved plans and specifications. The Managing Member and the Developer shall fund any development cost overruns through permanent loan(s) commencement/conversion and such overruns will not be reimbursed by the Company.

The Managing Member shall provide copies of each draw request, change orders and all supporting documentation to the Investor Member simultaneously with submission to the construction lender. The Investor Member shall have the right to approve change orders in excess of \$25,000. If the general contractor is not an affiliate of the Managing Member, the construction contract shall be a fixed price contract and the general contractor shall be bonded in a manner satisfactory to the Investor Member.

B. Operating Deficit Guaranty and Operating Reserve Account

The Managing Member shall guarantee the funding of any operating deficits for operating or fixed costs for 60 months following the later of the break-even operations or permanent mortgage loan commencement or conversion in a maximum amount to subject to the Investor Member's due diligence review. The company may also establish an operating reserve if the projections change.

C. Replacement Reserve Account

The Company shall deposit monthly into a replacement reserve account no less than \$250 per unit occupied at conversion (the "Replacement Reserve Account"). The Replacement Reserve Account shall be used to fund the replacement of major capital improvements, and disbursements shall require annual notification of anticipated expenditures and prior written approval of unanticipated expenditures.

D. Tax Credit Adjustments

- i) If the annual actual tax credits allocated on the Carryover Allocation or Form(s) 8609 is less than the forecasted tax credits stated in Section 1, then the Capital Contribution shall be reduced in an amount equal to the total tax credit shortfall to the Investor Member multiplied by the price paid for the tax credits.
- ii) If the annual actual tax credits allocated on Form(s) 8609 is greater than the forecasted tax credits stated in Section 1 (the "Additional Credit"), then the Capital Contribution shall be increased in an amount equal to the Additional Tax Credit multiplied by the price paid for the tax credits, and paid pro rata over the remaining Installments. This adjustment combined with all other upward adjustments shall be limited to 10% of the Capital Contribution.
- iii) For each additional \$1.00 of tax credit delivered in the first years beyond the amount projected in this letter, the ILP shall pay an additional equity amount per tax credit dollar to be determined by Investor Member during due diligence. The additional capital shall be paid pro rata over the remaining Installments.
- iv) If the amount of actual tax credit in any year after construction completion is less than the amount of forecasted tax credit in Section 2 (except for reasons stated in item 6(D)(i) above), the Capital Contribution shall be reduced by an amount equal to the tax credit shortfall amount multiplied by the price paid for the tax credits, plus the amount of any recapture, interest or penalty (a "Reduction Amount").
- v) If any Reduction Amount cannot be paid from the Capital Contribution, the Managing Member shall pay the Reduction Amount. Reduction Amounts not paid upon demand shall accrue interest at the prime rate as published in the Wall Street Journal plus 2%.

E. Net Worth and Guarantee Requirements

All obligations of the Managing Member shall be guaranteed by person(s) or entities ("Guarantor(s)") acceptable to the Investor Member and with sufficient net worth and liquidity.

7. CONDITIONS

A. Property

The Property will be the new construction of a development located in Ashburn, Loudoun County, VA.

B. Tax Credit Allocation

The Company may elect to defer the use of tax credits for any individual building which is not 100% tax credit qualified by December 31st of the year in which it is placed in service, at the Investor Member's discretion. It is assumed that IRS form 8609 will be issued subsequent to the anticipated placed-in-service deadline.

C. Tax Credit Occupancy

The Company must comply with the 40/60 minimum set-aside test (a minimum of 40% of the units must be rented to tenants with incomes less than 60% of area median, adjusted for family size).

E. Construction and Permanent Financing

The Managing Member shall provide to PNC for its review and approval, copies of the loan commitments and loan documents for all financing sources, which are assumed to be from qualified commercial lenders and qualify for the 9% tax credit applicable percentage.

F. Property Management Agent

- i) The Managing Member shall provide or cause the Property management agent to provide management reports to the Investor Member in a timely manner concerning operations, occupancy and other information essential to the management of the Property.
- ii) Upon the occurrence of certain events, including any material violations, negligence or misconduct or inadequate reporting, the Special Investor Member will have the option to replace the Property management agent. All Property management agreements will include a termination clause allowing either the Managing Member or the Property management agent to terminate the agreement by giving a 30-day advance written notice to the other party.

G. Repurchase Obligations

The Investor Member shall not be required to advance any unpaid Installments and the Managing Member may be required to repurchase the Investor Member's interest for the invested amount. Conditions for repurchase shall include: construction completion, break-even operations or permanent loan closing(s)/conversion(s) are not achieved or other tax credit compliance conditions are not met in a reasonable time period.

H. Insurance Obligations

The Company will provide the following insurance policies: i) an extended ALTA owner's title insurance policy in an amount not less than the permanent mortgage(s), the Managing Member's and Investor Member's capital contributions, with all standard exceptions deleted or approved and with Fairways, non-imputation and other requested endorsements; ii) commercial general liability insurance in the minimum amount of \$5,000,000 naming the Investor Member as named insured party of which not more than \$2,000,000 is through an umbrella policy; (iii) builder's risk insurance through construction completion, and all risk or fire and extended coverage and, if necessary, earthquake, hurricane and flood insurance, all policies in a minimum amount equal to

full replacement value; (iv) workers' compensation as required under state law; (v) business interruption insurance coverage equal to one full year's gross rental income or as acceptable to the Investor Member; and (vi) any other insurance as may be necessary or customary.

I. Accountant's Obligations

The Managing Member shall provide or cause the Company's accountant to provide the following annual reports: i) federal and state tax returns for the previous year (including all supporting documentation necessary to verify the calculation of the tax credit) by February 28th and ii) annual audited Company financial statements (including all supporting documentation) by March 1st. Any delays beyond the designated due date may result in a \$100 per day penalty to the Company. The Company Accountant shall review and approve the basis and benefits calculations prior to the payment of the First Installment.

J. Managing Member Removal

The Operating Agreement shall contain provisions for the removal of the Managing Member with cause.

8. DUE DILIGENCE PERIOD

The Managing Member grants the Investor Member the exclusive right to acquire the Company interest commencing on the date of the initial execution of this letter of interest and terminating 60 days after receipt of the documents necessary to complete the due diligence review.

Our agreement to make the investment described in this letter of interest is subject to the accuracy of the information you have provided to us and our mutual agreement on the terms of the closing documents and review of customary due diligence which shall include those items specifically referenced in the PNC commitment for construction and term financing sent under separate cover.

This letter of interest does not expire before June 30th, 2025.

This letter of interest is not a commitment and is subject to PNC's underwriting, due diligence review, and market conditions at the time a letter of interest is issued following the tax credit award. During the due diligence period, PNC will conduct a due diligence review and negotiate with the Managing Member, in good faith, any open terms of this letter of interest. The due diligence period will commence upon receipt by PNC of all Property and Company documents identified in the syndication binder. The due diligence review will include, without limitation, the verification of factual representations made by the Managing Member, a review of the Property and Company documents, a site visit and an evaluation of the following: the experience and expertise of the Managing Member, general contractor, architect and Property management agent; Property area market; an appraisal of the Property; the construction schedule; the total development budget; the residual potential of the Property and capital account analysis; Phase I environmental assessment and all subsequent reports and other relevant factors. PNC may also commission consultants to perform market analysis, construction, insurance and environmental reviews. The Managing Member and PNC acknowledge that no legally enforceable relationship shall exist between Managing Member and PNC unless and until the Acquisition Review Committee of PNC shall have approved the proposed transaction, and the parties shall have executed the Operating Agreement and the other transaction and financing documents contemplated herein. The foregoing pricing assumptions for this application letter of interest are based on current market conditions, which are subject to change in the event of a change in the federal income tax laws or regulations which would have an effect on the benefits PNC expects to receive from the transaction.

Should you have any questions, please do not hesitate to contact me. We look forward to working with you on this and future transactions.

Sincerely,

PNC BANK, N.A.

By: _____

Phillip Mullins

Vice President, Tax Credit Originations
PNC Bank, N.A.



March 12, 2025

Mr. Benjamin Miller
Dogwood Farm Station 9% Owner LLC
47818 Scotsborough Square
Potomac Falls, VA 20165

**Re: Dogwood Farm Station 9% Owner LLC (the "Company")
Dogwood Farm Station Apartments 9%, Ashburn, VA (the "Property")**

Dear: Ben,

I am pleased to provide you with PNC Bank's (the "Lender") proposal to provide a \$24,306,097 Construction Bridge Loan (the "Credit Facility") for Dogwood Farm Station, a 72-unit affordable housing development located in Ashburn, VA, subject to the following terms and conditions:

<u>Borrower</u>	Dogwood Farm Station, LLC, a Virginia limited liability company (the "Borrower").	
<u>Guarantor(s)</u>	Guarantees of completion and repayment during the development period shall be provided by persons or entities acceptable to the Lender. The developer shall provide a guarantee of lien free completion.	
<u>Credit Facility</u>	Bridge Loan: \$27,369,419	
<u>Term of Loan</u>	The Bridge loan term will be 60 months.	
<u>Interest Rates/ Rate Lock</u>	Bridge Loan: Approximately 285 basis points over the 1-month SOFR. As of the date of this letter, the rate is estimated to be 7.50%.	
<u>Commitment Fees (Paid at Closing)</u>	Bridge Loan	0.50%

Collateral	<p>The Bridge Loan shall be secured by a Funding Agreement providing for a date certain repayment of the Bridge Loan and an assignment of capital contributions from the investment limited partner. In addition to the Funding Agreement, the Bridge Loan shall be secured by: a) a second priority perfected assignment of the construction contract, subcontracts, architectural agreements, plans and specifications, permits and all other construction-related documents (b) a second priority perfected security interest in all other assets of the Borrower related to the Project, (c) an assignment of partnership interests in the borrower.</p>
Environmental Indemnity	<p>The Borrower, Guarantor and other persons or entities specified by Lender shall indemnify and hold the Lender harmless from all liability and costs relating to the environmental condition of the Project and the presence thereon of hazardous materials.</p>
Representation Warranties, and Documentation	<p>Standard representations and warranties, terms and conditions, and loan documents as are typical in this type of financing as may be required by Lender. Borrower will make usual representations and warranties as of the Construction Loan closing and in connection with each advance including, but not limited to, corporate existence, compliance with laws, enforceability, true title to properties, environmental protection, no material litigation, ERISA compliance, insurance, absence of default and absence of material adverse change, and availability of low-income housing tax credits.</p>
Closing	<p>Lender's obligation to close the Credit Facilities is subject to the Lender's receipt of all necessary fees and closing costs and review of the following reports and information, all of which are to be in form and substance satisfactory to Lender and which shall be provided no later than ninety (90) days from the date the tax credits are reserved or allocated: plans and specifications and construction contract (providing for payment and performance bonds as may be required by Lender) approved by Lender's inspecting architect; final budget demonstrating adequate funds to develop the Project from sources acceptable to Lender; Phase I environmental report; title insurance; survey; zoning; permits; opinions of counsel; evidence of reservation or allocation of tax credits; market study demonstrating feasibility satisfactory to Lender; financial statements of, and other information relating to the business activities of, sponsor, developer, guarantors and any principal with a material financial ownership interest in the Project or the foregoing parties, (collectively the "Development Parties"), which is satisfactory to Lender; satisfactory progress and performance of other projects developed by the Development Parties and absence of prior default by any of the Development Parties with respect to any credit or equity facility provided by Lender; and such other information which Lender may require or which are customary in similar transactions.</p>

Expiration

This firm Proposal shall expire automatically the earlier of June 30, 2025 or when the Borrower is informed that it did not receive an allocation of tax credits, unless extended in writing by Lender.

Lender's obligation to provide the requested financing is expressly conditioned on the fact that no information submitted to Lender in connection with the Credit Facilities shall prove to be false or misleading in any material respect, and that no bankruptcy, insolvency, receivership, or any other debtor's relief proceedings shall be commenced by or against the Borrower.

Thank you for the opportunity to be of service to you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'P. Mullins', with a stylized flourish at the end.

Phillip Mullins
Vice President, Tax Credit Originations
PNC Bank, N.A.

Tab D:

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Dogwood Farm Station 9% Owner LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Dogwood Farm Station 9% Manager LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Tango Charlie Affordable Housing LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Hybla Valley Group LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.					Y/N					Y/N
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Wellington Development LLC

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Benjamin C. Miller

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.	Tuscarora Crossing Phase 2	Leesburg, VA	Tuscarora Crossing Phase 2 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
4.	Old Arcola Elementary School Apartments	Sterling, VA	Old Arcola Elementary 9% & 4% Owner LLC	(703) 624-1529	Y	72	72	Est 2026	Est 2027	N
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name:
Dogwood Farm Station Apartments 9%

Name of Applicant:
Dogwood Farm Station 9% Owner LLC

Principals' Name:
James H. Edmondson

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.	Tuscarora Crossing Phase 2	Leesburg, VA	Tuscarora Crossing Phase 2 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
4.	Old Arcola Elementary School Apartments	Sterling, VA	Old Arcola Elementary 9% & 4% Owner LLC	(703) 624-1529	Y	72	72	Est 2026	Est 2027	N
5.	Mt. Sterling Senior	Sterling, VA	Mt. Sterling Senior 9% & 4% Owner LLC	(703) 624-1529	Y	98	98	8/29/2022	9/6/2023	N
6.	Milestone Senior	Washington, DC	Milestone Senior Owner & 4% Owner LLC	(703) 624-1529	Y	60	60	11/8/2019	8/5/2020	N
7.	2321 4th Street	Washington, DC	2321 4th Street LLC	(703) 624-1529	N	116	116	5/13/2016	10/24/2017	N
8.	2nd E&G Co-Op	Washington, DC	2nd E&G Co-Op Owner LLC	(703) 624-1529	N	78	64	7/26/2013	9/14/2015	N
9.	E&G DC Co-Op	Washington, DC	E&G DC Co-Op Owner LLC	(703) 624-1529	N	134	102	12/31/2011	4/5/2013	N
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: The James H. Edmondson Investment Trust

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.	Tuscarora Crossing Phase 2	Leesburg, VA	Tuscarora Crossing Phase 2 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
4.	Old Arcola Elementary School Apartments	Sterling, VA	Old Arcola Elementary 9% & 4% Owner LLC	(703) 624-1529	Y	72	72	Est 2026	Est 2027	N
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: James H. Edmondson, Trustee - (The James H. Edmondson Investment Trust)

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.	Frederick Road Senior	Gaithersburg, MD	Frederick Road Senior 4% Owner LLC	(703) 624-1529	Y	111	111	12/27/2023	Est Q2 2025	N
2.	Tuscarora Crossing Phase 1	Leesburg, VA	Tuscarora Crossing 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
3.	Tuscarora Crossing Phase 2	Leesburg, VA	Tuscarora Crossing Phase 2 9% & 4% Owner LLC	(703) 624-1529	Y	90	90	Est 2027	Est 2027	N
4.	Old Arcola Elementary School Apartments	Sterling, VA	Old Arcola Elementary 9% & 4% Owner LLC	(703) 624-1529	Y	72	72	Est 2026	Est 2027	N
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

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

Development Name: Dogwood Farm Station Apartments 9%

Name of Applicant: Dogwood Farm Station 9% Owner LLC

Principals' Name: Seth Opoku-Yeboah

#	Development Name	Location	Ownership Entity	Ownership Entity Phone	CGP or "Named" Managing Member at the time of deal?	Total Development Units	Total Low Income Units	Placed in Service Date	8609 Issued Date	Uncorrected 8823s? If Y, Explain at Tab D
1.					Y/N					Y/N
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										
11.										
12.										
13.										
14.										
15.										
16.										
17.										
18.										
19.										
20.										
21.										
22.										
23.										
24.										
25.										
26.										
27.										
28.										
29.										
30.										
31.										
32.										
33.										
34.										
35.										

* 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.

Tab E:

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

PURCHASE & SALE AGREEMENT

(Dogwood Farm Station AH Units)

THIS PURCHASE & SALE AGREEMENT (this “**Agreement**”) is made as of September 25, 2024 (“**Effective Date**”) by and between U.S. HOME, LLC, a Delaware limited liability company (“**Seller**”), and WELLINGTON DEVELOPMENT PARTNERS LLC, a Virginia limited liability company (“**Buyer**”).

RECITALS:

A. KW-HS LOT OPTION POOL 02, LLC, a Delaware limited liability company (“**Land Bank**”) is the owner in fee simple title in that certain unimproved parcel of real property, identified in the Loudoun County, Virginia (the “**County**”) real estate assessment records as Tax Map Number 63-D-1-6A (Parcel ID No. 057489129000), containing approximately 15.35 acres of land, more or less (collectively, the “**Seller Development Parcel**”), which property is planned for a residential community to be known as “Dogwood Farm Station” (the “**Community**”).

B. Land Bank and Seller are parties to that Option and Development Agreement dated as of May 29, 2024 (the “**ODA**”), under which Land Bank is obligated to convey portions of the Seller Development Parcel to Seller upon Seller’s performance of its obligations, all as set forth in the ODA.

C. Seller intends to acquire portions of the Seller Development Parcel from Land Bank, and to thereafter create a land condominium for purposes of creating a parcel containing approximately 25,134.58 square feet of land (the “**Land**”) from the Seller Development Parcel, as shown on the Concept Development Plan approved as part of the Rezoning (defined below) as the “MF Attached Affordable Housing Units with Child Care Center”, attached hereto and incorporated herein as **Exhibit B** (the “**Concept Plan**”), and as proposed in the proposed condominium phase layout attached as **Exhibit C**.

D. Buyer desires to develop on the Land a rent- and income-restricted apartment building containing approximately 100 units, at least 72 of which qualify as “Affordable Housing Units” as set forth in the Rezoning, together with a day care center serving the Community.

E. Buyer desires to purchase, and Seller is willing to sell, the Land and related property, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of Seller and Buyer and for other good and valuable consideration, the receipt and sufficiency of which Seller acknowledges, Seller and Buyer agree as follows:

1. **Property.** Subject to the terms and conditions of this Agreement, Seller will sell to Buyer and Buyer will purchase from Seller the Land, together with all easements, covenants and other rights, if any, including government approvals appurtenant to the Land, all intangible personal property used in connection with the ownership, improvement or operation of the Land, to the extent assignable or transferrable by Seller under applicable law or the terms thereof, including, without limitation, all architectural and civil plans, drawings, engineering (plans, drawings and reports), all right, title and interest of Seller, if any, in and to any gaps, any gores, any land lying in the bed of any street, road or avenue, open, closed or proposed in front of, next to or otherwise adjoining the Land, to the

center line thereof, and all right, title and interest of Seller in and to any condemnation award made or payments to be made in lieu thereof or in and to any condemnation award with respect to the Land occurring on or after the Effective Date, subject to the provisions of Section 25 below (collectively, the “**Property**”).

2. Purchase Price. The purchase price (the “**Purchase Price**”) for the Property is Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) multiplied by the number of apartments in the Buyer’s Proposed Development (as defined below), which is currently anticipated to be One Hundred (100), but which must be no less than Seventy-Two (72). Buyer will pay the Purchase Price to Seller either in cash or by wire transfer of funds or other collected funds at the Closing (as hereinafter defined).

3. Deposits.

- (a) Within five (5) Business Days (as hereinafter defined) of the Effective Date, Buyer will deposit the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the “**Initial Deposit**”) with Hallmark Title, Inc., whose address is 8381 Old Courthouse Road, Vienna, Virginia 22182, Attn: Colleen A. Mulrenin, Esq., Email: Colleen@hallmarktitle-inc.com (the “**Escrow Agent**”), to be held in escrow pursuant to Section 22 below.

- (b) Within five (5) Business Days of the expiration of the Due Diligence Period (as hereinafter defined), on condition that Buyer does not terminate this Agreement in accordance with Section 4(c) below, Buyer will deposit an additional sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the “**Due Diligence Deposit**”) with the Escrow Agent, to be held in escrow pursuant to Section 22 below.

- (c) Within five (5) Business Days of Seller’s notice to Buyer that Seller has obtained Phase 1 site plan approval from the County, Buyer will deposit an additional sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “**Phase 1 Deposit**”) with the Escrow Agent, to be held in escrow pursuant to Section 22 below.

- (d) The Initial Deposit, and if and when paid the Due Diligence Deposit, Phase 1 Deposit, and Extension Deposit (as defined below), together with any interest accruing thereon, are collectively referred to herein as the “**Deposit**.” The Deposit will be credited against the Purchase Price at the Closing.

4. Due Diligence Period; Inspection.

- (a) Within five (5) Business Days following the Effective Date Seller shall provide Buyer with copies of all available property related information and documents within Seller’s possession or control or which Seller can reasonably obtain without incurring a material cost, including, but not limited to grading plans, building and site plans, surveys, soils reports, zoning opinions, County zoning and permit approvals, site plan approvals and permits, market studies, architectural and civil plans, concept drawings, traffic studies and reports, applications, engineering

reports, plans and drawings, leases and environmental reports, and inspection and testing reports (hereinafter referred to collectively as the “**Property Information**”). Seller delivers the Property Information for general information purposes only and does not warrant the truth, accuracy or completeness of any such reports or any written or verbal statement made therein or with regard thereto. Seller will not have any liability to Buyer for any inaccuracy in or omission from any document provided in the Property Information and Buyer relies on such documentation at its own risk.

(b) (i) The “**Due Diligence Period**” will commence on the Effective Date and terminate at 5:00 pm (Eastern) on the date that is sixty (60) days following the Effective Date.

(ii) At all reasonable times during the term of this Agreement, Buyer, its agents, employees, designees, representatives and contractors (collectively, the “**Buyer Parties**”), at Buyer’s sole cost and expense, will have the right to do the following: (i) to enter the Property to perform such tests, inspections and examinations of the Property as Buyer deems advisable upon at least forty-eight (48) hours’ prior notice to Seller; and (ii) to make investigations with regard to title to the Property, soil and environmental tests (exclusive of invasive testing), matters of survey, flood plain of the Property, utilities availability, zoning and building code, and other applicable governmental requirements with regard to the Property (collectively, the “**Due Diligence Inspections**”). If Buyer’s Due Diligence Inspections indicate that further environmental testing is required, Buyer shall notify Seller of such requirement together with a copy of such consultant’s report, and Seller, in its discretion, may authorize additional invasive testing during the Due Diligence Period.

(iii) Prior to any entry upon the Land, Buyer shall: (i) maintain comprehensive general liability insurance in an amount of not less than \$2,000,000 general aggregate covering any accident arising in connection with the presence of Buyer or the Buyer Parties, as applicable, on the Property and Buyer shall deliver to Seller a certificate of insurance, naming Seller and Blue Mount Nursery, Inc. (“**Blue Mount**”) (during the Blue Mount Leaseback Period (defined below)) as an additional insured thereunder verifying such coverage of Buyer prior to entry upon the Property; and (ii) promptly pay when due any and all costs relating to any inspections, examinations and other due diligence activities conducted by or on behalf of Buyer with regard to the Property. Seller and its representatives, agents, and/or contractors, and Blue Mount and its representatives, agents, and/or contractors (during the Blue Mount Leaseback Period), are entitled to be present during any testing, investigation, or inspection of the Property. Buyer’s or its agents’ entry upon the Property shall not unreasonably or adversely and materially interfere with Blue Mount’s on-going business activities during the Blue Mount Leaseback Period.

(iv) Promptly after completing each of the Due Diligence Inspections, Buyer shall restore the Land substantially to its physical condition existing as of the Effective Date, to the extent such condition has been altered, modified or damaged by Buyer or any of the Buyer Parties. Buyer will indemnify, defend and hold Seller and Blue Mount harmless from and against all cost, loss, damage and expense, including reasonable attorneys’ fees, arising out of the activities of Buyer and the Buyer Parties upon the Property pursuant to this Section 4(b).

The indemnification contained in Section 4(b)(iv) does not include indemnification for loss, cost or expense (including attorney's fees) resulting from any unfavorable test results or the discovery of any undesirable existing conditions on the Property, including, without limitation, any loss resulting from any decrease in the fair market value of all or any portion of the Property or the inability of Seller to market the Property due to any such discovery or unfavorable test result; further provided, however, that Buyer agrees any such discovery or unfavorable test result shall be deemed Proprietary Information (as hereinafter defined) under this Agreement. The indemnification contained in Section 4(b)(iv) shall survive one (1) year following Closing or any termination of this Agreement.

(v) Seller agrees to cooperate and cause Blue Mount to cooperate with Buyer and the Buyer Parties reasonable inspection activities hereunder so long as Seller or Blue Mount does not incur any out-of-pocket expense.

(c) Buyer's obligations under this Agreement are subject to and fully contingent upon Buyer's acceptance, as evidenced by its issuance of the Notice to Proceed (as hereinafter defined), in its sole discretion, on or before the end of the Due Diligence Period, of (i) the condition of the Property, (ii) the documents and materials received by Buyer; and (iii) such other items and matters as determined by Buyer in its sole discretion. If, during the Due Diligence Period, Buyer, in its sole discretion, elects to accept (i) the condition of the Property; (ii) the documents and materials received by Buyer, and (iii) such other items and matters as determined by Buyer in its sole discretion, Buyer will give written notice of such election (the "**Notice to Proceed**") to Seller pursuant to Section 19 below, on any day prior to and including the final day of the Due Diligence Period, in which event Buyer's termination right provided in Section 4(d) will terminate, Buyer shall deliver the Due Diligence Deposit as set forth in Section 3(b), and this Agreement will continue in full force and effect.

(d) If Buyer determines that the results of its Due Diligence Inspections and the like are unacceptable or unsatisfactory to Buyer or for any other reason in Buyer's sole discretion, Buyer may terminate this Agreement by giving Seller written notice thereof pursuant to Section 19 at any time prior to the earlier of (i) the issuance of a Notice to Proceed by Buyer to Seller as provided in Section 4(c) above or (ii) the expiration of the Due Diligence Period. If Buyer either fails to issue a Notice to Proceed to Seller prior the expiration of the Due Diligence Period as provided in Section 4(c) above or exercises its right to terminate this Agreement during the Due Diligence Period pursuant to this Section 4(d), then Buyer shall promptly return all Property Information to Seller and provide to Seller copies of any third-party reports, studies, tests or inspections relating to the physical condition of the Land prepared in connection with the Due Diligence Inspections and Escrow Agent shall return the Initial Deposit to Buyer (the "**Third-Party Reports**"). Buyer and Seller hereby agree that the Third-Party Reports will not include architectural or structural, electrical and/or mechanical engineering plans for the Buyer's Proposed Development (as hereinafter defined), but will include, if applicable, any civil engineering plans related to the Land. Upon (i) the return of the Property Information and the delivery of the Third-Party Reports to Seller, and (ii) the return of the Initial Deposit to Buyer by Escrow Agent, this Agreement shall

automatically terminate and neither Seller nor Buyer will have any further obligation or liability to the other under this Agreement, except for those obligations and liabilities that expressly survive the termination of this Agreement.

(e) SUBJECT TO THE TERMS OF THIS AGREEMENT, BUYER IS ACQUIRING THE PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS," AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT SELLER HAS NOT MADE AND DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES, LEGAL STATUS, ZONING, VALUE, UTILITY OR POTENTIAL OF THE PROPERTY, OR ANY OTHER MATTER OR THING AFFECTING OR RELATING TO THE PROPERTY OR THIS AGREEMENT (INCLUDING WARRANTIES OF MERCHANTABILITY AND OR A FITNESS FOR A PARTICULAR PURPOSE) WHICH MIGHT BE PERTINENT IN CONSIDERING WHETHER TO PURCHASE THE PROPERTY OR TO MAKE AND ENTER INTO THIS AGREEMENT, AND SELLER HAS NOT MADE, AND BUYER HAS NOT RELIED UPON, ANY SUCH REPRESENTATIONS. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, GUARANTIES, OR ANY PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE VALUE THEREOF MADE OR FURNISHED BY ANY BROKER OR ANY REAL ESTATE AGENT, BROKER, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SELLER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(f) Corporate Investment Committee and Signatures. Notwithstanding any provision contained in this Agreement to the contrary, Seller's obligations under this Agreement are contingent upon Seller's receipt of the written approval of the Corporate Investment Committee of Lennar Corporation ("**CIC Approval**") prior to the expiration of the Due Diligence Period. If Seller fails to deliver to Buyer written notice of CIC Approval prior to the expiration of the Due Diligence Period, this Agreement will be null and void and the Initial Deposit will be promptly returned to Buyer, and neither Seller nor Buyer will have any further rights or obligations under this Agreement, except for those matters that expressly survive termination of this Agreement. No waiver of such condition will be implied, but will be expressed, if at all, only by written notice from the Corporate Investment Committee of Lennar Corporation specifically waiving such condition. Further, Buyer hereby acknowledges and confirms that Buyer has been apprised of the corporate policy of Seller to the effect that all contracts and contract amendments entered into by Seller regarding the sale of land must be executed by both (i) either the Region President, Region Vice President or Region Counsel and (ii) another Vice President of Seller, and Seller will not be bound under this Agreement unless it has been so executed. Buyer is entitled to rely on the titles set forth under the names of the persons executing this Agreement on behalf of Seller for compliance with this Section 4(f) if such titles appearing in the signature blocks of this Agreement match the titles of the required persons set forth herein.

5. Title. Buyer may elect to notify Seller of any Title Objections (as hereinafter defined) in

accordance with the provisions of this Section 5.

(a) Buyer acknowledges and Seller represents and warrants that Seller has provided Buyer with the most recent title report or reports and survey that are in its possession for the Property (collectively, the “***Seller Title Report***”). At the election of Buyer and in all events, in the timeframe provided in Section 5(b) below, Buyer will (i) initiate its own title and survey review (collectively with the Seller Title Report, the “***Title Analysis***”), which Title Analysis will be reviewed by a reputable title insurance company (the “***Title Company***”), and (ii) notify Seller of any matters reported in the Title Analysis obtained by Buyer that would make title to the Property unmarketable or uninsurable under an ALTA owner’s title insurance policy or that would adversely affect the use of the Property in the reasonable opinion of Buyer (such matters are referred to herein as the “***Title Objections***”). Buyer will not have to furnish Seller with a copy of the Title Analysis if Buyer does not identify any Title Objections.

(b) At least fifteen (15) days prior to the end of the Due Diligence Period, Buyer shall give written notice to Seller (“***Buyer’s Title Objection Notice***”) of any Title Objections. Seller shall, within five (5) Business Days of its receipt of Buyer’s Title Objection Notice (the “***Seller’s Title Response Period***”), advise Buyer in writing (the “***Seller’s Title Response***”) which Title Objections (if any) Seller elects to cure or cause to be cured prior to the Closing (the “***Title Objections to Be Cured***”).

(c) If Seller elects not to attempt to cure any of Buyer’s Title Objections, or if Seller fails to provide the Seller’s Title Response within the Seller’s Title Response Period, then Buyer shall be entitled to terminate this Agreement by delivering written notice to Seller prior to the expiration of the Due Diligence Period and in such event the Initial Deposit shall be returned by Escrow Agent to Buyer and, thereupon, neither Buyer nor Seller shall have any further obligation or liability to the other under this Agreement, except for those obligations and liabilities which expressly survive the termination of this Agreement.

(d) All matters of title not identified as Title Objections in the Buyer’s Title Objection Notice, other than any Title Objections to Be Cured and Mandatory Title Objections to Be Cured (as hereinafter defined), will be referred to collectively as the “***Permitted Exceptions***”.

(e) Notwithstanding the foregoing provisions of Section 5 and subject to the next sentence, Seller shall remove, without written notice from Buyer (collectively, the “***Mandatory Title Objections to Be Cured***”), (i) all deeds of trust which affect the Property, (ii) any and all other financial and/or tax liens affecting the Property, (iii) all mechanics’ liens and all judgment liens affecting the Property, (iv) any other consensual liens or monetary encumbrances agreed to or permitted by Seller after the Effective Date without Buyer’s consent (sub-sections (i)-(iv), collectively, “***Monetary Liens***”), and (v) any title or survey matters which arise or come into existence after the effective date of the Title Analysis obtained by Buyer, but prior to Closing, for which Buyer has not provided its prior written consent to Seller. Seller shall not be obligated to remove any Monetary Liens arising from Buyer’s Due Diligence Inspections or Buyer’s other activities on or related to the Property during the term of this Agreement. Seller will be responsible

for all related costs and expenses incurred in connection with the delivery of title to the Property owned by Seller to Buyer free from the Mandatory Title Objections to Be Cured and Title Objections to be Cured. In the event of the discovery of a Mortgage affecting the Property and which was not imposed on the Property by Seller or assumed by Seller, or a Financial Lien previously unknown by Seller, Seller may, with the consent of Buyer, which consent will not be unreasonably withheld, extend the Outside Closing Date (as defined below) for no more than ten (10) Business Days on condition that Seller is using commercially reasonable efforts to comply with the first sentence of this Section 5(e), and that the extension does not exceed any closing date requirements of Virginia Housing (“**VH**”) or the County.

(f) If Seller fails to cure all Mandatory Title Objections to Be Cured or any Title Objections to be Cured prior to the Closing, then Seller shall be in default under this Agreement and Buyer may exercise any remedies available to it hereunder.

6. Land Use Obligations; Creation of Legal Parcel; Land Bank Transfer.

(a) The rezoning applications LEGI 2023-0018 and ZMPA 2021-0010 (together, the “**Rezoning**”) of the Seller Development Parcel was approved by the Loudoun County Board of Supervisors on November 15, 2023 and the time for appeals of the approval has expired. Buyer acknowledges that Seller shall convey the Land to Buyer at the Closing subject to the terms of the proffered development conditions set forth in the Rezoning (collectively, the “**Proffers**”), attached hereto as **Exhibit B**. Buyer shall comply with the terms of all Proffers applicable to the Land and construction of the AH Units (as hereinafter defined) to be located on the Land. Buyer shall be responsible for all permit and tap fees for the Buyer’s Proposed Development. Seller or its successors and assigns shall pay any and all cash amounts required to be paid to the County under the Proffers applicable to the Land or AH Units (any, the “**Proffer Cash Payments**”), and Seller or its successors and assigns and Buyer or its successors and assigns, shall comply with the terms of all Proffers as applicable to each party. This Section 6(a) shall survive the Closing indefinitely.

(b) During the Due Diligence Period, Buyer will confirm for itself (i) that the Rezoning has been obtained, (ii) that such Rezoning, including the “Concept Development Plan” referenced in the Proffers, permits the development and construction of a building on the Land containing a day care center and up to one hundred (100) multi-family attached, for-rent, residential apartment units (“**Buyer’s Proposed Development**”) of which at least seventy-two (72) will qualify as age-restricted “Affordable Housing Units” (the “**AH Units**”) as defined in and in accordance with Article VII of the Revised 1993 Zoning Ordinance of Loudoun County, Virginia, and (iii) that the Rezoning is otherwise acceptable to Buyer in all respects for Buyer’s Proposed Development. Seller shall not modify or amend the Rezoning, the Proffers, or any other land use entitlements with respect to the Land prior to the Closing without the prior written consent of Buyer, which consent may be given or withheld by Buyer in its sole discretion.

(c) The parties acknowledge and agree that as of the Effective Date of this Agreement, the Land is not a separate legal parcel. The final description and acreage of the Land will be created by the recordation of a declaration of condominium together with a condominium plat (together,

the “**Condominium Instruments**”) submitting all or portions of the Seller Development Parcel to an expandable and withdrawable phased condominium. The Condominium Instruments will identify the Land as additional land as shown on the plat, with a metes and bounds description (the “**Record Plat**”) to be recorded by Seller among the County land records, at Seller’s expense, and generally as shown in **Exhibit C** attached hereto. The Land will be conveyed as described in the Condominium Instruments as “additional land”. The Land will not ever be actually submitted to the Condominium Instruments, or part of the condominium regime. The legal descriptions of the Land in the Deed (as hereinafter defined) from Seller to Buyer shall be in accordance with the Record Plat. Each of Seller and Buyer hereby waive any claims that this Agreement is unenforceable by reason of the exact boundary lines and dimensions of the Land not being exactly as shown on **Exhibit C** attached hereto or as otherwise described herein as of the date of execution of this Agreement. The Condominium Instruments will be provided to Buyer for its review and approval, not to be unreasonably withheld, conditioned or delayed within fifteen (15) days of delivery of same. If no approval or request for reasonable revision of the Condominium Instruments is delivered to Seller by the expiration of the 15-day period, the Condominium Instruments are deemed approved and Seller may record the Condominium Instruments among the County land records.

(d) Seller agrees to provide promptly to Buyer copies of any correspondence or other documents received or developed by Seller with respect to the Rezoning, including, but not limited to, the complete, approved Rezoning Application. Seller agrees to work in good faith with Buyer to ensure that any required governmental approvals, including, but not limited to Rezoning, are consistent with the development and operation of Buyer’s Proposed Development.

(e) Seller shall acquire fee simple title to the Land from Land Bank no later than the sooner to occur of: October 1, 2025, or Seller’s posting of bonds and escrows arising from Final Site Plan Approval. Seller shall cause Land Bank to immediately execute any County governmental authorities’ required applications or permits to avoid any delays in submission of the Site Plan or receipt of Final Site Plan Approval.

7. Development Benchmarks; Site Plan. Seller intends to develop the Seller’s Development Parcel in multiple phases and site plans, as shown on **Exhibit C**. The site plan associated with the Land will be prepared and submitted by Seller as part of Phase 1 as set forth in greater detail in Section 7(b) below. Seller represents and Buyer acknowledges that Seller intends to obtain approval for and construct the travelways, utilities serving the contemplated improvements, and other amenities serving the Land as part of Phase 1, as generally shown on **Exhibit C**, and to be more particularly shown on the Conceptual Grading Plan (defined below).

(a) Seller, at Seller’s sole cost and expense, shall promptly engage the services of the necessary professionals and consultants to conduct the necessary civil engineering allowing the development of Seller’s Development Parcel for the Community and construction of site improvements on the Seller’s Development Parcel to support the Community. No later than thirty (30) days after the Effective Date, Seller shall provide Buyer with a conceptual rough grading plan for Seller’s Development Parcel (the “**Conceptual Grading Plan**”). The Conceptual Grading Plan

will set forth the necessary rough grade for a single super pad site that should result in a balanced site when construction of the Community is complete and will result in the Land being rough graded at Closing. No later than thirty (30) days after receipt of the Conceptual Grading Plan from Seller, Buyer, through the Buyer Engineer (defined below), shall deliver for Seller's review and reasonable approval any proposed amendments to the Conceptual Grading Plan (a "***Conceptual Grading Plan Amendment***") to accommodate Buyer's Proposed Development. Seller shall deliver the Property at Closing graded to the condition shown on the Conceptual Grading Plan, as amended by any Conceptual Grading Plan Amendment. Consummation of Closing and transfer of the Property to Buyer will be deemed Buyer's acceptance that the Property has been graded according to the Conceptual Grading Plan, as amended by the Conceptual Grading Plan Amendment. Buyer is responsible for any incremental increase in the Seller Development Parcel grading costs resulting from any Conceptual Grading Plan Amendment requested by Buyer. Post Closing, Buyer will be responsible for any additional fine grading, removal of excess dirt from, or import of additional fill needed to complete Buyer's Proposed Development.

(b) During the Due Diligence Period, Buyer shall select and engage the services of a licensed civil engineer (the "***Buyer Engineer***") to work on behalf of Buyer in preparation of the Conceptual Grading Plan Amendment, and the Buyer Engineer must cooperate with Seller's civil engineer so that Seller's civil engineer can incorporate the Conceptual Grading Plan, as amended by the Conceptual Grading Plan Amendment, into Seller's Work. Seller shall approve the selection of any Buyer Engineer, which approval will not be unreasonably withheld, conditioned or delayed, and will be deemed given if Seller fails to respond in writing within five (5) business days after Buyer requests Seller's approval of the proposed Buyer Engineer. Buyer's contract with the Buyer Engineer must provide that (i) upon termination of this Agreement, Buyer will assign to Seller all work product created by the Buyer Engineer and rights to use same, to the extent required by Section 7.(f) below, and (ii) the Buyer Engineer consents to such assignment. Buyer shall provide Seller with notice of Buyer's selected Buyer Engineer promptly following selection.

(c) **Site Plan Approval.** Seller, at Seller's sole cost and expense, has engaged the services of the necessary professionals and consultants to prepare and process a site plan allowing the development of Phase 1 of the Seller Development Parcel for the Community and construction of site improvements on the Land to support Buyer's Proposed Development (the "***Site Plan***"). The initial submission of the Site Plan to the appropriate County governmental authorities occurred on July 2, 2024. Within five (5) Business Days of the Effective Date, Seller shall submit the Site Plan to Buyer for Buyer's review and approval. The Site Plan, and any subsequent amendments thereto, will be materially consistent with Buyer's Proposed Development (and any modifications thereto reasonably approved by Buyer or deemed approved) and will be deemed approved if Buyer does not reasonably object to the draft Site Plan submitted to Buyer for its approval within ten (10) business days following Buyer's receipt of the Site Plan. Buyer shall not withhold, condition or delay its consent to any Site Plan or amendment thereto if such Site Plan or amendment does not materially and adversely affect Buyer's Proposed Development. If Buyer reasonably objects to the draft Site Plan or any subsequent revisions to it as permitted by this Section 7(c), Buyer shall provide its objections in reasonable detail, and Seller and Buyer shall promptly, diligently, and in

good faith attempt to resolve such objections. Seller shall use diligent, good faith efforts in submitting and pursuing governmental approval of the Site Plan application, and shall be responsible for the costs and expenses of same, until a so-called “**Plan Approval Letter**” is issued by the County for the Site Plan, indicating that the Site Plan is approved subject only to Seller’s posting of all necessary bonds and escrows for construction (the “**Final Site Plan Approval**”). Buyer, at its sole cost, shall use diligent, good faith efforts in submitting and pursuing governmental approval of plans for installation of the footings for the building to be constructed by Buyer pursuant to the Site Plan (the “**Footings Plan**”) such that a permit for construction of such footings may be obtained by Buyer promptly following Closing (the “**Footings Plan Approval**”).

(d) During the processing of the Site Plan and the Footings Plan, Seller and Buyer shall each provide to the other copies of all materials submitted by them, respectively, to County governmental authorities in conjunction with the Site Plan and/or Footings Plan contemporaneously with the submission of the same to the County governmental authorities, and shall also promptly provide any documentation received from County governing officials in conjunction with the Site Plan and/or Footings Plan. The parties shall communicate with each other on a consistent basis to provide necessary information and responses to governmental authorities and other comments and issues with respect to the Site Plan and/or Footings Plan. Each party shall keep the other reasonably informed of the status and progress of the Site Plan and Footings Plan approval process and shall provide the other party with at least three (3) business days’ notice prior to any meetings with County staff or other representatives with respect to the Site Plan and/or Footings Plan, unless such meeting is scheduled on or after the date which is three business days prior to the meeting date, in which case notice of such meeting will be provided as soon as possible. Each party may attend, or have a representative attend, all meetings with County staff or other representatives with respect to the Site Plan and/or Footings Plan. Final Site Plan Approval and Footings Plan Approval, as well as all other approvals and entitlements contemplated herein and pertaining to the Property, in whole or in part, will automatically become part of the intangible property as set forth above.

(e) **Cooperation Among the Parties.** Buyer and Seller shall cooperate in good faith with one another to the extent reasonably necessary for Seller to obtain Final Site Plan Approval and Buyer to obtain Footings Plan Approval by all appropriate County governmental authorities, and to timely review and execute as necessary applications, comments and other documents as may be reasonably requested by Seller, Buyer or the County in connection with the Site Plan or Footings Plan. Seller will support Buyer in its applications to governmental entities regarding the Property, including, but not limited to, any applications for operating subsidy, tax credit or debt financing. The parties shall communicate with each other on a consistent basis to provide necessary information and responses to governmental authorities and other comments and issues with respect to the various governmental applications by each party as contemplated in this Agreement. Each party shall keep the other reasonably informed of the status and progress of the Site Plan and Footings Plan. The obligations of this Section 7(e) survive Closing.

(f) **Approvals Period.** If Seller does not obtain the Final Site Plan Approval by all

appropriate County governmental officials (the “**Approval**”) at least 120 days before the Outside Closing Date and on condition that Seller used diligent, good faith efforts to secure the Approval and the Record Plat is approved by Buyer in accordance with Section 6(c) of this Agreement, then not later than the Outside Closing Date, Buyer shall, by written notice to Seller, elect either (a) to terminate this Agreement, in which event the Deposit shall be delivered to Buyer, and upon such termination neither party shall have any further liability to one another with the exception of those rights and obligations which expressly survive termination, (b) to waive the Final Site Plan Approval condition and proceed to Closing on the Outside Closing Date, or (c) extend the Outside Closing Date by up to 120 days. Failure to provide such notice shall be deemed an election to terminate. Upon any termination of the Agreement pursuant to this Section 7(f) or any other provision within this Agreement other than in connection with a Seller default hereunder, Buyer will assign to Seller the work product relating to the Approvals created by the Buyer Engineer together with Buyer’s rights to use same to Seller (the “**Buyer Work Product**”), except that Buyer shall not be required to deliver to Seller (nor shall such work product be deemed to include) any economic analyses, privileged communications with Buyer’s counsel, or confidential or proprietary information prepared for Buyer. Any such delivery of the Buyer Work Product shall be as-is and without representation or warranty, and Buyer will use good faith efforts to obtain the applicable consultants’ and engineers’ consents to such assignment. For the avoidance of doubt, Seller shall not be entitled to any Buyer Work Product if this Agreement is terminated in connection with a Seller default. No Approval will be deemed to have been obtained unless such approval is a final, non-appealable approval, obtained from all necessary governmental authorities, and which is not subject to any timely-filed administrative or judicial challenges.

8. Seller’s Work.

Seller shall in accordance with local governmental requirements and as required herein at Seller’s cost and expense, diligently prosecute and complete the following development work (collectively, the “**Seller’s Work**”) on or before the dates for each respective portion of the Seller’s Work as set forth herein (each a “**Seller’s Work Completion Date**” and, collectively, the “**Seller’s Work Completion Dates**”):

(i) Seller shall deliver the Land, graded in accordance with the Conceptual Grading Plan Amendment and Final Site Plan Approval at Closing.

(ii) Seller shall construct or cause to be constructed the public rights-of-way to be known as “Garden Center Court” and “Bonnie Court” and private roads located within the Seller Development Parcel and shown on the Concept Development Plan to provide access for the Land to the public road system (collectively, the “**Access Road**”). At least 120 days prior to the Outside Closing Date, Seller shall cause there to be pedestrian and vehicular access from the Land to Garden Center Court and shall cause the entrance to the Community from Bonnie Court to be constructed an open for traffic (which under the Proffers is a precondition to the issuance of occupancy permits for Buyer’s Proposed Development). In addition, Seller shall cause the Access Road to be dedicated for use by the residents of the Community and accepted for maintenance by the applicable governmental authorities or the POA (as hereinafter defined), as applicable, set forth in Seller’s

Work Schedule attached as **Exhibit D**, which may be post-Closing.

(iii) Seller shall cooperate with the applicable utility companies to grant all necessary electrical, gas, cable and telecommunication easements to serve the Buyer's Proposed Development, and thereafter installation of such utilities within the easements at such time as each utility company notifies Seller or Buyer that it is ready to proceed with installation of such utilities (as applicable, the "***Utility Lines***"), which the parties acknowledge may occur post-Closing. Seller confirms that the utilities contemplated in this **Section 8(iii)** will be installed and existing on Seller's Development Parcel immediately adjacent to the Land, as part of the development of the improvements located in Phase 1, as shown on **Exhibit C**. Buyer acknowledges and agrees that all electrical, gas, cable and telephone, and other utility lines to be constructed on the Land in connection with the extension, distribution and connection of the Utility Lines to serve the improvements to be constructed on the Land in connection with the Buyer's Proposed Development, including the payment of any tap and/or connection fees, shall be the sole responsibility of Buyer, all other costs of construction and installation of the Utility Lines on the Seller Development Parcel will be the sole responsibility of Seller. Seller agrees to provide Buyer at Closing copies of any engineering or design information with respect to the Utility Lines in Seller's possession or control. Buyer shall cause each applicable utility company installing Utility Lines to serve Buyer's Proposed Development to deliver a "will serve" letter no later than three months prior to Closing establishing that each utility has the capacity to serve the Buyer's Proposed Development. The schedule of the granting of necessary utility easements and installation of the Utility Lines is set forth in Seller's Work Schedule attached as **Exhibit D**.

(iv) Seller shall install water and sewer mains to serve the Buyer's Proposed Development (the "***Water and Sewer Lines***"), with all such Water and Sewer Lines to be stubbed at the boundary line of the Land in the locations to be identified on the Site Plan. Buyer acknowledges and agrees that all water and sewer mains and laterals to be constructed on the Land in connection with the extension, distribution and connection of the Water and Sewer Lines to serve the improvements to be constructed on the Land in connection with the Buyer's Proposed Development, including the payment of any tap and/or connection fees, shall be the sole responsibility of Buyer. Following completion, Seller agrees to provide Buyer copies of any engineering or design information with respect to the Water and Sewer Lines in Seller's possession or control. Seller shall cause the Water and Sewer Lines stubbed at the boundary line of the Land to be completed at least 120 days prior to the Outside Closing Date.

(v) Seller shall design and install stormwater facilities to serve the Seller Development Parcel as required to satisfy governmental approvals for the development of the Seller Development Parcel for stormwater management, retention and/or treatment, including but not limited to BMP facilities and/or offsite credits (collectively the "***Stormwater Facilities***"). Buyer acknowledges that it may be required by the County to provide additional stormwater and BMP facilities on the Land in order to maintain sufficient capacity to serve the Land and Buyer's Proposed Development and agrees that all such onsite facilities shall be the sole responsibility of Buyer. The Stormwater Facilities will be located on the Seller Development Parcel as shown on the Site Plan, with such

adjustments as may be required by the applicable governmental authorities, with collection lines stubbed at the boundary of the Land. Buyer and Seller acknowledge and agree that (i) the construction of the Stormwater Facilities located on the Seller Development Parcel, and all related costs are the responsibility of Seller, and (ii) all filters, pipes, channels, swales, conduits or any other facilities to be constructed on the Land that are necessary to extend, distribute and connect the Buyer's Proposed Development to the Storm Water Facilities, including the payment of any inspection and other fees, shall be the sole responsibility of Buyer. Seller and Buyer agree that the Seller's Work Completion Date with respect to the Stormwater Facilities shall be as set forth on Seller's Work Schedule attached hereto as **Exhibit D**.

This **Section 8** survives Closing until Seller's bonds related to its plans associated with the Land are released by the County. Seller shall, upon request of Buyer not more than monthly, provide Buyer with updates concerning the Seller's Work, and Buyer shall have the right, upon not less than 24 hours' advance written notice, to enter the Land and the Seller Development Parcel in order to inspect the progress of the Seller's Work.

9. **Buyer's Work and Financing.**

(a) Seller shall in accordance with local governmental requirements and as required herein, at Buyer's cost and expense, diligently prosecute and complete the internal travelway parking areas (through base course of paving) and sidewalks immediately adjacent to the Land on the Seller Development Parcel to provide access to the Land from the public road, parking, and walkways all serving the Buyer's Proposed Development, in the areas shown as "Buyer's Work" on **Exhibit C**, attached hereto ("***Buyer's Work***"). Seller shall complete construction of Buyer's Work no later than Closing. Buyer shall complete construction of Buyer's Proposed Development no later than twenty-four months after the Closing Date. Buyer shall pursue its construction of Buyer's Proposed Development diligently and in good faith so as to avoid delay in the release of Seller's bonds and escrows from the County associated with the Final Site Plan Approval.

(i) At Closing, Buyer shall reimburse Seller for the costs and expenses of the Buyer's Work accrued by Seller as of Closing, and as set forth on a budget to be prepared by Seller and submitted to Buyer for its review and approval, not to be unreasonably withheld, conditioned or delayed, no later than fifteen days prior to the end of the Due Diligence Period. The budget will be attached to this Agreement by an amendment and will become **Exhibit C-1** upon joint approval by the parties (the "***Budget***"). The parties acknowledge that the Budget is subject to change based on County and governmental agency comments affecting the Site Plan until Final Site Plan Approval. Upon Final Site Plan Approval, the parties will update the Budget as reasonably necessary, and **Exhibit C-1** will be amended and restated by the parties to be the updated Budget. Any modifications to the Budget shall be subject to the written consent of both parties, not to be unreasonably withheld.

(ii) Upon completion of the Seller's and Buyer's Work and no later than ten days prior to the Closing Date, Seller and Buyer shall jointly inspect and approve Seller's and Buyer's Work, and Seller shall promptly make any corrections or repairs to same. Upon correction

by Seller, if applicable, Seller and Buyer shall promptly reinspect. At Closing, Buyer shall deliver to Seller the actual costs and expenses of the Buyer's Work accrued to-date, and as set forth in the approved Budget and supported by reasonable documentation (the "**Buyer's Work Funds**"). Buyer, at its sole cost and expense, is obligated to complete the final course of paving and make any repairs to the Buyer's Work installed by Seller prior to Closing, in accordance with Section 10(c) below.

(b) On or before October 1, 2024, or, if later, the application date set forth by the County, Buyer will make application and thereafter diligently pursue approval from the County of a financing commitment and/or award of subordinate financing (the "**County Debt Award**") in an amount sufficient, as determined by Buyer in its sole and absolute discretion, to enable Buyer to obtain the necessary public and private financing reasonably required for its acquisition of the Land and development and construction of the Buyer's Proposed Development. If, notwithstanding Buyer's good faith efforts, Buyer is unable to obtain the County Debt Award in an amount satisfactory to Buyer on or before February 28, 2025, then after such date, either party shall have the right, exercisable by written notice to the other party given at any time thereafter to terminate this Agreement, whereupon the Escrow Agent shall return the Initial Deposit and the Due Diligence Deposit to Buyer and neither Seller nor Buyer shall have any further obligation or liability to the other under this Agreement, except for those obligations and liabilities which expressly survive the termination of this Agreement.

(c) Promptly following the issuance of the County Debt Award, Buyer will make application and thereafter diligently pursue approval from VH of an award of and reservation agreement for low income housing tax credits (the "**Tax Credit Reservation**") in an amount sufficient, as determined by Buyer in its sole and absolute discretion, to enable Buyer to obtain the necessary public and private financing reasonably required for its acquisition of the Land and development and construction of the Buyer's Proposed Development. If, notwithstanding Buyer's good faith efforts, Buyer is unable to obtain the Tax Credit Reservation in an amount satisfactory to Buyer on or before September 30, 2025 (subject to extension in accordance with Section 9(f) below or by mutual written agreement of the parties), then this Agreement shall automatically terminate, whereupon the Escrow Agent shall return the Initial Deposit and the Due Diligence Deposit to Buyer and neither Seller nor Buyer shall have any further obligation or liability to the other under this Agreement, except for those obligations and liabilities which expressly survive the termination of this Agreement.

(d) Buyer agrees to conduct regular (not less than monthly) meetings (in-person or telephonic) with Seller to provide updates on Buyer's progress toward obtaining the Development Approvals, the County Debt Award, and the Tax Credit Reservation. Further, Buyer agrees to provide promptly to Seller copies of any correspondence or other documents received by Buyer with respect to any of such matters, provided Buyer shall not be required to provide to Seller any information which is proprietary or confidential to Buyer.

(e) Seller will work in good faith with Buyer to (A) coordinate communications with the County and other governmental entities regarding the Land and the other portions of the Seller

Development Parcel to be retained by Seller, and (B) support Buyer in its applications to governmental entities regarding the Property, including, but not limited to, any applications for operating subsidy, tax credit or debt financing.

(f) Buyer and Seller agree that if Buyer does not obtain the necessary County Debt Award or the Tax Credit Reservation in the 2024-2025 approval cycle, Buyer may extend the (i) the deadline for the County Debt Award provided in paragraph (b) above to February 28, 2026, (ii) the deadline for the Tax Credit Reservation provided in paragraph (c) above to September 30, 2026, (iii) the Outside Closing Date to June 30, 2027 (which Outside Closing Date will be subject to Buyer's option to extend the Outside Closing Date by up to sixty (60) days upon payment of the Extension Deposit in accordance with Section 14 below), to allow Buyer to reapply and obtain the necessary County Debt Award, Tax Credit Reservation, or both, but subject to Seller's reasonable review as noted below. Buyer will provide Seller any available information from VH and the County on the applications submitted by Buyer and any scoring on the subject application or applications and any available information on competitor applications and scoring. Buyer will provide reasonable information to Seller on the proposed plan to improve the competitiveness of the application or applications. If Seller reasonably concludes that Buyer's application or applications will not be competitive in the next succeeding round of applications for funding, Buyer will not be permitted to extend the above deadline or deadlines or the Outside Closing Date pursuant to this Section 9(f).

(g) The Proffers state that the AH Units are expressly not required to be members of the property owners' association to be created for upkeep of the common area serving the Community pursuant to a recorded declaration of covenants (the "**Master Association**") for so long as AH Units exist on the Land. Section II.B. of the Proffers requires that the owner of the Buyer's Proposed Development enter into an agreement with the Master Association for purposes of paying an annual fee, with an annual escalator, prior to approval of the Record Plat. Buyer shall cooperate with Seller in the negotiation of the agreement required by Section II.B. of the Proffers to the mutual and reasonable benefit of Buyer and the Master Association, which form of the agreement is the REA (defined below) and must be approved prior to Seller's submission of the Record Plat to the County for approval. Seller shall prepare a draft reciprocal easement and use agreement (an "**REA**") for purposes of meeting the requirements of Section II.B. of the Proffers and for providing Buyer's Development Parcel with all necessary access easements and rights to the common area serving the Community, in addition to obligating Buyer and subsequent owners of Buyer's Proposed Development to pay certain costs and expenses of the maintenance and upkeep of the common area serving the Community, including recreational amenities. Seller shall provide Buyer with a draft REA for its review and approval, and will be deemed approved if Buyer does not reasonably object to the draft REA submitted to Buyer for its approval within ten (10) business days following Buyer's receipt of the REA. The draft REA is required to be executed prior to Final Site Plan Approval applicable to the Seller Development Parcel, anticipated to occur on or about August 30, 2025. If upon Final Site Plan Approval the executed REA requires additional revisions or amendment, Seller will prepare an amended and restated REA based on Final Site Plan Approval, which amended and restated REA will be subject to Buyer's review and approval, which will not

be unreasonably withheld, conditioned or delayed. The amended and restated REA will be executed by the parties at Closing, if applicable, and the amended and restated REA or the REA, as applicable, will be recorded among the County land records after the Deed but prior to any financing documents at Closing.

10. Joint Development Cooperation.

(a) Seller and Buyer each shall work together in good faith to coordinate the development of their individual parcels for their respective intended uses to the benefit of each individual party where feasible including, without limitation, to execute promptly upon request all easements, including any temporary construction easements, rights-of-way, agreements and other documentation as may be reasonably required under the Final Site Plan Approval and at no cost to Buyer, with respect to access, storm drainage and management systems, sanitary sewer systems, water lines, electric power systems, natural gas lines, telephone lines and other utilities facilitating development of Seller's or Buyer's respective portions of the Seller Development Parcel.

(b) If Seller sells, transfers, or assigns the Seller Development Parcel to another entity or individual (a "***Seller Development Parcel Purchaser***"), Seller hereby agrees that such Seller Development Parcel Purchaser will assume the responsibilities of Seller under this Agreement.

(c) **Prevention and Repair.**

(i) Buyer. Buyer shall use commercially reasonable efforts not to damage improvements constructed by Seller as part of Seller's Work or other improvements constructed by Seller within the Community (collectively, "***Seller's Improvements***"). If, however, any damage occurs despite Buyer's commercially reasonable efforts, Buyer shall repair such damage done by Buyer and/or any of Buyer's contractors, suppliers, materialmen, or any party claiming through them ("***Buyer's Contractors***"), or Buyer's agents to any such improvements within thirty (30) days of Buyer's receipt of written notice thereof from Seller, or such longer time as shall be stated in Seller's notice to Buyer or if such damages cannot be repaired within thirty (30) days, then so long as Buyer commences to repair the damages, including the preparation of plans if reasonably required, and diligently pursues the repair, subject to Force Majeure (as defined below), then Buyer shall have such additional time as is reasonably necessary to cause the repairs to be completed in the ordinary course of business, not to exceed ninety (90) days. In particular, but not by way of limitation of the foregoing, Buyer acknowledges that: (i) damage to the common area elements, and/or damage to the common area landscaping, streetscape, trees and/or shrubs by Buyer, Buyer's Contractors, or Buyer's agents will result in Buyer being obligated to restore those common area elements promptly to the satisfaction of Seller and the appropriate County governmental authority as necessary to meet Seller's schedule for release of Seller's bonds; and (ii) damage to any roads (both public and private) or other improvements as described herein by Buyer, Buyer's Contractors, or Buyer's agents will result in Buyer being obligated to repair such damage promptly to the satisfaction of Seller and the appropriate State or County governmental authority as necessary to meet Seller's schedule for release of Seller's bonds. Buyer's failure to complete repairs as set forth above within the time periods noted above entitles Seller to exercise self-help, and thereafter Buyer

will be obligated to pay Seller on demand for the actual costs and expenses of such repairs, plus an administrative fee of 12% of the costs thereof.

(ii) Seller. Seller shall use commercially reasonable efforts not to damage improvements constructed by Buyer or Buyer's Work. If, however, any damage occurs despite Seller's commercially reasonable efforts, Seller agrees to repair such damage done by Seller and/or any of Seller's contractors, suppliers, materialmen, or any party claiming through them, or Seller's agents to any such improvements within thirty (30) days of Seller's receipt of written notice thereof from Buyer, or such longer time as shall be stated in Buyer's notice to Seller, or if such damages cannot be repaired within thirty (30) days, then so long as Seller commences to repair the damages, including the preparation of plans if reasonably required, and diligently pursues the repair, subject to Force Majeure, then Seller shall have such additional time as is reasonably necessary to cause the repairs to be completed in the ordinary course of business, not to exceed ninety (90) days. Seller's failure to complete repairs as set forth above within the time periods noted above entitles Buyer to exercise self-help, and thereafter Seller will be obligated to pay Buyer on demand for the actual costs and expenses of such repairs, plus an administrative fee of 12% of the costs thereof.

(d) This Section 10 shall survive Closing until Buyer's Proposed Development has been issued a certificate of occupancy and Seller's, or its successor's, bonds related to its plans associated with the Land or portions of the Seller Development Parcel affected by Sections 6, 7, 8, 9(a), 10 and 11(a)(ix) are released by the County.

11. Representations and Warranties.

(a) Seller makes the following representations and warranties to Buyer:

(i) Seller has the power to enter into this Agreement and to consummate the transaction provided for herein and its undersigned signatory has the full power, authority and legal right to enter into this Agreement, to consummate the transaction and to convey the Property as provided for herein.

(ii) At Closing, Seller will be the legal and equitable owner of the Property, with the full right to convey the same without the joinder of any other person or party, and without limiting the generality of the foregoing, Seller has not granted any option contract, right of first refusal or other sales contract pursuant to which any other party has any right to purchase any interest in the Property or any part thereof.

(iii) There are no leases, tenancies or other rights of occupancy with respect to the Property except Blue Mount's right of occupancy until October 30, 2024 (the "***Blue Mount Leaseback Period***"). Seller shall cause the Blue Mount Leaseback Period to terminate no later than Closing.

(iv) Seller has not received any written notice and Seller has no Actual Knowledge (as defined below) of any threatened, judicial, municipal or administrative proceedings

affecting Seller or any portion of the Property (including condemnation proceedings) or affecting Seller's right to sell any portion of the Property.

(v) Except as required in connection with the Rezoning, including, without limitation, as may be set forth in the Proffers, Seller has incurred no obligation to municipal or state authorities or utilities with respect to any portion of the Property to dedicate any part of the Property, to improve any part of the Property or to construct any off-site improvements on adjacent property as a condition to rezoning, use permit or similar application and Seller has no Actual Knowledge that the Property is subject to any such obligations incurred by anyone else.

(vi) To Seller's Actual Knowledge, the Property is not in violation of any wetlands or environmental law, or other zoning, subdivision, building, ordinance or land use law.

(vii) To Seller's Actual Knowledge, the Land does not contain any Hazardous Materials (as defined in **Exhibit A** attached hereto) in violation of Environmental Requirements (as defined in **Exhibit A** attached hereto), and to Seller's Actual Knowledge, the Land has not been used for the use, manufacturing, storage, discharge, release or disposal of Hazardous Materials in violation of Environmental Requirements that have not been disclosed in writing to Buyer.

(viii) The Property is zoned in accordance with the Rezoning. Except as set forth in this Agreement, Buyer acknowledges that Seller is selling the Property, including specifically all improvements, fixtures and equipment, "as is", "where is" and "with all faults" and that Seller disclaims any express or implied warranties of any kind whatsoever, except for the warranties contained herein and in any documents delivered at the Closing. Any personal property remaining on the Property after the conclusion of the Blue Mount Leaseback Period and at the time of the Closing will be deemed abandoned, and Buyer may dispose of it as Buyer deems appropriate.

(ix) The Property will have direct or deeded access to public roads as required pursuant to **Section 8** and Seller will have ensured that the Property has access and connection rights to all utilities required pursuant to **Section 8** and as required under the Proffers.

(x) Neither the entering into of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute or result in a violation or breach by Seller of any contract or other instrument to which it is a party, or to which it is subject or by which it or any of its assets or properties may be bound.

(xi) Neither the entering into of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation or any governmental authority. There is no action, suit, proceeding or investigation pending, or to Seller's actual knowledge, threatened which would prevent the transaction contemplated by this Agreement or which would question the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county or municipal

department, commission, board, bureau, agency or other governmental instrumentality.

(xii) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization, arrangement or other action under Federal or Virginia bankruptcy, insolvency or similar laws is pending or contemplated by Seller or, to Seller's actual knowledge, threatened against Seller.

(xiii) That neither Seller nor any of its affiliates, partners, members, shareholders or other equity owners, employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (the "**OFAC**"), of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(xiv) At all times during the term of this Agreement and as of Closing, all of Seller's statements and covenants in this Agreement are true and correct in all material respects; no statement by Seller contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements or information contained in this Agreement not misleading; and Seller shall notify Buyer, promptly after acquiring knowledge thereof, of any event or circumstances that would make any statement of fact by Seller to Buyer under this Agreement to be materially untrue.

For purposes of this Section 11(a), the term "***Seller's Actual Knowledge***" shall not be construed, by imputation or otherwise, to impose any duty to investigate by Seller the matter to which such actual knowledge, or the absence thereof, pertains. Notwithstanding anything to the contrary contained in this Agreement, none of the members of Seller shall have any personal liability hereunder.

(b) Buyer makes the following representations and warranties to Seller:

(i) Buyer has the power to enter into this Agreement and to consummate the transaction provided for herein and its undersigned trustees/officers have the full power, authority and legal right to enter into this Agreement, to consummate the transaction and to convey the Property as provided for herein.

(ii) Neither the entering into of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute or result in a violation or breach by Buyer of any contract or other instrument to which it is a party, or to which it is subject or by which it or any of its assets or properties may be bound.

(iii) Neither the entering into of this Agreement nor the consummation of the

transaction contemplated by this Agreement will constitute or result in a violation or breach by Buyer of any judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation or any governmental authority. There is no action, suit, proceeding or investigation pending, or to Buyer's actual knowledge, threatened which would prevent the transaction contemplated by this Agreement or which would question the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any federal, district, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(iv) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization, arrangement or other action under Federal or Virginia bankruptcy, insolvency or similar laws is pending or contemplated by Buyer or, to Buyer's Actual Knowledge (as defined below), threatened against Buyer.

(v) That neither Buyer nor any of its affiliates, partners, members, shareholders or other equity owners, employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (the "OFAC"), of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(vi) At all times during the term of this Agreement and as of Closing, all of Buyer's statements and covenants in this agreement are true and correct in all material respects; no statement by Buyer contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements or information contained in this Agreement not misleading; and Buyer shall notify Seller, promptly after acquiring knowledge thereof, of any event or circumstances that would make any statement of fact by Buyer to Seller under this Agreement to be materially untrue.

For purposes of this Section 11(b), the term "**Buyer's Actual Knowledge**" shall not be construed, by imputation or otherwise, to impose any duty to investigate by Buyer the matter to which such actual knowledge, or the absence thereof, pertains. Notwithstanding anything to the contrary contained in this Agreement, none of the members of Buyer shall have any personal liability hereunder.

12. Covenants. Seller makes the following covenants to Buyer:

(a) Upon receipt of Buyer's Notice to Proceed, Seller will no longer market the Property or enter into any back up contract for the sale of any portion of the Property or market the Property to another entity or individual.

(b) While this Agreement is in effect, Seller will not enter into any leases or other rights of use or occupancy except those disclosed to Buyer herein, with respect to any portion of the Property without Buyer's prior written consent.

13. Conditions. The obligation of Buyer under this Agreement to purchase the Property from Seller is subject to the satisfaction of each of the following conditions with respect to such portion of the Property (any of which may be waived in whole or in part by Buyer in writing on or prior to the Closing Date):

(a) Seller shall own fee simple title to the Property, which will be good and marketable, and subject to no liens, encumbrances, leases, licenses, rights of occupancy, security interests, restrictions, rights-of-way, easements or encroachments (collectively "*Exceptions*") other than (A) the Permitted Exceptions, and (B) deeds of trust to be satisfied in full out of the proceeds of the Purchase Price. If requested by Buyer, the Title Company will be prepared to issue, at its standard premium rates, a title insurance policy insuring the title to the Property subject only to the Permitted Exceptions in the amount of the Purchase Price.

(b) Seller will have provided to Buyer and the Title Company a certification, resolution or written consent of Seller's members authorizing the sale, as reasonably acceptable to the title insurance underwriter's agent.

(c) As of the Closing Date, (i) Seller's representations and warranties in this Agreement will be true and correct in all material respects, and (ii) Seller will have performed all of its other obligations under this Agreement.

(d) There will be no material adverse change to the physical condition of the Land (the physical condition of the improvements being immaterial to this Agreement) or to the environmental condition of the Property or any of the improvements thereon since the Effective Date.

(e) The Final Rezoning Approval shall remain in effect and unmodified except as permitted under this Agreement.

(f) The Land will be a valid separate legal lot or parcel.

(g) Seller will have completed all of Seller's Work and Buyer's Work required to be performed as of the Closing Date pursuant to the terms of Section 7, Section 8, and Section 9 of this Agreement in a good and workmanlike manner and in accordance with and acceptable under the rules, regulations, laws and ordinances of the applicable governmental authorities.

(h) Buyer will have obtained the County Debt Award and Tax Credit Reservation.

(i) Buyer will have obtained all governmental authorizations required to be obtained from the County or any other governmental agencies necessary for the construction of the Buyer's Proposed Development, including, without limitation, any Development Approvals with respect to

the Buyer's Proposed Development.

- (j) The Blue Mount Leaseback Period shall have terminated.

If any of the conditions to Closing set forth in this Section 13 have not been met or waived in writing by Buyer on or before the Outside Closing Date, then Buyer at its option and sole discretion may elect to (i) terminate this Agreement by written notice to Seller, (ii) extend the Outside Closing Date for sixty (60) days, or if Seller's Work remains incomplete, for up to ninety (90) days, to allow Seller time to satisfy any unsatisfied conditions applicable to Seller, or (iii) waive in writing any unsatisfied conditions and proceed to Closing in accordance with this Agreement. If Buyer elects to extend the Outside Closing Date pursuant to clause (ii) above, such election will not constitute a waiver of Buyer's right to thereafter exercise its rights under clauses (i) and (iii) above if the conditions are still not satisfied at the end of the extended period. If Buyer elects to terminate this Agreement under clause (i) above with respect to the Closing, then the entire Deposit shall be delivered to Buyer, provided that Buyer is not in default under this Agreement. In the event of such termination, thereafter, this Agreement will be deemed terminated and neither party will have any further obligation to the other (except as otherwise expressly provided to survive termination in this Agreement) and except for the breach of any covenant which causes a non-satisfaction of the condition giving rise to such termination. Notwithstanding anything to the contrary contained in this Agreement, if any condition in this Section 13 has not been satisfied due to a breach or default by Seller hereunder, then Buyer's rights and remedies and the Seller's obligations will instead be determined in accordance with Section 16 and Section 17, as applicable.

14. Closing.

(a) If all of the conditions to closing as set forth in Section 13 above have been satisfied or waived in accordance therewith, the consummation of the sale and purchase of the Property (the "**Closing**") will be held in the offices of the Escrow Agent on a date designated by Buyer (the "**Closing Date**"), but in no event later than December 1, 2026 (the "**Outside Closing Date**"). Buyer will provide Seller with notice of the scheduled Closing Date at least ten (10) Business Days prior to the Closing. Buyer may elect to extend the Outside Closing Date by up to sixty (60) days, if necessary, to close on the financing for the Property by written notice to Seller, together with the delivery to Seller of an additional deposit of Fifty Thousand Dollars (\$50,000) (the "**Extension Deposit**"). The Extension Deposit will be added to and will be deemed to be a part of the Deposit under this Agreement.

(b) At the Closing, Seller, in addition to any other documents required to be delivered under the terms of this Agreement, will deliver fully executed copies of the following:

- (i) Original Condominium Instruments, notarized and with all exhibits attached, if not recorded among the County land records prior to Closing;
- (ii) A special warranty deed (each a "**Deed**") to the Land, duly executed and acknowledged by Seller conveying good, marketable fee simple title to the Land, free and clear of all liens and encumbrances, and subject to no Exceptions other than the Permitted Exceptions and

in proper form for recording;

(iii) An assignment, in a form and substance reasonably acceptable to Seller and Buyer, of all of Seller's right, title and interest in all County and other governmental approvals or permits with respect to the Land, including, but not limited to re-zoning, proffers conditional use permits, site plan approvals, land disturbance permits and building permits, to the extent assignable by Seller;

(iv) An original counterpart to the REA, notarized and with all exhibits attached thereto, if not recorded among the County land records prior to Closing;

(v) An original counterpart to the Buyer's Funds escrow agreement;

(vi) A standard owner's affidavit, as customarily required by title companies, pertaining to mechanic's liens and the absence of tenants in occupancy of the Land. The owner's affidavit will also contain a covenant by Seller that is acceptable to the Title Company in order to provide standard "gap" coverage in the event Seller requests the disbursement of funds prior to the recordation of the Deed. Seller will also provide reasonable documentation to Buyer and the Title Company to evidence the authority of the individual executing closing documents on behalf of Seller;

(vii) Affidavits pursuant to Internal Revenue Code requirements certifying that Seller is not a "foreign person" pursuant to Section 1445 of the Internal Revenue Code and containing all information necessary to complete Internal Revenue Service Form 1099-S (if applicable);

(viii) A completed Virginia Non-Resident Property Owner Exemption Certificate (R-5), if applicable;

(ix) A certificate to the effect that Seller's representations and warranties set forth in Section 11 of this Agreement are true and correct in all material respects as of the Closing Date;

(x) Any customary documents reasonably required by VH, the County or any investor or lender to Buyer in connection with the financial closing, provided the same do not materially modify the obligations of Seller under this Agreement;

(xi) A settlement statement in a form that is mutually acceptable to both Buyer and Seller (the "***Settlement Statement***"); and

(xii) Any other documents expressly required to be delivered by Seller pursuant to any other provisions of this Agreement or as is customary in a commercial real estate conveyance transaction in the Commonwealth of Virginia.

(c) At the Closing, Buyer, in addition to any other documents required to be delivered

under the terms of this Agreement, will deliver:

- (i) An original counterpart to the REA, notarized, if not recorded prior to Closing;
 - (ii) A counterpart signed copy of the Settlement Statement;
 - (iii) An original counterpart to the Buyer's Funds escrow agreement;
 - (iv) The Purchase Price to Escrow Agent pursuant to Section 2 above, subject to the prorations and adjustments set forth in this Agreement which will be set forth on the Settlement Statement;
 - (v) Buyer's Work Funds to Escrow Agent;
 - (vi) A certificate to the effect that Buyer's representations and warranties set forth in Section 11 of this Agreement are true and correct in all material respects as of the Closing Date; and
 - (vii) Deliver to Seller and/or the Title Company, as applicable, any other documents expressly required to be delivered by Buyer pursuant to any other provisions of this Agreement or as is customary in a commercial real estate conveyance transaction in the Commonwealth of Virginia.
- (d) The following will be prorated as of the Closing Date (with Buyer being treated as the owner of the Property on the Closing Date): (i) real estate taxes for the then-current tax period, and (ii) utilities, including, without limitation, water, sewer and stormwater charges. Notwithstanding anything to the contrary contained in this Agreement, Seller will pay, on or prior to the Closing Date, any past due or accrued real estate taxes and any roll-back taxes that are payable with respect to periods prior to Closing, and any other amounts due with respect to the Property as of the Closing Date including, without limitation, any indebtedness constituting a Monetary Lien against the Property other lien that can be satisfied by the payment of money.
- (e) With respect to the Closing, Seller and Buyer will each pay one-half of (i) the state and local recordation taxes and fees payable in connection with the recordation of the Deed, and (ii) the costs charged by the Title Company or Escrow Agent, as applicable, to prepare the Settlement Statement and to serve as closing agent for this transaction. Buyer will pay all other closing costs, including, but not limited to, any costs related to survey, title insurance, and all costs related to Buyer's financing for the acquisition of the Property and/or for the acquisition of the Property and/or the development and construction of Buyer's Proposed Development, including all state and local recordation taxes payable on any deed of trust or mortgage encumbering the Property. Except as set forth in Section 21 below, each party will be responsible for its own attorneys' fees incurred in connection with this transaction.
- (f) Exclusive of the Proffers with respect to the Land and Buyer's Proposed

Development, Buyer will not assume any contract, agreements, orders, liabilities or obligations of Seller, whether with respect to the Property or otherwise. For the avoidance of doubt, Seller and Buyer acknowledge and agree that Buyer will not assume any obligations for the Proffer Cash Payments, all of which shall be the responsibility of Seller in accordance with Section 6(a) above.

15. Possession. Possession of the Property will be delivered to Buyer at Closing free and clear of all leases, tenancies and rights of occupancy.

16. Seller's Default.

(a) If (i) Seller fails to tender the Deed and complete Closing on the sale of the Property under this Agreement, or (ii) Seller shall otherwise breach or default under any of the provisions of this Agreement, which default remains uncured for ten (10) days after written notice from Buyer, and Buyer is not then in default under this Agreement, Buyer shall have the right to elect, as its sole and exclusive remedy, either (x) to pursue specific performance of this Agreement, on condition that the action is filed within ninety (90) days following the later of the occurrence of the default or the expiration of any applicable cure period; or (y) to terminate this Agreement, whereupon the Escrow Agent or Seller, as applicable, will deliver to Buyer a complete refund of the Deposit and Seller shall reimburse Buyer for the actual and reasonable fees and costs for third-party attorneys, engineers and consultants incurred by Buyer in the negotiation of this Agreement, Buyer's Due Diligence Inspections, and Buyer's efforts in connection with the Buyer's Proposed Development related to the Property, up to a maximum of \$500,000.00 ("***Seller Default Payment***"), accompanied by written evidence of all amounts constituting the Seller Default Payment. For purposes of clarity, the Seller Default Payment shall not include any amounts for costs incurred by Buyer with respect to Buyer's employees, internal work product or administrative or overhead costs. Upon receipt of the Seller Default Payment, this Agreement will terminate and the parties shall have no further rights or obligations hereunder, except for those obligations and liabilities which expressly survive the termination of this Agreement.

(b) In the event that specific performance is not available to Buyer as a remedy as a result of the actions or inactions of Seller, such as by reason of the transfer or encumbrance of title to the Property caused by Seller, Buyer shall be entitled to any and all remedies at law or in equity, exclusive of special, consequential and punitive damages.

(c) If after Closing Seller fails to perform any of the Seller's Work which it is required to complete under Section 8 by the applicable Seller's Work Completion Date, or fails to perform any of the Buyer's Work which it is required to complete under Section 9, and such failure remains uncured for sixty (60) days after written notice from Buyer, and Buyer is not then in default under this Agreement, then Buyer is entitled to self-help, and Seller will be liable to Buyer for the actual and reasonable third-party costs and expenses incurred by Buyer in connection with its performance of such unfinished Seller's Work or Buyer's Work, plus an administrative fee of 12% of the costs thereof, and Buyer may terminate this Agreement and Escrow Agent shall deliver the Buyer's Funds, if then held in escrow, to Buyer, and the parties will have no further obligations to one another except as expressly survive termination. Seller shall immediately execute all necessary

assignments of contracts and permits, as requested by Buyer for purposes of Buyer's exercise of its self-help rights hereunder.

17. Buyer's Default.

(a) If at or prior to Closing (i) Buyer fails to tender Closing on the purchase of the Property under this Agreement, and Seller is ready, willing and able to perform, or (ii) Buyer shall otherwise breach or default under any of the provisions of this Agreement which remains uncured for ten (10) days after written notice from Seller and Seller is not in default under this Agreement, then Escrow Agent shall deliver any Deposit then held by it to Seller, and Seller shall retain the entire Deposit, including any amount previously delivered to Seller, as liquidated damages and as Seller's sole remedy. It being agreed between Seller and Buyer that the actual damages to Seller in the event of such breach or default are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof. Thereafter, this Agreement shall automatically terminate and Buyer and Seller shall be relieved of further liability hereunder, except for those obligations and liabilities which expressly survive the termination of this Agreement.

(b) If after Closing, Buyer breaches or defaults under any of the provisions of this Agreement, which remains uncured for thirty (30) days after written notice from Seller and Seller is not in default under this Agreement, then Seller is entitled to exercise self-help, and thereafter Buyer will be obligated to pay Seller on demand for the actual costs and expenses of curing such default, plus an administrative fee of 12% of the costs thereof. Buyer shall immediately execute all necessary assignments of contracts and permits, as requested by Seller for purposes of Seller's exercise of its self-help rights hereunder.

18. Assignment. Buyer's rights under this Agreement will be assignable to any related entity or entities in which Buyer or the principals thereof have the controlling or managing member interest in such entity or entities without requirement of the consent of Seller, but Buyer shall provide Seller with written notice of any such assignment no less than ten (10) Business Days prior to Closing. Further, Buyer's rights under this Agreement will be assignable to any related entity or entities in which Buyer or the principals thereof have a minority interest and a non-profit affordable housing developer with experience in the Northern Virginia market has the controlling interest with prior written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Seller acknowledges and consents to the assignment of Buyer's rights and obligations under this Agreement to those assignees. Any other assignment of this Agreement by Buyer will require the prior written consent of Seller, which consent may be given or withheld in the sole discretion of Seller.

19. Notices. Except as otherwise provided herein, notices, demands, requests, consents, approvals and other communications (collectively "**notice**") required or permitted to be given hereunder or which are to be given with respect to this Agreement must be in writing and must be given by personal service, express mail, commercial overnight delivery service, by certified or registered U. S. mail, postage prepaid, return receipt requested, or by electronic mail (followed by one of the other approved forms of delivery), and addressed to the party to be so notified at the

following address. Any notice, demand, request, or communication required or permitted hereunder may be provided by legal counsel of the respective party. Either party by notice to the other in accordance with the above may designate a substitute address for such notice, demand, request, or communication and thereafter such substitute address must be used for the giving of notice, demand, request, or communication. to the respective parties hereto as follows:

Seller: U.S. Home, LLC (d/b/a Lennar)
Virginia - DC Metro Division
14280 Park Meadow Drive, Suite 108
Chantilly, Virginia 20151
Attn: Matthew Wineman, Division President
Email: Matthew.Wineman@lennar.com
Attn: Tim Bates, VP of Land Acquisitions
Email: Tim.Bates@lennar.com

U.S. Home, LLC (d/b/a Lennar)
Maryland / Delaware Division
Attn: Jeff Minich, VP of Land
Email: jeff.minich@lennar.com

With a copy to: Walsh, Colucci, Lubeley & Walsh, P.C.
4310 Prince William Parkway, Suite 300
Prince William, Virginia 22192
Attn: Erin Moore Thiebert, Esq.
Email: ethiebert@thelandlawyers.com

And a copy to: Lennar Corporation
Attn: Michael Cochenour, Esquire
Regional Transactional Counsel
Email: michael.cochenour@lennar.com

And a copy to: Lennar Corporation
5505 Blue Lagoon Drive
Miami, Florida 33126
Attn: Mark Sustana, Esquire, General Counsel
Facsimile No.: (305) 229-6650

Buyer: Wellington Development Partners, LLC
47818 Scotsborough Square
Potomac Falls, VA 20165
Attn: Ben Miller
Email: bmiller@wellington-development.com

With a copy to: Klein Hornig LLP
1325 G St NW, Suite 770
Washington, DC 20005
Attention: Aaron O'Toole, Esq.
Email: aotoole@kleinhornig.com

20. Miscellaneous. This Agreement will be governed by, construed and enforced under the laws of the Commonwealth of Virginia. This Agreement sets forth the entire agreement and understanding between the parties with respect to the contemplated transactions and supersedes all prior agreements, arrangements and understandings. Failure of any party at any time or times to require performance of any provisions hereof will in no manner affect the right at a later time to enforce the provision. No waiver by either party of any condition, or the breach of any term, covenant, representation or warranty contained in this Agreement whether by conduct or otherwise, in any one or more instances, will be deemed a further or continuing waiver of any condition or covenant, representation or warranty of this Agreement. Any change to this Agreement will be made only in writing executed by the party sought to be charged thereby. The captions and paragraph headings are for convenience only and will not be used in construing or enforcing any of the provisions of this Agreement. All covenants, representations and warranties made by Seller or Buyer will survive the Closing for a period of one (1) year, unless as otherwise agreed upon in this Agreement. If any period or date under this Agreement would expire or fall on a weekend or holiday, such period or date will be extended until the first Business Day thereafter. “**Business Day**” will mean a day other than a Saturday, Sunday or United States Federal holiday. Time is of the essence in the performance of the parties’ respective obligations set forth in this Agreement. This Agreement will inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns. Risk of loss will remain with Seller until the completion of the Closing hereunder.
21. Attorney’s Fees. The prevailing party in any litigation relating to this Agreement will be entitled to recover reasonable attorneys’ fees and court costs from the losing party.
22. Escrow. The Deposit will be held in escrow by Escrow Agent in a federally insured account. The Escrow Agent will have no liability to any party in acting or refraining from acting hereunder except for willful misfeasance and will perform such function without compensation. In the event of any dispute between the parties or between Escrow Agent and Seller or Buyer, the Escrow Agent may deposit the Deposit with a court of competent jurisdiction for the purpose of obtaining a determination of such controversy.
23. Brokers. Buyer and Seller each warrants to the other that neither party has dealt with any brokers with regard to this transaction. If any broker or other intermediary claims to be entitled to a fee or a commission by reason of having dealt with Seller or Buyer, as the case may be, in connection with this transaction or having introduced the Property to Buyer for sale, or having been the inducing cause to the sale, the party with whom such broker claims to have dealt will indemnify, defend and save harmless the other party of and from any claim for commission or compensation

by such broker or other intermediary.


24. Casualty. If all or any portion of the Property is destroyed or damaged by one or more casualties prior to Closing, the Closing will occur as herein provided, and Seller will assign to Buyer all of Seller's interest in any insurance proceeds respecting such damage or destruction and Buyer will receive a credit against the Purchase Price for the amount of any deductible payable by Seller related to such damage or destruction. Prior to Closing, Seller agrees to notify Buyer of the occurrence of any casualty and agrees not to settle or accept payment of any insurance claim, without first offering Buyer the right and a material opportunity to participate in any such settlement or negotiations.
25. Condemnation. If, prior to the Closing Date, a condemnation action is commenced against the Property or any portion thereof, then Seller will promptly give Buyer notice thereof, in which case Buyer may, at its option, either (a) terminate this Agreement, in which case the parties will have no further obligation to each other and the Deposit will be refunded to Buyer; or (b) purchase the Property in accordance with the terms and provisions of this Agreement, in which event all condemnation awards payable as a result of or attributable to the taking of the Property or any part thereof will be delivered and/or assigned by Seller to Buyer at Closing, less Seller's third party, out of pocket costs, inclusive of reasonable attorneys' fees, professional consultant fees and disbursements, incurred by Seller in connection with obtaining payment of any insurance proceeds or condemnation award.
26. Counterparts. This Agreement may be executed in one or more counterparts and each such counterpart will be deemed to be an original; all counterparts so executed will constitute one (1) instrument and will be binding on all of the parties to this Agreement notwithstanding that all of the parties are not signatories to the same counterpart. Facsimile and/or electronically delivered scanned copies of this Agreement signed by the parties will be binding and enforceable as if the same were an executed original.
27. Confidentiality. Seller and Buyer hereby agree that the terms of this Agreement and all non-public information regarding Seller and Buyer, the Seller Development Parcel, the Property, the Buyer's Proposed Development, the Development Approvals and this Agreement provided by one party to the other (the "**Proprietary Information**") are confidential and shall not be disclosed to anyone without the prior written consent of the other party; provided, however, that Buyer and Seller may disclose Proprietary Information (a) to those certain individuals assisting Buyer and Seller with this transaction, (b) as necessary to obtain the Development Approvals and/or for Buyer to obtain its financing with respect to the Property, and (c) for either party to obtain financing for its respective future development activities contemplated hereunder. In the event this Agreement is terminated for any reason whatsoever, Seller and Buyer hereby agree to return to each other any and all Proprietary Information furnished to it by the other party and further agree not to use or allow to be used any Proprietary Information for any purpose whatsoever. The foregoing confidentiality obligations shall not apply to any information Seller and/or Buyer are legally compelled to disclose by judicial or governmental authority, but only to the extent so compelled.

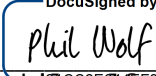
28. Force Majeure. Except as applicable to any obligation to pay money due hereunder, if the performance by either party of any of their obligations set forth in this Agreement is delayed by natural disaster, terrorist activity, war, pandemic health condition, labor dispute or similar matter beyond the control of such party, without such party's fault or negligence, then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and thereafter, the deadline for completion of such obligation will be extended by a like number of days.
29. WAIVER OF TRIAL BY JURY. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE.

[Remainder of page intentionally left blank.]

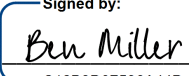
IN WITNESS WHEREOF, the parties have executed this Purchase & Sale Agreement effective as of the Effective Date.

SELLER: **U.S. HOME, LLC,**
a Delaware limited liability company

DocuSigned by:

By: _____ (SEAL)
Name: Jeffrey Minich
Title: Vice President
Date: 9/25/2024

DocuSigned by:

By: _____ (SEAL)
Name: Phil Wolf
Title: Vice President
Date: 9/25/2024

BUYER: **WELLINGTON DEVELOPMENT PARTNERS, LLC,**
a Virginia limited liability company

Signed by:

By: _____
Benjamin Miller
Its: Principal
Date: 9/25/2024

P1466990.DOCX

EXHIBIT A

ENVIRONMENTAL DEFINITIONS

“Hazardous Materials” means any substance which is or contains (i) any “hazardous substance” as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.) (***“CERCLA”***) or any regulations promulgated under or pursuant to CBRCLA; (ii) any “hazardous waste” is now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) (***“RCRA”***) or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are classified or considered to be hazardous or toxic under Environmental Requirements (as hereinafter defined) or the common law, or any other applicable laws relating to the Property. Hazardous Materials will include, without limitation, any substance, the presence of which on the Property requires reporting, investigation or remediation under Environmental Requirements.

“Environmental Requirements” means all laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders, and decrees, enacted, promulgated, or amended, of the United States, the states, the counties, the cities, or any other political subdivisions in which the Property is located, and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property, or the use of the Property, relating to pollution, the protection or regulation of human health, natural resources, or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or waste or Hazardous Materials into the environment (including, without limitation, ambient air, surface water, ground water or land or soil).

EXHIBIT B
PROFFERS AND CONCEPT DEVELOPMENT PLAN
(Attached)

PROFFER STATEMENT
DOGWOOD FARM STATION

LEGI-2023-0018

ZMAP-2021-0010

November 2, 2023

Blue Mount Nursery, Inc., (“Owner”) is the owner of the parcels identified as Loudoun County PINs 057-48-9129, 057-49-4102, 057-39-2064, and 057-39-3060 (Tax Map ##/63/D/1/////6A, /63/D/1/////4/, /63/D/1///RA1/, and /63/D/1///RA2/) (“Blue Mount Property”) and the Board of Supervisors of Loudoun County, Virginia is the owner of the area subject to RDAB-2021-0006 (“County-Owned Area”), identified on Sheet 4 of the Concept Development Plan referenced in Proffer I.A. below. The Blue Mount Property and the County-Owned Area, which collectively total 20.0827 acres, are hereinafter jointly referred to as the “Property”. The Property is more fully depicted on the Concept Development Plan identified in Proffer I.A. below. The Owner, on behalf of itself and its successors in interest, and Board of Supervisors of Loudoun County, Virginia, hereby voluntarily proffers, pursuant to Section 15.2-2303 of the Code of Virginia (1950), as amended, and Section 6-1209 of the Revised 1993 Loudoun County Zoning Ordinance (“Zoning Ordinance”), that in the event the Board of Supervisors of Loudoun County, Virginia approves ZMAP-2021-0010 to rezone the Property from the A-3 Agricultural Residential zoning district (“A-3”), to the R-24 Multifamily Residential zoning district to be administered as an affordable dwelling unit district under Section 7-1000 et. seq. of the Zoning Ordinance (“R-24 ADU”), development of the Property shall be in substantial conformance with the following conditions (“Proffers”). These Proffers are the only development conditions that govern this Property and shall supersede any other applicable zoning application on the Property, provided that these Proffers shall become effective only upon final approval of this ZMAP-2021-0010 and the existing uses on the Property shall be permitted to continue as non-conforming uses until such time as approval of the first site plan related to ZMAP-2021-0010 on the Property. As used herein, the term “County” refers to the Board of Supervisors of Loudoun County, Virginia, or to the applicable Loudoun County government department, staff, or official enabled with authority to act on the County’s behalf, within the context of the particular proffer provision.

I. CONCEPT DEVELOPMENT PLAN & DEVELOPMENT SCOPE

- A. Concept Development Plan. Development of the Property shall be in substantial conformance with Sheets 1, 4, 7, 8, 11, and 12 (“Concept Development Plan” or “CDP”) of the 16-sheet plan set titled “DOGWOOD FARM STATION,

Dogwood Farm Station
 LEGI-2023-0018
 ZMAP-2021-0010
 Page 2

ALGONKIAN ELECTION DISTRICT, LOUDOUN COUNTY, VIRGINIA, LEGI-2023-0018, ZMAP-2021-0010, SPEX-2022-0025, ZMOD-2021-0039, ZMOD-2022-0003, ZMOD-2022-0072, ZMOD-2023-0004,” dated June 29, 2021 and revised through October 23, 2023, prepared by Pennoni Associates, Inc. The Concept Development Plan shall control the general development, layout, and configuration of the Property. Minor adjustments to the locations of the proposed uses, facilities, and improvements shown on the CDP shall be permitted as reasonably necessary to address grading, drainage, environmental, cultural and natural features, development ordinance requirements, other final engineering considerations, and to accommodate the recommendations of archaeological studies, if any, provided that any such minor adjustments shall be in accordance with Section 6-1209 of the Zoning Ordinance.

- B. Development Scope. The Property shall be developed with a maximum of 425 total dwelling units, inclusive of the following dwelling unit types: up to 153 multifamily attached dwelling units (“MF ATTACHED”) (inclusive of 5 Affordable Dwelling Units (“ADUs”); up to 200 multifamily stacked dwelling units composed of two over two and back to back dwelling units (“MF STACKED”) (inclusive of one ADU); and Affordable Housing Units (“AHUs”) composed of 72 age restricted MF ATTACHED AHUs. If AHUs are not constructed on the Property, ADUs shall be provided on the Property in accordance with Proffer VI.A.ii. If SPEX-2022-0025 is approved by the County, a child care center shall be permitted on the Property.

II. HOMEOWNERS ASSOCIATION

- A. Homeowners Association, Generally. With the exception of the AHUs referenced in the next sentence, each residential property owner in the Property shall be a member of the homeowners association (“HOA”) which shall be established to own and maintain common property and facilities, provide standards for the landscaping and use of privately-owned land and structures within the Property, and perform any other responsibilities allocated to the HOA under these Proffers. The building identified on Sheet 4 of the CDP as “MF ATTACHED AFFORDABLE HOUSING UNITS WITH CHILD CARE CENTER” (“AHU Building”) shall be located on a parcel that is not required to be a member of the HOA so long as AHUs are established and continue to exist within the AHU Building, and a record plat creating such parcel shall be submitted to the County for review and approval and recorded in the Land Records of the Loudoun County Circuit Court (“Land Records”) prior to the approval of the first site plan for the Property. Concurrently with the submission of the first record plat or site plan for the Property, whichever is first in time, a Declaration of Covenants (“Covenants”) and related governance documents for the establishment of the HOA shall be submitted to the County for review and approval. The HOA shall be established Covenants and related

Dogwood Farm Station
LEGI-2023-0018
ZMAP-2021-0010
Page 3

governance documents shall be recorded in the Land Records prior to, or concurrently with the approval of the first record plat or first site plan for the Property, whichever is first in time.

- B. General Responsibilities. In addition to any other responsibilities of the HOA set forth elsewhere in these Proffers, the HOA shall own and maintain all common areas, open space, and active recreation areas on the Property, including the clubhouse and pool shown respectively as “CLUBHOUSE” and “POOL” on Sheet 4 of the CDP, and shall provide for trash removal, snow removal, street light maintenance where applicable, and recycling services on all private streets. The HOA shall also be responsible for the maintenance of all common recreational facilities, all storm drainage and stormwater management, bus shelter(s), micromobility, and pedestrian and bicycle easements and facilities to the extent they are not maintained by the County or Virginia Department of Transportation (“VDOT”), all private roads on the Property, all fire lane identification along private and public streets, all noise attenuation measures on HOA-owned property referenced in Proffer III.F., the electric vehicle charging stations referenced in Proffer IV.N., and the pollinator meadow referenced in Proffer VII.B. If AHUs are established within the AHU Building, even though the residents of the AHU Building will not be members of the HOA, such residents shall have an unlimited right to use the clubhouse, swimming pool, common areas, open space, and active recreation space on the Property, and such unlimited right shall be set forth in the Covenants. In lieu of a monthly HOA fee, the owner of the AHU Building will execute an agreement regarding HOA maintenance and payment of a set annual fee to the HOA, with an annual escalator, prior to the approval of the first record plat or first site plan for the Property, whichever is first in time. A copy of said agreement shall be provided to the County. The HOA shall be permitted to allow residents of other communities to use the pool and clubhouse on the Property in accordance with the Zoning Ordinance.
- C. Garage Conversion. The conversion of any garage space within or serving any dwelling unit to any use that precludes the parking of the intended number of operable vehicles within such garage space, as shown on the associated Construction Plans and Profiles (“CPAP”) or site plan shall be prohibited. Garages, driveways, and parking spaces provided to an owner for their exclusive use must be used by the owner, their tenants, members of their households, and their respective guests, employees, agents, and invitees first before utilizing a common area/element parking space. A provision to this effect, that is capable of being enforced by all property owners and/or by the HOA shall be included in the Covenants. This prohibition shall not apply to any garage space that is used as a model home or sales office. Any garage space used for a model home or sales

Dogwood Farm Station
 LEGI-2023-0018
 ZMAP-2021-0010
 Page 4

office shall be converted back to garage space prior to the final residential settlement of the dwelling unit with which such garage space is associated.

III. TRANSPORTATION

- A. Roadways. All private roads built on the Property will be designed and constructed in accordance with County standards as set forth in the Facilities Standards Manual ("FSM"), or with such modified standards as may be approved by the County, as applicable. The maintenance of private roads shall be the responsibility of the HOA, as established pursuant to Proffer II.

- B. Riverside Parkway Bus Shelter. The Owner shall provide a public access easement to the County for a bus shelter for use by and incorporation into the Loudoun County Transit and Commuter Services programming for bus service ("Bus Shelter Easement"). The Bus Shelter Easement shall measure 12 feet by 20 feet, shall be located on the Property and outside of VDOT right-of-way in the general location identified as, "BUS SHELTER (APPROX. LOCATION)", on Sheet 4 of the CDP or an alternate location outside of the VDOT right-of-way determined in consultation with the Loudoun County Department of General Services, Division of Transit and Commuter Services ("Transit Services"), and shall be shown on the first record plat or first site plan for the Property, whichever is first in time. The Bus Shelter Easement shall be in a form approved by the County Attorney, and conveyed to the County at no cost to the County, prior to the approval of the first site plan, or in conjunction with the approval and recordation of the first record plat, for the Property, whichever is first in time. An Americans with Disabilities Act ("ADA") compliant bus shelter and concrete pad located within the Bus Shelter Easement, and an ADA-compliant pedestrian route from the dwelling units permitted in Phase I under Proffer III.E.a. to the bus shelter located within a 7-foot wide public access easement granted to the County at no public cost, shall be shown on the first site plan or CPAP for the Property, whichever is first in time, and shall be subject to the approval of Transit Services and bonded for construction prior to the approval of the first record plat or site plan for the Property, whichever is first in time. The Owner shall construct said bus shelter and ADA-compliant pedestrian route once a local fixed bus service has commenced revenue operation or prior to the issuance of the first occupancy permit for a dwelling unit on the Property, whichever is last in time. If a local fixed bus route service has not commenced revenue operation on the portion of Riverside Parkway adjacent to the Property within two years of the issuance of the first occupancy permit for a dwelling unit on the Property, or if at the time of the first site plan or CPAP review for the Property Transit Services declines in writing to have a bus shelter constructed on the Property at that time, the Owner (i) shall be relieved of its obligation to construct the bus shelter, (ii) shall provide a cash contribution in the amount of \$25,000, adjusted pursuant to Proffer IX.A below, to the County to be used toward the

construction of a bus shelter at said location and which may include construction of said ADA-compliant pedestrian route at such time as the said local fixed route bus service has commenced revenue operation, and (iii) may thereafter request for its bond for construction of the bus shelter and concrete pad to be released. If the aforesaid local fixed route bus service has not commenced revenue operation within 10 years of this cash contribution being provided to the County, said cash contribution may be used for regional road or transportation improvements in the vicinity of the Property at the discretion of the County. As described in Proffer II above, the HOA shall be responsible for maintaining the bus shelter and associated public access easement areas; such HOA maintenance responsibilities to include, but not be limited to, maintenance and repair of the bus shelter, snow removal, regular removal of trash and debris, regular mowing, and graffiti removal.

- C. Additional Bus Shelter. If Transit Services agrees to establish a bus route that extends to the cul-de-sac on Bonnie Court or Garden Center Court, the Owner shall record a bus shelter easement measuring 12 feet by 20 feet, and construct a bus shelter within this Bus Shelter Easement, to be located on the Property and outside of VDOT right-of-way in the general vicinity of the cul-de-sac on Bonnie Court or Garden Center Court. The specific location of the bus shelter easement and bus shelter shall be agreed upon in collaboration with the Owner/HOA and Transit Services. The bus shelter easement shall be in a form approved by the County Attorney and conveyed to the County at no cost to the County. An ADA-compliant bus shelter and concrete pad located within the bus shelter easement, and an ADA-compliant pedestrian route from a sidewalk serving adjacent dwelling units on the Property to the bus shelter located within a 7-foot wide public access easement granted to the County at no public cost, shall be provided by the Owner/HOA. Within one year of receiving written notification from Transit Services stating that a bus route is approved to extend to the cul-de-sac on Bonnie Court or Garden Center Court, the Owner/HOA shall record the bus shelter and public access easements and install the ADA-compliant bus shelter, concrete pad, and ADA-compliant pedestrian route from a sidewalk serving dwelling units on the Property to the bus shelter. The recordation of the bus shelter and public access easement and the installation of the bus shelter, concrete pad, and ADA-compliant pedestrian route may extend beyond this one year if a written request is submitted by the Owner/HOA to the Zoning Administrator, and subsequently approved by the Zoning Administrator, citing delays due to weather constraints, the inability to obtain the necessary materials for construction, or another unforeseen event that delays this work. As described in Proffer II above, the HOA shall be responsible for maintaining the bus shelter and associated public access easement areas; such HOA maintenance responsibilities to include, but not be limited to, maintenance and repair of the bus shelter, snow removal, regular removal of trash and debris, regular mowing, and graffiti removal. If Transit Services does not agree to establish a bus route that extends to the cul-de-sac on Bonnie Court or Garden Center Court

within 10 years of the issuance of the first residential occupancy permit on the Property, the Owner/HOA shall be relieved of all obligations referenced in this Proffer III.C.

- D. Shared Micromobility Devices Facility Easement. The Owner shall provide a public access easement to the County for the possible future installation of a shared micromobility device facility on the Property and outside of the VDOT right-of-way in the general location identified as “PROP. SHARED MOBILITY DEVICES FACILITY ESM’T (9’x36’)” on Sheet 4 of the CDP (“Micromobility Easement”), or an alternate location outside of the VDOT right-of-way determined in consultation with DTCI. Such Micromobility Easement shall be in a form approved by the County Attorney, provided at no cost to the County, and recorded among the Land Records in conjunction with the approval and recordation of the first record plat, or prior to the approval of the first site plan for the Property, whichever is first in time. The Micromobility Easement shall be granted to the County for the purpose of accommodating a future entity that can construct and maintain a shared micromobility device facility, which micromobility devices may include, but are not limited to, bicycles, motorized skateboards and scooters (e-scooters), and electric-assist bikes (e-bikes). As described in Proffer II above, the HOA shall be responsible for maintaining the Micromobility Easement and any shared micromobility device facility constructed therein.

- E. Bonnie Court. The Owner shall adhere to a sequence of events listed in this proffer that will result in the development of the Property in two phases based on the progress of the cul-de-sac replacement, abandonment, and roadway reconstruction of Bonnie Court.
 - a. Phase 1. The Owner has submitted CPAP-2023-0006 and a Dedication Plat, DEDI-2023-0019, for the construction of a ditch section cul-de-sac in the location identified on Sheet 4 of the CDP as, “ROW DEDICATION AREA” (collectively, the “Bonnie Court CPAP/DEDI”), and a petition requesting the abandonment (RDAB-2021-0006) of the section of Bonnie Court identified on Sheet 4 of the CDP as, “Existing ROW to be Abandoned” (“Proposed ROW Abandonment Area”) and conveyance of the Proposed ROW Abandonment Area to Owner if RDAB-2021-0006 is approved. A Boundary Line Adjustment, BLAD-2023-0017 (“Bonnie Court BLAD”), was submitted concurrently with the aforesaid Bonnie Court CPAP/DEDI and petition that shows the consolidation of the Proposed ROW Abandonment Area with the property identified as PIN 057-48-9129. All improvements identified in the Bonnie Court CPAP/DEDI shall be bonded for construction prior to the approval of the Bonnie Court CPAP/DEDI. The existing roadway within the Proposed ROW Abandonment Area may remain in place, and will be disconnected from the ditch section cul-de-sac within 60 days of the recordation

of the abandonment resolution for the Proposed ROW Abandonment Area, if RDAB-2021-0006 is approved by the County. Upon completion of the construction and acceptance by VDOT of the improvements identified in the Bonnie Court CPAP/DEDI, the Owner shall request that the County move forward with the abandonment and conveyance to the Owner of the Proposed ROW Abandonment Area in Virginia Code § 33.2-909 and 33.2-913, respectively. During this Phase 1, the Owner shall be permitted to file for, and receive approval of, site plans, subdivisions, zoning/building permits, occupancy permits, and any other land development applications or permits that will permit the development, construction, and occupancy of up to 200 dwelling units on the portion of the Property identified as "Phase 1" on Sheet 8 of the CDP. Additionally, during this Phase 1, site plans, subdivisions, and zoning/building permits can be filed, reviewed, and approved for the AHU building referenced in Proffer VI.A. of these Proffers and the child care center identified in the Development Scope of Proffer I.B. of these Proffers. Construction may commence on the AHU building and the child care center during Phase 1, but no occupancy permits for residential dwelling units within the AHU building or the child care center may be issued until such time as the entrance to the Property from Bonnie Court has been constructed and is open for traffic.

- b. Phase 2. If the County i) approves the Bonnie Court CPAP/DEDI, ii) approves the RDAB-2021-0006, and iii) approves the conveyance of the Proposed ROW Abandonment Area to the Owner and BLAD-2023-0017, the Owner shall be permitted to submit, and receive approval of, site plans, subdivisions, zoning/building permits, occupancy permits, and any other land development applications or permits that will permit the development, construction, and occupancy of the remainder of the dwelling units identified in the Development Scope under Proffer I.B. and shall design and construct to minimum VDOT local secondary road standards the section of Bonnie Court identified on Sheet 4 of the CDP as, "EX. BONNIE COURT (RTE. 823)," which does not include the area identified as, "EXISTING ROW TO BE ABANDONED". Such design shall include curb and gutter on both sides of Bonnie Court and conform to the design referenced as "TYP. SECTION FOR BONNIE COURT" on Sheet 4 of the CDP ("Bonnie Court Improvements") and an entrance to the Property from Bonnie Court. The Bonnie Court Improvements shall be shown on the first CPAP or site plan for a dwelling unit in excess of the 200 dwelling units permitted in Phase 1 under Proffer III.E.a., shall be bonded for construction prior to the approval of the record plat associated with such CPAP or such site plan, and shall be installed and open to traffic, but not necessarily accepted by VDOT, prior to the issuance of the first occupancy permit for a dwelling unit in excess of the 200 dwelling units permitted in Phase 1 under Proffer III.E.a., a

dwelling unit in the AHU building, or the child care center, whichever is first in time.

- F. Noise Impact Study. The Owner will provide a noise impact study to the County that will determine the need for any additional buffering or other noise attenuation measures along Route 7 and Riverside Parkway. The noise impact study shall be based upon traffic volumes for these roadways at a time no less than 10 years after the road corridor is anticipated to be completed to its ultimate condition and open to traffic based upon the most recent, applicable forecast available from DTCL, the ultimate road configuration as defined in the 2019 Countywide Transportation Plan ("CTP"), and the ultimate planned design speed, pavement type, proposed topography, and lane configurations. This noise impact study will be conducted by a professional acoustical consultant and submitted to the County concurrently with the submission of the first site plan or CPAP for a dwelling unit permitted in Phase I under Proffer III.E.a., the AHU building, or the child care center, on the Property. The noise impact study will be prepared using the latest version of the Federal Highway Administration's Traffic Noise Prediction Model or other industry-accepted highway noise model. Noise impacts shall be deemed to occur if predicted highway noise levels substantially exceed the existing noise levels (a 10 decibel increase over existing levels) or approach (one decibel less than), meet, or exceed the Noise Abatement Criteria identified in the CTP.
- a. Noise Attenuation Measures. The Owner shall submit with all applicable site plans or CPAPs an affidavit or certificate signed by a professional engineer stating whether noise attenuation measures are required by the noise impact study and, if so, identifying the applicable attenuation measures and certifying that said plans are designed in compliance with all attenuation measures identified by the noise impact study. In addition, each site plan and CPAP shall include a note stating whether there are noise attenuation measures identified by the noise impact study being implemented with the plan, and if so, such plans shall identify and label the specific noise attenuation measures as well as the corresponding dwelling units for which each measure is required and reference the noise impact study.
- b. Noise Levels. Noise attenuation measures shall result in noise levels less than impact levels (2 decibels less than the Noise Abatement Criteria) and shall result in a noise reduction of at least 5 decibels below predicted highway noise levels. Where noise attenuation measures are determined to be required, priority shall be given to passive measures (to include adequate setbacks, earthen berms, wooden fences, and vegetation). Structural noise attenuation measures (e.g., noise walls) shall be used only if adequate noise attenuation cannot otherwise be achieved. Notwithstanding the previous sentence,

Dogwood Farm Station
LEGI-2023-0018
ZMAP-2021-0010
Page 9

structural noise attenuation measures may be incorporated into the construction of impacted structures to achieve interior noise standards.

- c. Noise Attenuation in Structures or on HOA Owned Property. All such noise attenuation measures (other than those incorporated into the construction of impacted structures to achieve interior noise standards) shall be located on HOA-owned property, and the Covenants shall clearly state that all required noise attenuation measures shall be maintained by the HOA and shall not be removed without written approval from the County. All noise attenuation measures identified by the study shall be shown on each applicable site plan or CPAP. Noise attenuation measures located on HOA-owned property shall be constructed or installed prior to the issuance of the first occupancy permit for any adjacent dwelling unit(s) on the Property. Noise attenuation measures incorporated into impacted structures shall be constructed or installed prior to the issuance of an occupancy permit within the impacted structure(s).
-
- G. Potomac Drive Paving Contribution. As defined in Proffer III.J. below, \$250,000 of the Regional Road Contribution shall be allocated toward paving a segment of Potomac Drive within the Potomac Farms Community in the general location identified on Sheet 16 of the plan set. If this contribution has not been used for paving a segment of Potomac Drive within 8 years of the approval of this rezoning application, the County may allocate such funding for other regional road improvements within the planning subarea of the County within which the Property is located.
 - H. Highland Vista Drive Sidewalks. As defined in Proffer III.J. below, \$121,000 of the Regional Road Contribution shall be allocated toward the installation of sidewalks on both sides of Highland Vista Drive, between George Washington Boulevard and Broad Vista Terrace in the general location identified on Sheet 16 of the plan set. If this contribution has not been used for the installation of sidewalks along Highland Vista Drive between George Washington Boulevard and Broad Vista Terrace within 8 years of the approval of this rezoning application, the County may allocate such funding for other regional road improvements within the planning subarea of the County within which the Property is located.
 - I. University Center Sidewalks. As defined in Proffer III.J. below, \$72,000 of the Regional Road Contribution shall be allocated toward the installation of sidewalks along the southern side of George Washington Boulevard, between Bridgefield Way and Bles Park Drive, and along the western side of Bles Park Drive, between George Washington Boulevard and Bridgefield Way in the general locations identified on Sheet 16 of the plan set. If this contribution has not been used for the installation of the aforementioned sidewalks within 8 years of the approval of this rezoning application, the County may allocate such funding for other regional road

Dogwood Farm Station
 LEGI-2023-0018
 ZMAP-2021-0010
 Page 10

improvements within the planning subarea of the County within which the Property is located.

- J. Regional Road Contribution. The Owner shall make a one-time regional road cash contribution in the amount of \$6,000.00 per each market rate dwelling unit constructed on the Property. The amount of the said regional road contribution payable for each market rate dwelling unit, adjusted pursuant to Proffer IX.A. below, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable to the County prior to the issuance of the occupancy permit for each such dwelling unit. The first \$250,000 of said contribution shall be allocated for the paving of a segment of Potomac Drive, as specified in Proffer III.G. above, then the next \$121,000 of said contribution shall be allocated for the installation of sidewalks along Highland Vista Drive between George Washington Boulevard and Broad Vista Terrace, as specified in Proffer III.H above, then the next \$72,000 of said contribution shall be allocated for the installation of sidewalks along the southern side of George Washington Boulevard, between Bridgefield Way and Bles Park Drive, and along the western side of Bles Park Drive, between George Washington Boulevard and Bridgefield Way, as specified in Proffer III.I. above. The remaining contribution may be used by the County, at the County's sole discretion, for regional road or transportation improvements within the planning subarea of the County within which the Property is located.
- K. Transit Contribution. The Owner shall make a one-time cash transit contribution in the amount of \$1,000.00 per each market rate dwelling unit constructed on the Property. The amount of the said transit contribution payable for each market rate dwelling unit, adjusted pursuant to Proffer IX.A. below, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for each such dwelling unit. Said contributions shall be payable to the County and deposited in a Transit/Rideshare Trust Fund or otherwise used by the County, at the County's sole discretion, to support transit services as described in the CTP.

IV. BUILDING DESIGN, RECREATION, AND PEDESTRIAN FACILITIES

- A. Building Design. The following building design features shall be incorporated into the facades of each building containing dwelling units on the Property:
 - i. The front facades, and the facades identified as "HIGH VISIBILITY SIDE" on Sheet 4 of the CDP, of the MF STACKED buildings shall consist of masonry materials, such as, but not limited to, brick or stone, covering an average of at least 30 percent of the facade. The type and amount of masonry

Dogwood Farm Station
 LEGI-2023-0018
 ZMAP-2021-0010
 Page 11

materials shall be depicted on the site plan(s) for the MF STACKED buildings. The rear facades of the MF STACKED buildings shall include a minimum of two of the following features: window surrounds, decorative designs to differentiate the wall surface, awnings, windows, façade recesses, and parapets. The type and amount of such features shall be depicted on the site plan(s) for the MF STACKED buildings. The MF STACKED buildings that front onto Riverside Parkway shall not exceed 50 feet in building height.

- ii. The front, side, and rear facades of the MF ATTACHED buildings shall consist of masonry materials, such as, but not limited to, brick or stone, covering an average of at least 30 percent of the facade. The type and amount of masonry materials shall be depicted on the site plan(s) for the buildings.
- iii. Building elevations for each MF STACKED and MF ATTACHED building shall be included within the first site plan for such building, and submitted to the Zoning Administrator for review to determine substantial conformance with the building elevations shown on Sheets 11 and 12 of the CDP prior to the approval of said site plan. Minor adjustments to the building materials, colors, textures, and features identified on the building elevations included on Sheets 11 and 12 of the CDP shall be permitted as reasonably necessary to address new building design and façade treatments which were not contemplated during the rezoning process provided that any such minor adjustments shall be in accordance with Section 6-1209 of the Zoning Ordinance.

B. Parking. The buildings identified as “MF ATTACHED” on Sheet 4 of the CDP shall include parking beneath the dwelling units. In the event that the AHU Building does include AHUs, parking is not required to be located beneath the dwelling units. Such parking shall be shown on the first site plan for each MF ATTACHED building.

C. Dwelling Unit Sizes. Dwelling units provided pursuant to Proffer II.B. shall be limited to the following square footages, which will be set forth in a note on the applicable record plat or site plan for the dwelling units:

i. MF STACKED

- 1. Two over Two Lower: 1,800 maximum square feet
- 2. Two over Two Upper: 2,700 maximum square feet
- 3. Back to Back: 2,300 maximum square feet

ii. MF ATTACHED

- 1. Multifamily Condominiums: ranging from 500 minimum square feet to 1,800 maximum square feet

Dogwood Farm Station
LEGI-2023-0018
ZMAP-2021-0010
Page 12

D. Universal Design For-Sale Units. In addition to any Virginia Uniform Statewide Building Code requirements, the following Universal Design Options shall be offered by Owner for any for-sale MF ATTACHED dwelling units at the time of initial purchase and installed, if requested by the purchaser and at the purchaser's sole cost, prior to the issuance of an occupancy permit for each for-sale MF ATTACHED residential dwelling unit:

- i. Blocking for reinforcement of fall grab bars;
- ii. Front entrance doors that are a minimum of 36 inches wide;
- iii. Electrical outlets that are a minimum of 18 inches high on the wall;
- iv. Light switches and thermostats that are located a maximum of 48 inches high on the wall;
- v. Lever door handles instead of door knobs on main entry door and interior doors;
- vi. Smart thermostats; and
- vii. Front loading washers and dryers.

The aforesaid Universal Design Options shall be included within the sales and marketing materials for prospective purchasers as options to be installed at the original purchaser's request and sole cost. The Owner shall provide documentation to the Zoning Administrator demonstrating that the aforesaid Universal Design Options were included in sales and marketing materials for prospective purchasers as options prior to the issuance of the occupancy permit for any for-sale MF ATTACHED residential dwelling unit.

E. Environmentally Friendly Building Features. The Owner shall provide the following environmentally friendly building features in dwelling units: (i) LED lighting; (ii) low flow fixtures; (iii) Energy Star appliances; (iv) low VOC paint; and (v) Low E energy efficient windows. The Owner shall submit documentation to the Zoning Administrator for review to determine compliance with Proffer IV.E. prior to the issuance of each occupancy permit for the Property.

F. Clubhouse. The Owner shall install a clubhouse in the location identified on Sheet 4 of the CDP as "CLUBHOUSE" ("Clubhouse"). This Clubhouse shall be a minimum of 2,500 gross square feet in size and shall include a meeting room that shall be a minimum of 500 square feet in size and an exercise room that shall be a minimum of 400 square feet in size. This clubhouse shall be shown on the first site plan for

dwelling units in excess of the 200 dwelling units permitted in Phase I under Proffer III.E.a., and bonded for construction prior to the approval of said site plan. The Clubhouse shall be constructed and open for use prior to the issuance of the 201st residential occupancy permit on the Property. The Clubhouse will be maintained by the HOA as referenced in Proffer II.B.

- G. Swimming Pool. The Owner shall install a swimming pool that measures a minimum of 25 meters in length with a minimum surface area of 1,900 square feet in the location identified as "POOL" on Sheet 4 of the CDP ("Swimming Pool"). The Swimming Pool shall be shown on the first site plan for dwelling units in excess of the 200 dwelling units permitted in Phase I under Proffer III.E.a., and bonded for construction prior to the approval of said site plan. The Swimming Pool shall be constructed and open for use prior to the issuance of the 201st residential occupancy permit on the Property. The Swimming Pool will be maintained by the HOA as referenced in Proffer II.B.
- H. Active Recreation Space. The Owner shall install amenities that support active recreation in the areas identified on Sheet 7 of the CDP as "POSSIBLE ACTIVE RECREATION". A minimum of 72,400 square feet of active recreation space shall be provided within such areas on the Property. This active recreation space may include, but is not limited to, outdoor gathering spaces, pocket parks, tot lots, playgrounds, butterfly gardens, gazebos, open lawns, playing fields, play mounds, and multigenerational play areas. These active recreation amenities shall be shown on the applicable CPAP or site plan, whichever is first in time, for the portion of the Property in which the active recreation amenities are located and bonded for construction prior to the approval of such CPAP or site plan. These active recreation amenities shall be installed concurrently with adjacent development, and shall be open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to such active recreation amenities. The active recreation space will be maintained by the HOA as referenced in Proffer II.B.
- I. Bike Racks. The Owner shall install 5 bike racks, which shall each accommodate a minimum of 4 bikes, in the locations identified on Sheet 7 of the CDP as "BIKE RACK". These bike racks shall be shown on the applicable CPAP or site plan, whichever is first in time, for the portion of the Property in which the bike rack is located and bonded for construction prior to the approval of such CPAP or site plan. These bike racks shall be installed concurrently with adjacent development, and shall be open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to the bike rack.
- J. Garden Center Court Sidewalk. The Owner shall construct a 5-foot wide sidewalk in the location identified on Sheet 4 of the CDP as "GARDEN CENTER COURT 5' SIDEWALK" to be located completely within a 7-foot wide public access easement

granted to the County at no public cost or completely within dedicated public right-of-way, provided that transitions between the two may be necessary at road crossings and other areas. This sidewalk shall be shown on and bonded for construction prior to the approval of the applicable CPAP, record plat, or site plan, whichever is first in time, for the portion of the Property in which the sidewalk is located. If the sidewalk is located outside of the dedicated public road right-of-way, it will be designed and constructed in accordance with applicable FSM standards and will be maintained by the HOA as referenced in Proffer II.B.. If the sidewalk is located within a dedicated public road right-of-way, it will be designed and constructed in accordance with applicable VDOT criteria and regulations so that it will be maintained by VDOT. This sidewalk shall be constructed and open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to the sidewalk.

- K. Sidewalks. The Owner shall construct 5-foot wide sidewalks on the Property, including along Bonnie Court, in the locations identified on Sheet 4 of the CDP as "5' PROPOSED SIDEWALK" to be located completely within a 7-foot wide public access easement granted to the County at no public cost or completely within dedicated public right-of-way, provided that transitions between the two may be necessary at road crossings and other areas. These sidewalks shall be shown on and bonded for construction prior to the approval of the applicable CPAP, record plat, or site plan, whichever is first in time, for the portion of the Property in which the sidewalk is located. If the sidewalk is located outside of the dedicated public road right-of-way, it will be designed and constructed in accordance with applicable FSM standards and will be maintained by the HOA as referenced in Proffer II.B.. If the sidewalk is located within a dedicated public road right-of-way, it will be designed and constructed in accordance with applicable VDOT criteria and regulations so that it will be maintained by VDOT. These sidewalks shall be constructed and open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to the sidewalk.
- L. Trail. The Owner shall construct a 10-foot wide trail in the location identified on Sheet 4 of the CDP as "10' PROPOSED TRAIL" to be located completely within a 12-foot wide public access easement granted to the County at no public cost or completely within dedicated public right-of-way, provided that transitions between the two may be necessary at road crossings and other areas. This trail shall be shown on and bonded for construction prior to the approval of the applicable CPAP, record plat, or site plan, whichever is first in time, for the portion of the Property in which the trail is located. If the trail is located outside of the dedicated public road right-of-way, it will be designed and constructed in accordance with applicable FSM standards and will be maintained by the HOA as referenced in Proffer II.B. If the trail is located within a dedicated public road right-of-way, it will be designed and constructed in accordance with applicable VDOT criteria and regulations so that it will be maintained by VDOT.

This trail shall be constructed and open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to the trail.

- M. Riverside Parkway Lighting. The Owner shall install bollard lights along the Property's Riverside Parkway frontage generally in the locations identified on Sheet 4 of the CDP as "BOLLARD LIGHT". These bollard lights shall be shown on and bonded for construction prior to the approval of the first site plan for dwelling units on the Property, and shall be installed and operational no later than the issuance of the first occupancy permit for a dwelling unit located within a MF STACKED building that fronts onto Riverside Parkway or the Clubhouse, whichever is first in time. The bollard lights will be maintained by the HOA as referenced in Proffer II.B.

- N. Electric Vehicle Charging Stations. The Owner shall install electric vehicle charging stations ("EV Stations") on the Property to serve 4 parking spaces in the parking areas adjacent to each of the 3 MF ATTACHED buildings and 2 spaces in the parking area serving the Clubhouse and Swimming Pool for a total of 14 parking spaces with EV Stations on the Property. The EV Stations shall be identified on and bonded for construction prior to the approval of the applicable site plan(s) for the MF ATTACHED buildings and the Clubhouse and Swimming Pool. The EV Stations shall be installed in the parking areas adjacent to the MF ATTACHED buildings prior to the issuance of the first certificate of occupancy for each MF ATTACHED building and in the parking area for the Clubhouse and Swimming Pool prior to the issuance of the occupancy permit for the Clubhouse. The EV Stations will be maintained by the HOA as referenced in Proffer II.B.

- O. Riverside Parkway Crosswalk Study and Proposed Crosswalks. The Owner shall submit a written request to DTCI to prepare a crosswalk warrant study for the Riverside Parkway crosswalks identified as "Proposed Crosswalk" in the two locations on Sheet 4 of the CDP ("Crosswalks") and pay to the County the applicable fee for preparing the crosswalk warrant study prior to or concurrently with the submission of the first site plan for a dwelling unit on the Property. If the warrant study determines that one or both of the Crosswalks are warranted, and such warranted Crosswalk(s) are approved by VDOT, the Owner shall design and install such warranted Crosswalk(s), including other crosswalk related treatments pursuant to the VDOT-approved warrant study, in accordance with VDOT standards prior to the issuance of the first residential occupancy permit on the Property. Any Crosswalk warranted and approved by VDOT, including any other crosswalk related treatments as required by VDOT, shall be shown on and bonded for construction prior to the approval of the first site plan for a dwelling unit on the Property.

- P. Cash-In-Lieu of Proposed Crosswalks. If a Crosswalk identified in Proffer IV.O. is warranted, and VDOT does not provide approval of such Crosswalk prior to the approval of the first site plan for a dwelling unit on the Property, the Owner shall

Dogwood Farm Station
 LEGI-2023-0018
 ZMAP-2021-0010
 Page 16

provide a cash contribution of \$71,000.00 for each such Crosswalk not approved by VDOT, adjusted pursuant to Proffer IX.A. below, to the County prior to the approval of the 201st zoning permit on the Property for the purpose of installing the Crosswalk(s). Any remaining funds from the cash contribution not used for the installation of the Crosswalk(s) shall be used at the sole discretion of the County for regional road or transit improvements in the vicinity of the Property.

- Q. Steuart W. Weller Elementary School Playground Contribution. As defined in Proffer V.A. below, \$125,000 of the Capital Facilities Contribution shall be allocated to Loudoun County Public Schools (LCPS) toward LCPS Capital Improvement Program (School CIP) projects, to include without limitation playground improvements on the property identified on Sheet 16 of the plan set (Steuart W. Weller Elementary School). The contribution shall be made directly to LCPS prior to the approval of the first zoning permit for the Property. In the event there is not an applicable School CIP project for the improvements described in Proffer IV.Q. above, or in the event that any of the contribution is not needed, in whole or in part, for any identified School CIP project, the such funds shall be applied to other School CIP projects in the Ashburn Planning Subarea of the County, at the discretion of the Loudoun County School Board.

V. CAPITAL FACILITIES CONTRIBUTION

- A. Capital Facilities Contribution. The Owner shall make a one-time capital facilities cash contribution (Capital Facilities Contribution) to the County in the amount of \$25,016.56 for each market rate MF STACKED dwelling unit on the Property and \$15,664.11 for each market rate MF ATTACHED dwelling unit on the Property. To account for the base level of density permitted in the A-3 zoning district, a total of six (6) MF STACKED market rate dwelling units shall not have to make this Capital Facilities Contribution. With the exception of the first \$125,000 of said Capital Facilities Contribution, the amount of the said Capital Facilities Contribution payable for each dwelling unit, adjusted pursuant to Proffer IX.A. below, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for such dwelling unit. The first \$125,000 of said Capital Facilities Contribution shall be calculated and payable directly to LCPS prior to the approval of the first zoning permits for the Property and shall be subject to Proffer IV.Q. above. The remainder of the Capital Facilities Contribution may be used at the County's discretion for any capital facility improvement located within the planning subarea of the County within which the Property is located.

VI. AFFORDABLE UNITS

Dogwood Farm Station
LEGI-2023-0018
ZMAP-2021-0010
Page 17

- A. Affordable Housing Units. In accordance with Section 7-109 of the Zoning Ordinance and Proffer I.B., the Owner shall construct 72 age restricted AHUs, as defined by Article 8 of the Zoning Ordinance, within the AHU Building identified on Sheet 4 of the CDP. The residents of the AHUs shall be permitted to use the Clubhouse, Swimming Pool, and active recreation space in accordance with Proffer II.B. In addition to any Virginia Uniform Statewide Building Code requirements, all dwelling units within the AHU building will be certified as Universal Design pursuant to Virginia Housing rules.
- i. Affordable Housing Units Financing. If AHU financing is not approved for the AHUs, the Owner shall no longer be obligated to provide AHUs on the Property and the 72 AHUs shall convert to market rate MF ATTACHED dwelling units.
 - ii. Affordable Units in Lieu of AHUs. If AHU financing is not approved for the AHUs, as referenced in Proffer VI.A.i., in lieu of providing the 72 AHUs referenced in Proffer VI.A., the Owner shall provide 10 percent of the total dwelling units on the Property as ADUs, in accordance with the requirements of Article 7 of the Zoning Ordinance.
 - iii. Affordable Dwelling Units. If ADUs are provided on the Property pursuant to Proffer VI.A.ii, no exemption pursuant to Section 7-102 (D) (1) of the Zoning Ordinance shall be made for any MF ATTACHED dwelling units that are located within a minimum four-story multifamily building with an elevator that serves two (2) or more dwelling units. At least one such ADU will be provided as the upper-level dwelling unit of a MF STACKED building.
 - iv. Additional Affordable Dwelling Units. Notwithstanding and in addition to and separate from the commitments to provide AHUs and ADUs referenced in Proffers VI.A.i. And VI.A.ii., a minimum of six ADUs shall be provided on the Property. Five of these ADUs shall be MF ATTACHED and provided within the MF ATTACHED buildings and one such ADU shall be MF STACKED and provided as the upper-level dwelling unit of a MF STACKED building.

VII. ENVIRONMENTAL

- A. Native Species. The Owner shall use 80 percent Virginia native species, with an emphasis on Northern Virginia natives, for the plant material used for required

landscaping throughout the Property and shall indicate the types and quantities of each species used on each applicable CPAP and site plan. The Owner reserves the right, in consultation with and subject to the approval of the County Urban Forester, to modify as part of site plan approval, the percentage of native species to be used on the Property, or if some plant materials are not available, or not available in the quantities required for the project, or have been deemed by the County Urban Forester to no longer be appropriate.

- B. Pollinator Meadow. The Owner shall install a pollinator meadow in the location identified as "PROP. POLLINATOR MEADOW" on Sheet 4 of the CDP. The pollinator meadow shall be a minimum of 500 square feet in size and shall include sources of food and shelter for pollinator animals such as bees and butterflies. The plants included in the pollinator meadow shall be a minimum of 100 percent Virginia native species, with an emphasis on Northern Virginia natives. The pollinator meadow shall be shown on the first site plan for the MF STACKED building located adjacent to the pollinator meadow and installed no later than the issuance of the first occupancy permit for a dwelling unit in said building. The pollinator meadow shall be maintained by the HOA as referenced in Proffer II.B.
- C. Tree Planting. Trees planted on the Property shall be located at least three feet from hardscapes such as curbs, sidewalks, and pavement. Within the Riverside Parkway buffer area, at least 50 percent of the large deciduous trees planted within the buffer shall be a minimum caliper of 3 inches. Large deciduous trees that are planted on the Property shall be located in tree pits that are twice the size of a normal tree pit on the Property. These tree pits shall be greater in size than the Landscape Contractor Guidelines for Virginia, Maryland, and the District of Columbia. All such trees and other landscaping shall be shown on the first site plan or CPAP for the Property, whichever is first in time, bonded for installation prior to approval of the first record plat or site plan for the Property, whichever is first in time, and installed prior to the issuance of the occupancy permits for the adjacent dwelling units. All such trees and other landscaping shall be maintained by the HOA in good condition and health, and any dead or diseased materials shall be replaced by the HOA with reasonable promptness, taking into account seasonal weather limitations.
- D. Low-Impact Development. The Owner shall provide a minimum of 3 types of Low-Impact Development ("LID") Best Management Practices ("BMPs") to treat stormwater from the Property. Such LID/BMPs may include, but shall not be limited to, water quality swales, bioretention facilities/rain gardens, sheet flow to vegetated buffers, permeable pavement for parking spaces, or any alternative LID practice/non-structural BMP(s) proposed by the Owner that is deemed to be acceptable to the Director of the Department of Building and Development ("B&D"). Said LID/BMPs, together with the other County-approved stormwater management BMPs on the Property, shall achieve a minimum of eighty percent

Dogwood Farm Station
LEGI-2023-0018
ZMAP-2021-0010
Page 19

(80%) of the total required phosphorous nutrient reductions before the Owner is permitted to pursue the use of offsite compliance options. The location of the LID/BMPs shall be shown on and bonded for construction prior to the approval of the first CPAP or site plan for market rate dwelling units on the Property, whichever is first in time, and installed concurrently with the adjacent on-site infrastructure shown on such CPAP or site plan.

- E. Existing Wells and Drainfields. Unless otherwise proposed for irrigation purposes as approved by the Loudoun County Health Department, any existing wells and drainfields located on the Property shall be abandoned prior to approval of the first zoning permit for the Property in accordance with Loudoun County Health Department standards and requirements then in effect.

VIII. FIRE & RESCUE CONTRIBUTION

- A. Fire and Rescue Contribution.
 - a. Levels of Contribution for Residential and Non-Residential Uses. The Owner shall make a one-time contribution of \$152.64 for each market rate dwelling unit on the Property payable to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of said contribution, payable for each market rate dwelling unit, adjusted pursuant to Proffer IX.A. below, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for such dwelling unit. Prior to the approval of each zoning permit for any non-residential structure on the Property, the Owner shall pay to the County a one-time contribution of \$0.26 per gross square foot of non-residential floor area.
 - b. Equal Distribution. The contributions described in this Proffer shall be for distribution to the Fire and Rescue companies providing service to the Property. The contributions shall be divided equally between the servicing Fire and Rescue companies providing fire and rescue services to the Property, respectively.
 - c. Support for Volunteer Fire and Rescue System. Notwithstanding the preceding, if at the time of the application for any said residential or non-residential zoning permit, the primary servicing fire and rescue companies do not utilize, to any significant extent, either volunteer staff or apparatus owned by a volunteer organization, then the Owner may elect to make no contribution. The intent of this proffer is to support volunteer fire and rescue staffing and operations so long as any significant element of the

Dogwood Farm Station
 LEGI-2023-0018
 ZMAP-2021-0010
 Page 20

primary provider of fire and rescue services to the Property is volunteer owned or operated. If only one of these services has ceased to utilize volunteer staff and apparatus as set forth above in this Proffer, then the contribution may be halved and shall be provided to the remaining company.

IX. MISCELLANEOUS

- A. Escalation Clause. All monetary contributions set forth in these Proffers shall be subject to an annual adjustment in accordance with the Consumer Price Index, for all urban consumers (CPI-U), 1982-1984=100 (not seasonally adjusted) as published by the United States Department of Labor, Bureau of Labor Statistics, for the Washington-Arlington-Alexandria, DC-VA-MD-WV Consolidated Metropolitan Statistical Area with a base year of 2024. The first such adjustment shall occur January 1, 2025 and shall be applied each January 1 thereafter.
- B. Water & Sewer. The Property shall be served by public central water supply and public central sanitary sewer systems. The Owner shall construct and install all water and sewer extensions to the Property and shall provide all connections necessary for development of the Property at no cost to the County or to the Loudoun County Sanitation Authority ("Loudoun Water"). Such water and sanitary sewer extensions and connections shall be constructed and installed in accordance with Loudoun Water standards. The Owner shall acquire any offsite easements, if needed, to extend public water and/or sanitary sewer lines to the Property and shall dedicate such easements to Loudoun Water at no cost to the County or to Loudoun Water.
- C. Condominium Property Division. All references in these Proffers to a record plat shall be deemed to include any application for approval of a subdivision or subdivision plat, and condominium or condominium plat or any other document or mechanism that legally divides the Property into separately transferable units of ownership. Any obligation imposed herein that must be performed prior to, in conjunction with, concurrently with, or after first or other record plat approval shall be deemed to be required to be performed prior to or after, as applicable, the recordation of any such application for approval of a subdivision or subdivision plat, condominium declaration or plat or other similar document that would have the legal effect of dividing the Property into separately transferable units of ownership.
- D. Site Plan References. As used herein, the term site plan shall include an application for approval of a site plan or site plan amendment in accordance with applicable County ordinances.

Dogwood Farm Station
LEGI-2023-0018
ZMAP-2021-0010
Page 21

- E. Occupancy Permit Triggers. When any plan submission, study submission, bonding, dedication, conveyance, construction, commencement or completion of construction, opening of a facility or infrastructure to traffic or use, payment of cash, or any other act or activity required in these Proffers is required to be performed, submitted, recorded, paid, commenced and/or completed prior to the issuance of an occupancy permit, the said occupancy permit shall not be issued until the Owner has provided written documentation from the Department of B&D or Zoning Administrator that the said requirement has been satisfied, or documentation from the Zoning Administrator that the said requirement is no longer a prerequisite for issuance of such occupancy permit.
- F. Notice of Available Units. Prior to the issuance of the first residential occupancy permit on the Property, the Owner shall provide marketing information related to available and anticipated dwelling units on the Property to institutions such as George Washington University and Inova Health Care Services, or its successor in interest, that are proximate to the Property. Such marketing information shall include, at a minimum, the type(s) of dwelling units existing or anticipated on the Property, and contact information for the Owner or other developer marketing the dwelling units. The Owner shall provide documentation confirming conformance with this proffer to the Zoning Administrator prior to the issuance of the first residential occupancy permit on the Property.

The undersigned hereby warrant that all owners with any legal interest in the Property have signed this Proffer Statement, that no signature from any additional party is necessary for these Proffers to be binding and enforceable in accordance with their terms, that they have full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

[SIGNATURE PAGES FOLLOW]

Dogwood Farm Station
LEGI-2023-0018
ZMAP-2021-0010
Page 22

TITLE OWNER OF Loudoun County Tax
Map Numbers ##/63/D/1////6A,
/63/D/1////4/, /63/D/1///RA1/, and
/63/D/1///RA2/ (PINs: 057-48-9129, 057-49-
4102, and 057-39-2064, and 057-39-3060)

Blue Mount Nursery, Inc.

By: 

Name: FRANK MARUCA

Its: 

STATE OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

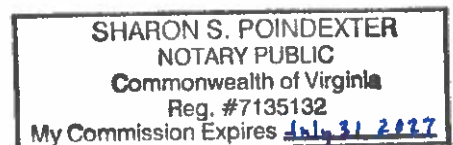
Subscribed and sworn to before me by Frank Maruca this 9th day of
November, 2023.



Notary Public

My Commission Expires: July 31, 2027

[SIGNATURES CONTINUE]



Dogwood Farm Station
LEGI-2023-0018
ZMAP-2021-0010
Page 23

TITLE OWNER OF the County-Owned Area

APPROVED AS TO FORM:


COUNTY ATTORNEY

Board of Supervisors of Loudoun County,
Virginia

By: 

Name: Tim Hemstreet

Its: County Administrator

STATE OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

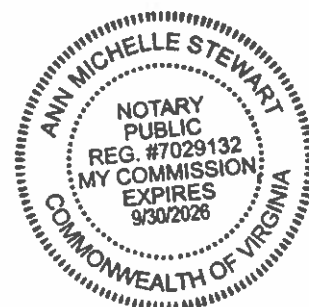
Subscribed and sworn to before me by Tim Hemstreet this 16 day of
November, 2023.



Notary Public

My Commission Expires: 9-30-26

[SIGNATURES END]



THE SUBJECT PROPERTY SHOWN HEREON IS ZONED A-3 PER THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE. SOURCE OF TITLE CAN BE FOUND AT THE INSTRUMENT NUMBERS BELOW AND ALL PARCELS LISTED ARE OWNED BY BLUE MOUNT NURSERY, INC.:

THE PURPOSE OF THIS APPLICATION IS TO REZONE THE SUBJECT PROPERTY FROM A-3 TO R-24 AND TO ACCOMMODATE THE PROPOSED MULTI-FAMILY STACKED AND ATTACHED RESIDENTIAL USES ON THE SUBJECT PROPERTY AS SHOWN.

2. THE FOLLOWING SPECIAL EXCEPTION AND ZONING MODIFICATIONS ARE BEING REQUESTED AS PART OF THIS APPLICATION:

SPFX-2022-0025		A SPECIAL EXCEPTION PURSUANT TO ZONING ORDINANCE SECTION 3-704(A) IS REQUESTED TO ADD A CHILDCARE FACILITY WITHIN THE MF ATTACHED AFFORDABLE HOUSING BUILDING. SEE SHEET 5 FOR SPECIAL EXCEPTION PLAT.
ZMOD-2021-0039	2.1	A ZONING MODIFICATION IS REQUESTED FOR SECTION 3-707(B) OF THE REVISED 1993 ZONING ORDINANCE TO INCREASE THE MAXIMUM BUILDING HEIGHT FOR THE MULTI-FAMILY UNITS FROM 45 FEET TO 70 FEET, WITH NO REQUIREMENT TO USE 1:1 SETBACK RATIO FOR HEIGHT IN EXCESS OF 45 FEET.
ZMOD-2022-0003	2.2	A ZONING MODIFICATION IS REQUESTED FOR SECTION 3-702(A) OF THE REVISED 1993 ZONING ORDINANCE TO ALLOW ACCESS TO REGIONAL PARKWAY (MAJOR COLLECTOR ROAD) FROM EXISTING BONNIE COURT (LOCAL ROAD) AND GARDEN CENTER COURT (LOCAL ROAD). SECTION 3-702(A) STATES THAT ACCESS TO A MAJOR COLLECTOR ROAD SHALL BE PROVIDED VIA A MINOR COLLECTOR ROAD. THEREFORE THIS ZONING MODIFICATION IS NECESSARY TO PROVIDE ACCESS TO THE DOGWOOD FARM STATION PROJECT.
ZMOD-2022-0072	2.3	A ZONING MODIFICATION IS REQUESTED FOR SECTION 3-710 OF THE REVISED 1993 ZONING ORDINANCE TO PERMIT AN INTERNAL PRIVATE TRAVELWAY (PRIVATE ROAD) TO SERVE A CHILD CARE CENTER.
ZMOD-2023-0004	2.4	A ZONING MODIFICATION IS REQUESTED FOR SECTION 1-205 (A) OF THE REVISED 1993 ZONING ORDINANCE TO PERMIT STRUCTURES REQUIRING A BUILDING PERMIT TO BE ERRECTED UPON A LOT THAT HAS FRONTAGE ON OPEN SPACE.

3. BOUNDARY INFORMATION SHOWN HEREON IS TAKEN IN PART FROM A BOUNDARY SURVEY BY JEFF WARNER LAND SURVEYING, INC. DATED JANUARY 23, 2021.

4. TOPOGRAPHY INFORMATION WAS PREPARED BY JEFF WARNER LAND SURVEYING, INC., DATED FEBRUARY 2, 2021.

5. DATA SHOWN HEREON IS ON HORIZONTAL DATUM: VIRGINIA STATE PLANE COORDINATE SYSTEM NAD 1983 AND VERTICAL DATUM: NAVD 1988.

6. SOILS INFORMATION SHOWN HEREON IS TAKEN FROM LOUDOUN COUNTY GIS MAPPING.

7. THERE ARE NO KNOWN ARCHEOLOGICAL SITES PRESENT ON THE SUBJECT PROPERTY AND A WAIVER OF A PH-1 ARCHEOLOGICAL STUDY HAS BEEN APPROVED BY LETTER DATED JUNE 23, 2016 FROM HEIDI SEIBENTRITT.

8. THERE ARE NO KNOWN HAZARDOUS MATERIALS LOCATED ON THE SUBJECT PROPERTY PER THE PHASE I ENVIRONMENTAL REPORT PREPARED BY ENVIRONMENTAL CONSULTANTS AND CONTRACTORS (ECC) DATED JANUARY 15, 2021. HOWEVER ECC OBSERVED EVIDENCE OF ONE UNDERGROUND HEATING OIL TANK ON AN ADJACENT LOT TO THIS PROPOSED PROJECT AREA (20070 SMITH CIRCLE) ALSO OWNED BY THE APPLICANT. ECC RECOMMENDED THAT A PH-2 ENVIRONMENTAL STUDY BE COMPLETED. THIS PH-2 REPORT WAS COMPLETED AND IT IS DATED FEBRUARY 22, 2021.

9. FOR INFORMATION ON EXISTING TREE INVENTORY ON THE SUBJECT PROPERTY PLEASE REFER TO SHEET 3, OF THIS SET. THIS TREE INVENTORY WAS SUPPLIED BY BEN TISSUE, LANDSCAPE ARCHITECT, REGISTRATION NUMBER 1903.

10. ALL LIGHTING SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN SECTION 5-100 (PERFORMANCE STANDARDS) OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE AND CHAPTER 7 OF THE FACILITIES STANDARDS MANUAL.

11. THE SUBJECT PROPERTY IS LOCATED WITHIN THE ALGONKIAN ELECTION DISTRICT.

12. PRIOR TO PURSUING ANY LAND DISTURBING ACTIVITIES OR DEMOLITION OF ANY RELATED STRUCTURES, AN APPLICATION FOR ABANDONMENT SHALL BE SUBMITTED SO THAT A PERMIT CAN BE ISSUED AND THE WELL AND/OR DRAINFIELD CAN BE PROPERLY ABANDONED IN THE PRESENCE OF A MEMBER OF THE HEALTH DEPARTMENT STAFF.

13. ALL EXISTING STRUCTURES ARE TO BE REMOVED. PROPER PERMITS INCLUDING, BUT NOT LIMITED TO, DEMOLITION AND GRADING, SHALL BE OBTAINED PRIOR TO ANY DEMOLITION ACTIVITY.

14. STORM WATER MANAGEMENT WILL BE PROVIDED IN ACCORDANCE WITH THE LOUDOUN COUNTY FACILITIES STANDARDS MANUAL SECTION 5.00.

15. THE APPROVAL OF THESE PLANS SHALL IN NO WAY RELIEVE THE DEVELOPER OR HIS AGENT OF ANY LEGAL RESPONSIBILITY WHICH MAY BE REQUIRED BY APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS OR ANY OTHER ORDINANCE ENACTED BY THE COUNTY OF LOUDOUN.

16. THE SUBJECT PROPERTY IS SUBJECT TO NO KNOWN FEDERAL OR STATE PERMITS THAT WILL LIMIT ITS DEVELOPMENT.

17. THE SUBJECT PROPERTY SIGNAGE SHALL COMPLY WITH THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE SECTION 5-1200 (UNLESS OTHERWISE MODIFIED).

18. A TRAFFIC STUDY HAS BEEN PREPARED BY KITTELSON & ASSOCIATES, INC., DATED JUNE 2021 AND REVISED THROUGH FEBRUARY 2022 FOR THE USES PROPOSED ON THE SUBJECT PROPERTY.

19. PER SECTION 3-710 (C) OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE, ALL PRIVATE ROADS SHALL BE SUBJECT TO A RECORD COVENANT REGARDING MAINTENANCE. THE PRIVATE ROADS SHALL BE MAINTAINED BY THE OWNERS' ASSOCIATION. ALL SIDEWALKS NOT ACCEPTED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE AND TRAILS SHALL BE MAINTAINED BY THE APPLICANT FOR THE DEVELOPMENT AND SHALL BE IDENTIFIED ON THE SITE PLAN(S). LOUDOUN COUNTY AND VDOT WILL HAVE NO MAINTENANCE OR REPAIR RESPONSIBILITY FOR THE PRIVATE ROADS. SALES BROCHURES AND OTHER LITERATURE SHALL INCLUDE INFORMATION ABOUT MAINTENANCE RESPONSIBILITY OF THESE ROADS.

20. THERE IS NO FLOODPLAIN ON THE SUBJECT PROPERTY AS SHOWN ON THE MOST CURRENT FLOOD INSURANCE RATE MAP (FIRM) OF LOUDOUN COUNTY PANEL NUMBER S1107C0265E, EFFECTIVE FEBRUARY 17, 2017.

21. THE SUBJECT PROPERTY WILL BE SERVED BY PUBLIC WATER AND SEWER PROVIDED THROUGH CONNECTIONS TO EXISTING FACILITIES, OWNED AND OPERATED BY LOUDOUN WATER. THE PUBLIC WATER AND SEWER WILL BE PROVIDED AT NO COST TO THE COUNTY.

22. PARKING WILL BE PROVIDED IN ACCORDANCE WITH SECTION 5-100 OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE AT TIME OF SITE PLAN (UNLESS OTHERWISE MODIFIED).

23. THE OWNER RESERVES THE RIGHT TO OPERATE A COMMERCIAL NURSERY SUBJECT TO SPFX 2012-0031 AND A FARM MARKET SUBJECT TO SPFX 2012-0033 ON THE SUBJECT PROPERTY AS NON-CONFORMING USES UNTIL SUCH TIME AS APPROVAL OF THE FIRST SITE PLAN RELATED TO ZMAP-2021-0010, SHOWING RESIDENTIAL USES ON THE PROPERTY.

24. THE WETLANDS SHOWN ARE PREVIOUSLY CONFIRMED BY THE ARMY CORPS OF ENGINEERS ON APRIL 4, 2008 AND RECONFIRMED ON DECEMBER 27, 2012 (NAO 2008-0545). STANTEC CONSULTING SERVICES, INC. CONDUCTED AN ONSITE INVESTIGATION OF WATERS OF U.S., INCLUDING WETLANDS ON NOVEMBER 19 AND BASED ON THE RESULTS OF THEIR INVESTIGATION, NO SIGNIFICANT CHANGES WERE OBSERVED FROM THE CONFIRMED BOUNDARIES FROM 2008. AN UPDATED JURISDICTIONAL DETERMINATION WAS ISSUED BY THE ARMY CORPS OF ENGINEERS ON FEBRUARY 13, 2020.

25. THE PROPERTY IS WITHIN THE AIRPORT IMPACT OVERLAY DISTRICT WITHIN THE LDN 60 NOISE CONTOUR.

26. ALL NEW UTILITY DISTRIBUTION LINES SHALL BE PLACED UNDERGROUND WITHIN THE COMMUNITY PER SECTION 3-709 OF THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE.

27. THERE ARE NO KNOWN STEEP SLOPES ON THE SUBJECT PROPERTY.

28. ANY TREES PLANTED ON THE SUBJECT PROPERTY SHALL NOT BE LOCATED CLOSER THAN 3 FEET TO CURBS OR PAVEMENT.

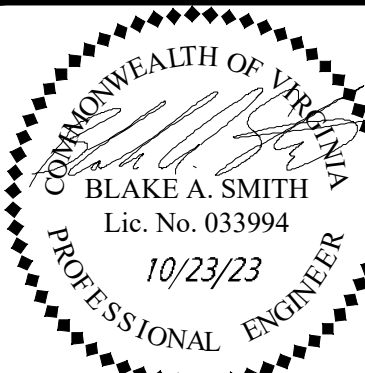
ZMOD-2023-0004



COVER SHEET

DOGWOOD FARM STATION ZONING MAP AMENDMENT

ALGONKIAN ELECTION DISTRICT
LOUDOUN COUNTY, VIRGINIA
CO # SPEX-2022-0025

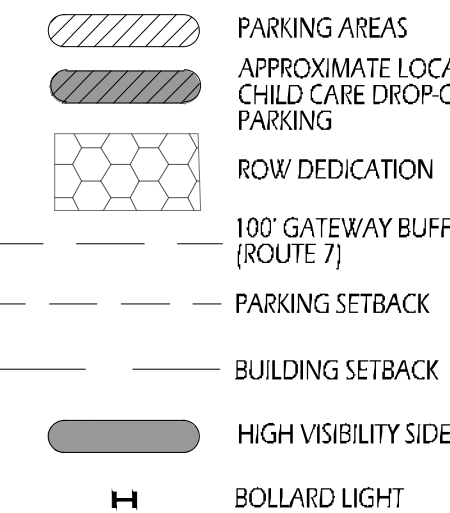
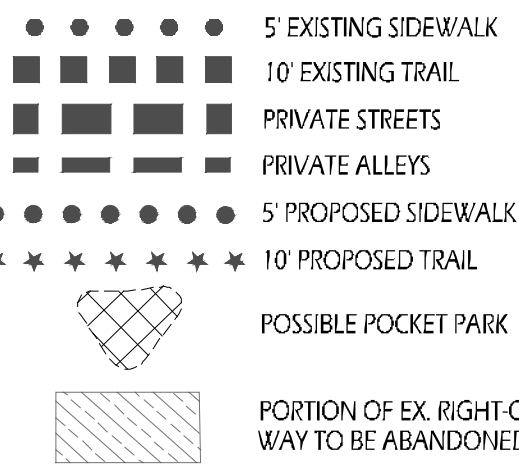


14901 BOGLE DRIVE SUITE 202
CHANTILLY, VA 20151
PHONE: 703-956-6204
PROJECT: 289-01 |BLMNI22001
PROJECT MANAGER:
BLAKE A. SMITH, P.E.
Blake@SMITHEngineeringVA.com

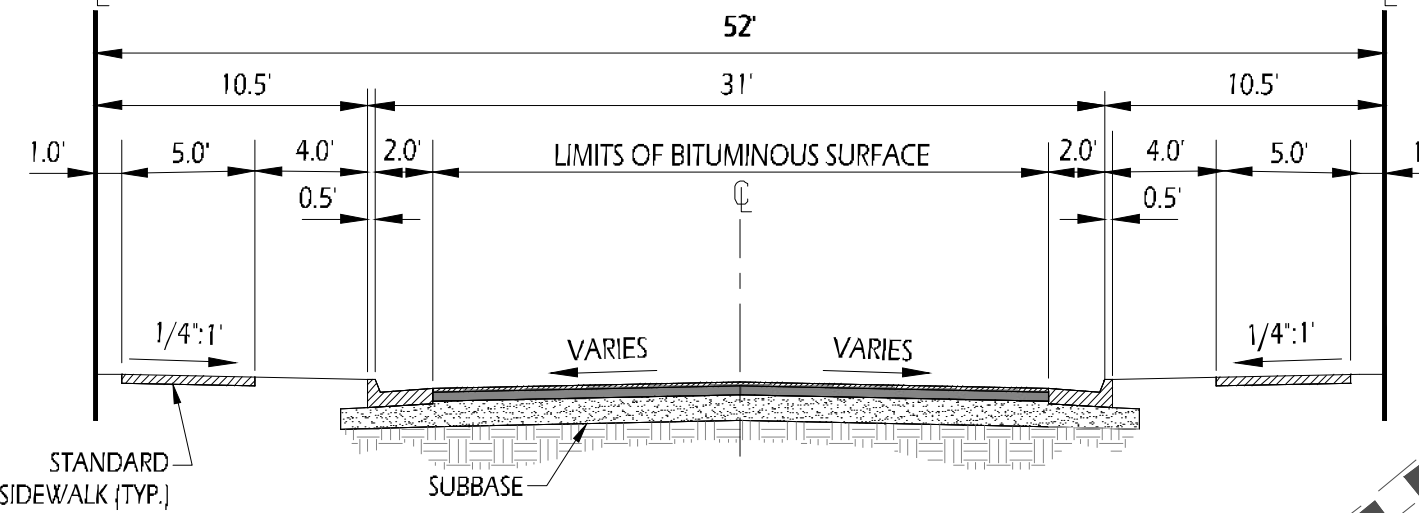
SHEET INDEX	
SHEET NO	SHEET DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	TREE INVENTORY MAP
4	CONCEPT DEVELOPMENT PLAN
5	CHILD CARE CENTER SPECIAL EXCEPTION PLAT
6	CIRCULATION PLAN
7	LANDSCAPE BUFFER AND ACTIVE RECREATION PLAN
8	PHASING PLAN
9	ILLUSTRATIVE PLAN
10	EXISTING AREA BUSINESS EXHIBIT
11	MULTI-FAMILY STACKED BUILDING ELEVATIONS
12	MULTI-FAMILY ATTACHED BUILDING ELEVATIONS
13	ACTIVITY AREA ILLUSTRATIONS
14	ACTIVITY AREA ILLUSTRATIONS
15	ACTIVITY AREA ILLUSTRATIONS
16	CAPITAL CONTRIBUTIONS EXHIBIT

SCALE: AS SHOWN
DATE: JUNE 29, 2021
SHEET 1 OF 16

LEGEND



TYP. SECTION FOR BONNIE COURT



ZONING ORDINANCE REQUIREMENTS & TABULATIONS:

SITE AREA: 20.08 AC. EXISTING ZONING: A-3 PROPOSED ZONING: R-24 ADU (Z.O. 7-1000)			
LOT AND BUILDING REQUIREMENTS			
ADU/AHU DENSITY	REQUIREMENT 425 UNITS x 6.25% = 27 UNITS 28.8 D.U./AC. MAXIMUM	PROVIDED 78 21.17 D.U./AC	COMMENT
PROPOSED UNITS	575 MAXIMUM	153 MF ATTACHED UNITS (INCLUDES 5 ADU) 200 MF STACKED UNITS (INCLUDES 1 ADU) 72 MF ATTACHED AHU UNITS 425 TOTAL UNITS	
FAR:	*1.0 (SUBURBAN MIXED USE PLACE TYPE GUIDELINE)	UP TO 1.5 FAR	
	*ADDITIONAL DENSITY (UP TO 1.5 FAR) MAY BE ACHIEVED THROUGH THE PROVISION OF ONE OR MORE OF THE FOLLOWING PROJECT ELEMENTS THAT GO ABOVE AND BEYOND REQUIRED DEVELOPMENT STANDARDS TO FURTHER THE COUNTY'S COMPREHENSIVE PLANNING GOALS: AFFORDABLE HOUSING UNITS, BUILDING TECHNIQUES THAT EXCEED INDUSTRY EFFICIENCY STANDARDS, ADDITIONAL COMMUNITY AMENITIES AND PEDESTRIAN CONNECTIONS, AND/OR BENEFICIAL REVITALIZATION/REDEVELOPMENT IN PRIORITY AREAS.		
LOT SIZE	NO MINIMUM	N/A	
LOT WIDTH	60 FT. MIN.	N/A	
FRONT YARD	25 FT. MIN.	AS REQUIRED	
SIDE YARD	10 FT. 25 FT. ON CORNER LOTS	AS REQUIRED N/A	
REAR YARD	25 FT. MIN.	AS REQUIRED	
LENGTH/WIDTH RATIO	6:1 MAX.	N/A	
LOT COVERAGE	70% MAXIMUM	±40%	
BUILDING HEIGHT	45' PROVIDED THAT MF STRUCTURE MAY BE ERRECTED TO A MAXIMUM OF 60' IF IT IS SET BACK FROM STREETS OR LOT LINES AN ADDITIONAL 1' FOR EACH 1' OF HEIGHT IN EXCESS OF 45'.	70	SEE MODIFICATION 2.1
ACTIVE RECREATION SPACE	1.66 AC. A MINIMUM OF 5,000 SF OF ACTIVE RECREATION SHALL BE PROVIDED FOR EACH DEVELOPMENT OF TEN UNITS. THEREAFTER, AN ADDITIONAL 200 S.F. MINIMUM SHALL BE PROVIDED FOR EACH MF UNIT IN EXCESS OF 10 UNITS.	1.66 AC.	(SEE CALCS ON SHEET 7)
CIVIC/PUBLIC SPACE	1.0 AC. (5% OF SITE AREA) 20.08 x 0.05 = 1.0 AC. SUBURBAN MIXED USE PLACE TYPE GUIDELINE	1.0 AC.	SEE SHEET 7 FOR LOCATION OF CIVIC/PUBLIC SPACE.
ROAD CORRIDOR BUFFER SET BACK REQUIREMENTS PER 5-1403(B)	200 FT.	200 FT.	
ROUTE 7 BUILDING SETBACK	125 FT.	125 FT.	
ROUTE 7 PARKING SETBACK	125 FT.	125 FT.	
BUFFER TYPE	GATEWAY BUFFER (100')	100 FT.	
RIVERSIDE PARKWAY BUILDING SETBACK (MAJOR COLLECTOR RD)	75 FT.	75 FT.	

ZONING MODIFICATIONS/SPECIAL EXCEPTIONS

THE FOLLOWING SPECIAL EXCEPTION AND ZONING MODIFICATIONS ARE BEING REQUESTED AS PART OF THIS APPLICATION:

- SPEX-2022-0025 A SPECIAL EXCEPTION PURSUANT TO ZONING ORDINANCE SECTION 3-704(A) IS REQUESTED TO ADD A CHILD CARE FACILITY WITHIN THE MF ATTACHED AFFORDABLE HOUSING BUILDING. SEE SHEET 5 FOR SPECIAL EXCEPTION PLAT.
- ★ ★ ZMOD-2021-0039 2.1 A ZONING MODIFICATION IS REQUESTED FOR SECTION 3-702(B) OF THE REVISED 1993 ZONING ORDINANCE TO INCREASE THE MAXIMUM BUILDING HEIGHT FOR THE MULTIFAMILY UNITS FROM 45 FEET TO 70 FEET, WITH NO REQUIREMENT TO USE 1:1 SETBACK RATIO FOR HEIGHT IN EXCESS OF 45 FEET.
- ZMOD-2022-0003 2.2 A ZONING MODIFICATION IS REQUESTED FOR SECTION 3-702(A) OF THE REVISED 1993 ZONING ORDINANCE TO ALLOW ACCESS TO RIVERSIDE PARKWAY (MAJOR COLLECTOR ROAD) FROM EXISTING BONNIE COURT (LOCAL ROAD) AND GARDEN CENTER COURT (LOCAL ROAD). SECTION 3-702(A) STATES THAT ACCESS TO A "MAJOR COLLECTOR ROAD" SHALL BE PROVIDED VIA "MINOR COLLECTOR ROADS". THEREFORE THIS ZONING MODIFICATION IS NECESSARY TO PROVIDE ACCESS TO THE DOGWOOD FARM STATION PROJECT.
- ZMOD-2022-0072 2.3 A ZONING MODIFICATION IS REQUESTED FOR SECTION 3-710 OF THE REVISED 1993 ZONING ORDINANCE TO PERMIT AN INTERNAL PRIVATE TRAVELWAY (PRIVATE ROAD) TO SERVE A CHILD CARE CENTER.
- ZMOD-2023-0004 2.4 A ZONING MODIFICATION IS REQUESTED FOR SECTION 1-205 (A) OF THE REVISED 1993 ZONING ORDINANCE TO PERMIT STRUCTURES REQUIRING A BUILDING PERMIT TO BE ERRECTED UPON A LOT THAT HAS FRONTAGE ON OPEN SPACE.

GENERAL NOTES:

- LANDSCAPING SHALL BE DESIGNED AND IN CONFORMANCE WITH SECTION 5-1400 OF THE REVISED 1993 ZONING ORDINANCE AT THE TIME OF THE FINAL SITE PLAN.
- ALL OF THE PROPOSED AFFORDABLE HOUSING UNITS ARE PROPOSED WITHIN THE AREA LABELED "MF ATTACHED AFFORDABLE HOUSING UNITS" ON THIS SHEET. THERE WILL ALSO BE ONE ADU IN THE "MF STACKED" UNITS AND 5 ADU IN THE "MF ATTACHED" UNITS AS TABULATED ABOVE.
- SEE SHEET 7 FOR BUFFERS, AND ACTIVE RECREATION AREAS AND CALCULATIONS.
- PARKING TABULATIONS SHALL BE PROVIDED WITH THE FINAL SITE PLAN FOR THIS SITE PER THE REVISED 1993 LOUDOUN COUNTY ZONING ORDINANCE SECTION 5-1100 AND THE FACILITY STANDARDS MANUAL SECTION 4.400, UNLESS A ZONING MODIFICATION IS APPROVED.
- AHU UNITS SHALL BE PROVIDED IN ACCORDANCE WITH ARTICLE 7 OF THE REVISED 1993 ZONING ORDINANCE.
- ALL INTERNAL STREETS ARE PROPOSED AS PRIVATE STREETS AND ALLEYS AND SHALL BE DESIGNED IN ACCORDANCE WITH THE PRIVATE STREET STANDARDS OF THE LOUDOUN COUNTY FACILITIES STANDARDS MANUAL.
- THE LOCATION OF THE PROPOSED CROSSWALK ACROSS RIVERSIDE PARKWAY SHOWN ON THIS PLAN MAY VARY, SUBJECT TO VDOT'S APPROVAL AND THE PROFFERS.
- A BUS STOP MAY BE ADDED NEAR THE CUL-DE-SAC ON BONNIE COURT OR GARDEN CENTER COURT PURSUANT TO THE PROFFER STATEMENT.
- THE LOCATION OF THIS POCKET PARK MAY SHIFT AT TIME OF FINAL ENGINEERING.

★ ★ ZONING MODIFICATION FOR BUILDING HEIGHT IS ONLY REQUESTED FOR THESE BUILDINGS.

CONCEPT DEVELOPMENT PLAN

DOGWOOD FARM STATION

ZONING MAP AMENDMENT

CO. # SPEX-2022-0025

LOUDOUN COUNTY, VIRGINIA

ALGONQUAN ELECTION DISTRICT

Pennoni

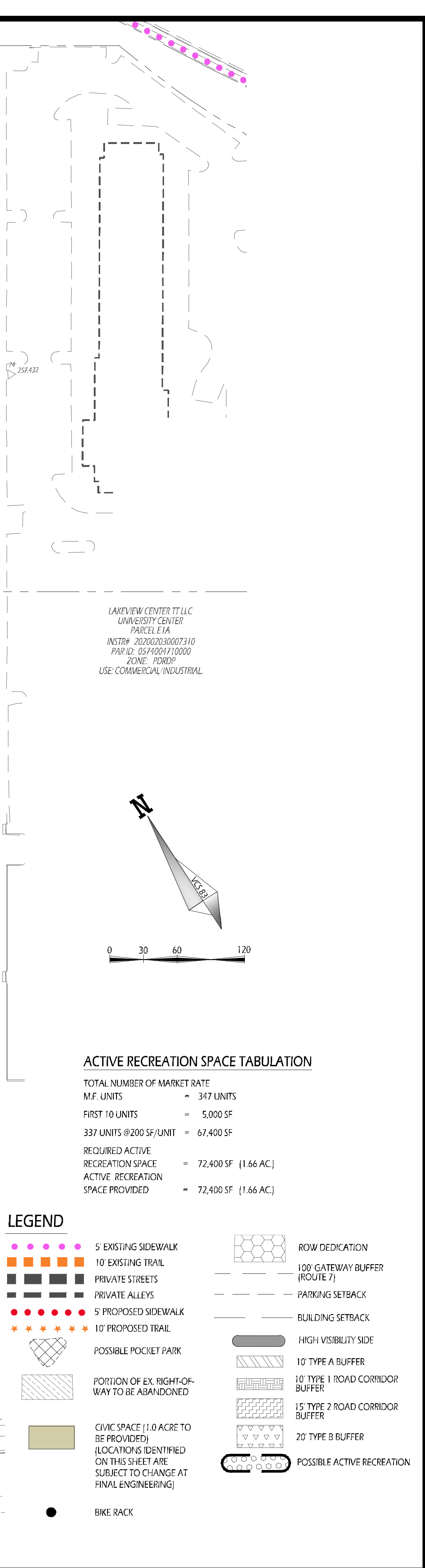
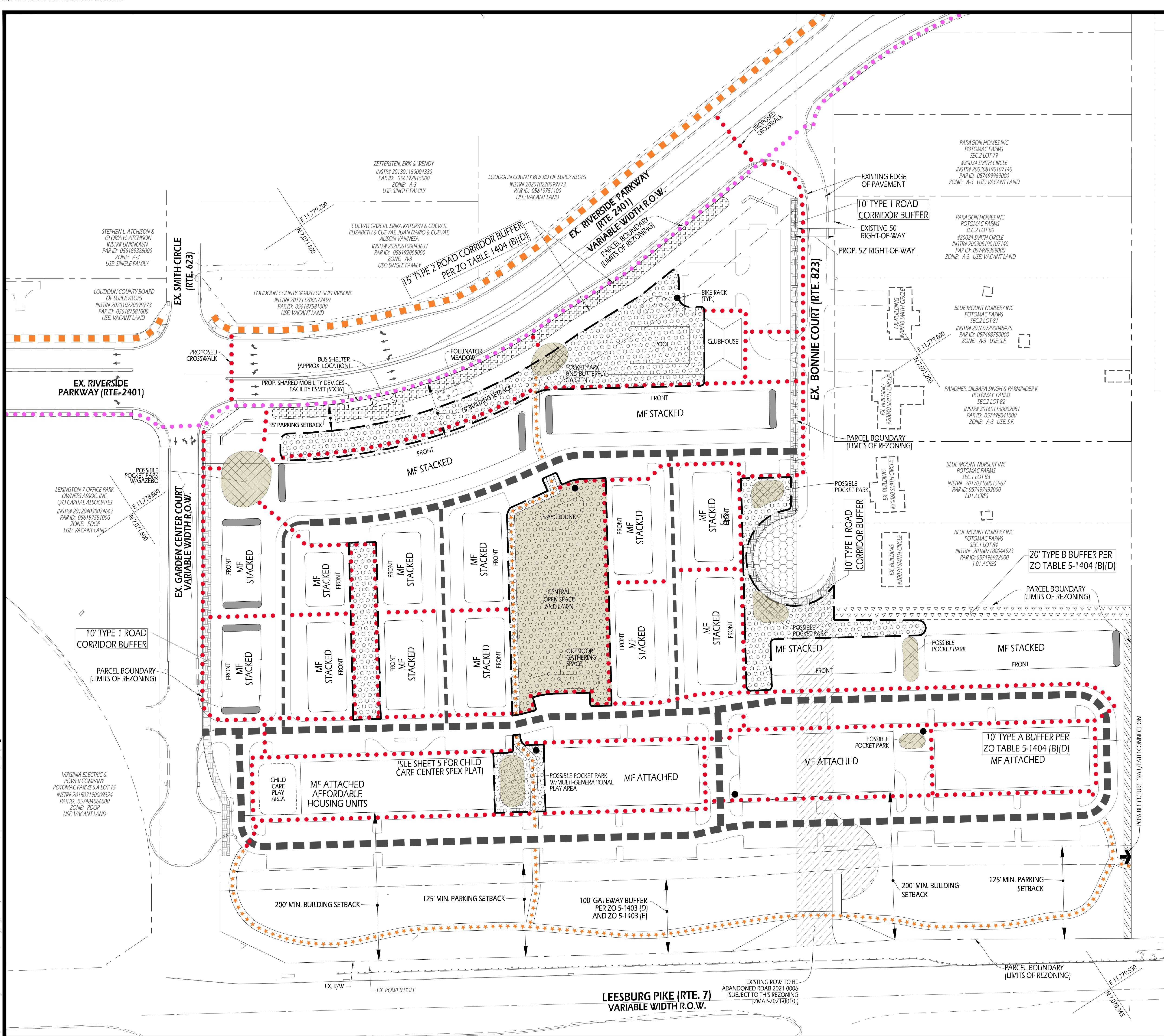
14901 BOGLE DRIVE SUITE 202
CHANTILLY, VA 20151
PHONE: 703-956-6204
PROJECT: 289-01 (BLMN22001)
PROJECT MANAGER:
BLAKE A. SMITH, P.E.
Blake@SmithEngineeringVA.com

PLAN SUBMISSIONS		
08/12/21	MIN. CHECKLIST SUBM. COMPLIANCE	
02/17/22	2ND SUBM.	
06/01/22	3RD SUBM.	
09/09/22	4TH SUBM.	
10/28/22	5TH SUBM.	
1/18/23	6TH SUBM.	
4/14/23	7TH SUBM.	
6/15/23	8TH SUBM.	
8/21/23	CO. ATTY. COMMENTS	
10/05/23	9TH SUBM.	
10/23/23	10TH SUBM.	

SCALE: 1" = 60'

DATE: JUNE 29, 2021

SHEET 4 OF 16





FRONT ELEVATION



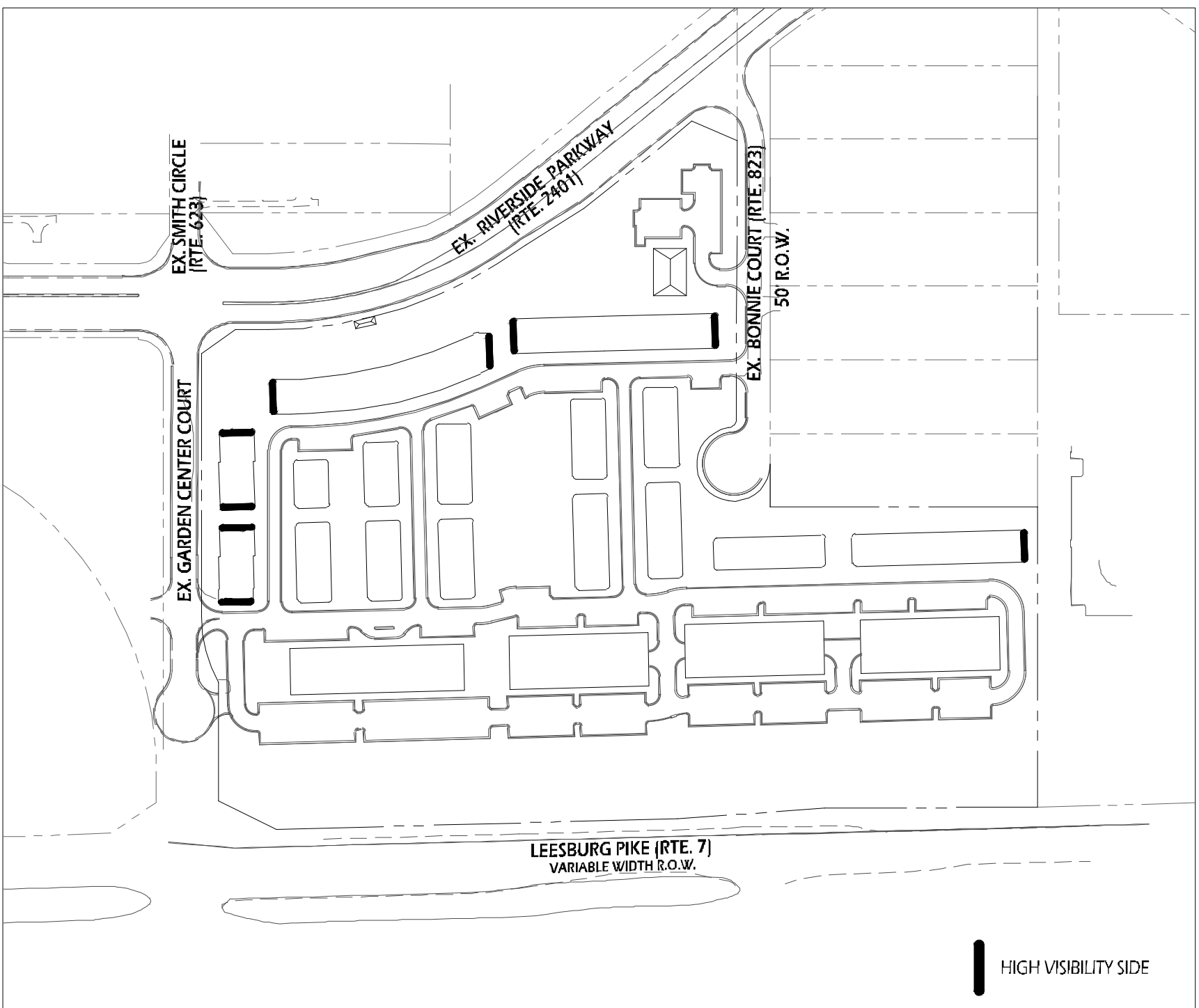
LEFT HALF SIDE ELEVATION



Architecture + Planning
888.456.5849
ktgy.com



MULTI-FAMILY STACKED
2 OVER 2



HIGH VISIBILITY SIDE KEY PLAN



FRONT ELEVATION



HI-VIS SIDE ELEVATION



Architecture + Planning
888.456.5849
ktgy.com



MULTI-FAMILY STACKED
BACK TO BACK



MULTI-FAMILY STACKED BUILDING ELEVATIONS

DOGWOOD FARM STATION
ZONING MAP AMENDMENT

ALCONGAN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA CO. # SP52-2022-0025



14901 BOGLE DRIVE SUITE 202
CHANTILLY, VA 20151
PHONE: 703-956-6204
PROJECT: 289-01 (BLMN22001)
PROJECT MANAGER:
BLAKE A. SMITH, P.E.
Blake@SMITHEngineeringVA.com

PLAN SUBMISSIONS	
08/12/21	MIN. CHECKLIST SUBM. COMPLIANCE
02/17/22	2ND SUBM.
06/01/22	3RD SUBM.
09/09/22	4TH SUBM.
10/28/22	5TH SUBM.
1/18/23	6TH SUBM.
4/14/23	7TH SUBM.
6/15/23	8TH SUBM.
8/21/23	CO. ATTY. COMMENTS
10/05/23	9TH SUBM.
10/23/23	10TH SUBM.

SCALE:	NONE
DATE:	JUNE 29, 2021
SHEET	11 OF 16



FRONT ELEVATION



REAR ELEVATION



SIDE ELEVATION



Architecture + Planning
888.456.5849
ktgy.com



DOGWOOD STATION
CONDO

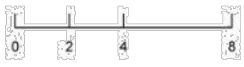


Architecture + Planning
888.456.5849
ktgy.com



DOGWOOD STATION CLUBHOUSE
ALEXANDRIA, VA
#20211053.00

SCHEMATIC DESIGN
JUNE 13, 2023



FRONT ELEVATION



MULTI-FAMILY ATTACHED BUILDING ELEVATIONS

DOGWOOD FARM STATION
ZONING MAP AMENDMENT

ALCONGAN ELECTION DISTRICT LOUDOUN COUNTY, VIRGINIA CO. # SP5-2022-0025



14901 BOGLE DRIVE SUITE 202
CHANTILLY, VA 20151
PHONE: 703-956-6204
PROJECT: 289-01 (BLMN22001)
PROJECT MANAGER:
BLAKE A. SMITH, P.E.
Blake@SMITHEngineeringVA.com

PLAN SUBMISSIONS	
08/12/21	MIN. CHECKLIST SUBM. COMPLIANCE
02/17/22	2ND SUBM.
06/01/22	3RD SUBM.
09/09/22	4TH SUBM.
10/28/22	5TH SUBM.
1/18/23	6TH SUBM.
4/14/23	7TH SUBM.
6/15/23	8TH SUBM.
8/21/23	CO. ATTY. COMMENTS
10/05/23	9TH SUBM.
10/23/23	10TH SUBM.

SCALE:	NONE
DATE:	JUNE 29, 2021
SHEET	12 OF 16

EXHIBIT C

**EXHIBIT SHOWING PHASE PLAN OF COMMUNITY, PROPOSED CONDOMINIUM PHASE
DEPICTING THE LAND, AND AREA OF BUYER'S WORK**

(Attached)

EXHIBIT C-1

BUDGET FOR BUYER'S WORK

(To be attached during Due Diligence Period)

EXHIBIT D

SELLER'S WORK SCHEDULE

(Attached)

DOGWOOD STATION (AKA BLUE MOUNT NURSERY) GF SCHEDULE

	Duration (mo)		*assumes no closing delays
Schedule start		3/18/2024	
Closing		3/25/2024	Per PSA; mandatory date
CPAP 1 / Bonnie Court Approvals	1	4/17/2024	
Bonnie Court Permits	1	5/17/2024	9/11/24
BLAD Approval & Recordation	3.5	9/9/2025	2/13/2026
CPAP 2 / Bonnie Court Approvals	13.5	5/27/2025	6/9/25
CPAP 2 Bonds, Permits, Dedication	2	7/26/2025	9/11/25
Site Plan Ph 1 Engineering & Approvals	14.5	6/3/2025	6/27/25
Phase 1 Bonds & Permits	1.5	7/18/2025	
Site Plan Ph 2 Engineering & Approvals	13.5	10/19/2026	3/31/27 first submission after BLAD approval & recordation
Phase 2 Bonds & Permits	1.5	12/3/2026	5/12/27
Clubhouse Engineering & Approvals	16.25	7/25/2025	**Clubhouse is now included in Site Plan Ph 1 Engineering
Clubhouse Bonds & Permits	1	8/24/2025	
Bonnie Court - CPAP 1			
LD Start		5/17/2024	9/30/24
Construction	6.5	11/28/2024	4/15/25
VDOT Acceptance	6	5/27/2025	10/15/25
Phase 1			
			Capped at 200 occupancy permits (156 2o2's + 51 Podium units possible)
LD Start		7/18/2025	8/11/25
Base Pave	10	5/14/2026	5/31/26
Pads Ready	1	6/13/2026	
Bonnie Court - CPAP 2			
LD Start		7/26/2025	8/12/25
Open for traffic	6	1/22/2026	2/10/26
Clubhouse			
Start		8/24/2025	
Open for use	12 18	8/19/2026 2/24/27	must be open prior to 201st occupancy permit
153un (102 Podium + 12 2o2's + 32 B@B's), CO's held until clubhouse and Bonnie Ct. Ph 2 completion. Assumes full 1 year leaseback by Seller. Any lesser leaseback time will accelerate this date on a day-for-day basis (i.e. 8 month leaseback means this date would be 01/2028).			
Phase 2			
LD Start		12/3/2026	
Base Pave	6	6/1/2027	**Phase 2 should not impact the AHU development.
Pads Ready	1	7/1/2027	

Certificate Of Completion

Envelope Id: 4FE8E3E3128D4BE8B15357C7E5302FB9

Status: Completed

Subject: Complete with DocuSign: Wellington Development.PSA.Execution (P1469247).PDF

Source Envelope:

Document Pages: 67

Signatures: 3

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Jennifer Thacker

5505 Blue Lagoon Drive, Suite 502

Miami, 33126

jennifer.thacker@lennar.com

IP Address: 208.255.43.234

Record Tracking

Status: Original

9/25/2024 7:09:14 AM

Holder: Jennifer Thacker

jennifer.thacker@lennar.com

Location: DocuSign

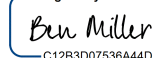
Signer Events

Ben Miller

bmiller@wellington-development.com

Security Level: Email, Account Authentication
(Optional), Access Code**Signature**

Signed by:


C12B3D07536A44D...

Signature Adoption: Pre-selected Style

Using IP Address: 108.31.133.190

Timestamp

Sent: 9/25/2024 7:14:14 AM

Viewed: 9/25/2024 7:56:28 AM

Signed: 9/25/2024 7:56:44 AM

Electronic Record and Signature Disclosure:

Accepted: 9/25/2024 7:56:28 AM

ID: 126f9c50-61f4-4d25-b765-787858f1b2b6

Jeffrey Minich

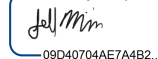
jeff.minich@lennar.com

Vice President

Vice President

Security Level: Email, Account Authentication
(Optional)

DocuSigned by:


09D40704AE7A4B2...

Signature Adoption: Drawn on Device

Using IP Address: 204.109.18.254

Sent: 9/25/2024 7:14:15 AM

Viewed: 9/25/2024 7:34:25 AM

Signed: 9/25/2024 7:34:32 AM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2024 9:42:47 AM

ID: f51dfde6-d0fa-4658-8464-8fb90bf417c1

Phil Wolf

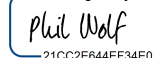
phil.wolf@lennar.com

Vice President

Lennar Corporation

Security Level: Email, Account Authentication
(Optional)

DocuSigned by:


21CC2E644EF34E0...

Signature Adoption: Pre-selected Style

Using IP Address: 204.109.20.254

Sent: 9/25/2024 7:56:52 AM

Viewed: 9/25/2024 12:53:57 PM

Signed: 9/25/2024 12:54:22 PM

Electronic Record and Signature Disclosure:

Accepted: 5/22/2024 9:10:23 AM

ID: fb63c067-2063-4c3a-ad6c-e9362fec426c

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
Aaron O'Toole aotoole@kleinhornig.com Security Level: Email, Account Authentication (Optional), Access Code Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/25/2024 7:14:16 AM Viewed: 9/25/2024 12:55:07 PM
Erin Thiebert ethiebert@thelandlawyers.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/25/2024 7:14:16 AM
Marshall Crown marshall.crown@lennar.com Director of Land Acquisition Lennar Corporation Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 6/11/2024 11:10:25 AM ID: bcfa9289-6575-49cf-892b-019764d1e930	COPIED	Sent: 9/25/2024 7:14:13 AM
Michael Cochenour michael.cochenour@lennar.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 7/11/2024 1:26:32 PM ID: 0cf0a543-daea-46a0-b58b-5a50657f3bdb	COPIED	Sent: 9/25/2024 7:14:17 AM
Tim Bates Tim.Bates@Lennar.com Land Acquisitions Manager Lennar Corporation Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/25/2024 7:14:14 AM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	9/25/2024 7:14:17 AM
Certified Delivered	Security Checked	9/25/2024 12:53:57 PM
Signing Complete	Security Checked	9/25/2024 12:54:22 PM
Completed	Security Checked	9/25/2024 12:54:22 PM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Lennar Corporation, and all applicable affiliated and subsidiary companies, including but not limited to: CalAtlantic Group, LLC, Lennar Commercial Services, Inc., Lennar Commercial Services, LLC, Lennar Homes, LLC, the Lennar Family of Builders, Lennar Homes of California, LLC, Lennar Homes USA, Lennar Sales Corp., Quarterra Living, Inc., Quarterra Living, LLC, Quarterra Multifamily Communities, LLC, Rialto Capital Management, and WCI Communities, LLC, hereinafter individually and/or collectively referred to as "we", "us" or the "Company") may provide to you certain written documents, notices or disclosures authorizations, acknowledgements, and other documents that are necessary or required to be provided during the course of our relationship with you ("Documents"). Described below are the terms and conditions for providing to you the Documents through the DocuSign, Inc. ("DocuSign") electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Electronic Access: To access these electronic Documents, you must have (a) a personal computer or mobile device and an operating system capable of receiving, accessing, displaying, and either printing or storing information, (b) an Internet connection, (c) Internet Browser Software such as Google Chrome®, Safari®, or Firefox®, and (d) a valid email address. Your Internet Browser Software must support AES-256-bit encryption and Secure Sockets Layer (SSL) protocol. If you are able to see this Electronic Record and Signature Disclosure, your hardware and software should allow you to access these electronic Documents.

Getting paper copies: At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. As long as you are an authorized user of the DocuSign system you will have the ability to download and print any Documents we send to you through the DocuSign system for a limited period of time, usually 30 days after Documents are first sent to you electronically. After such time, if you wish for us to send you paper copies of Documents, you will not be charged a fee for paper copies. You may request delivery of such paper copies of any Documents, previously provided electronically by us to you, by sending us an e-mail at docusign@lennar.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

Declining electronic delivery: Upon receipt of your initial electronic communication from DocuSign you may decline further receipt of Documents through the DocuSign system by clicking on the "Decline" button at the bottom of the "Request For Signature Page" of your DocuSign account and provide your reason for declining. This will indicate to us that you have declined to receive required Documents electronically from us and you will no longer be able to use the DocuSign system to receive required Documents electronically from us or to electronically sign Documents from us.

Withdrawing your consent after the initial electronic communication: If you decide to receive Documents from us electronically, you may at any time change your mind and tell us that

thereafter that you want to receive required Documents only in paper format. To inform us that you no longer want to receive future Documents in electronic format you may either, (i) decline to sign a Document during your DocuSign session, and on the subsequent page, select the checkbox indicating you wish to withdraw your consent, or (ii) send us an e-mail to docusign@lennar.com and in the body of such request you must state your e-mail, full name, US Postal Address and telephone number. At our option, we may treat an invalid email address or the subsequent malfunction of a previously valid email address as a withdrawal of your consent to receive Documents electronically.

We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online Documents will be that transactions may take a longer time to process.

Consequences of changing your mind: If you elect to receive required Documents only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need to first send to you the required Documents in paper format, and then wait until we receive back from you, as the case may be, (i) your executed Documents or (ii) your acknowledgment of your receipt of such paper Documents.

All notices and disclosures will be sent to you electronically. Unless you tell us otherwise, in accordance with the procedures described herein, we will provide to you electronically through the DocuSign system, all required transaction Documents. To reduce the chance of you inadvertently not receiving any Document, we prefer to provide all of the required Documents to you by the same method and to the same address that you have given us. Thus, you can receive all the Documents electronically through the DocuSign system or in paper format through the paper mail delivery system. If you do not agree with receiving Documents electronically through the DocuSign system, please let us know as described above. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the Documents electronically from us.

In consenting to receiving delivery of Documents via DocuSign, you agree that your consent to your electronic signature and electronic delivery is being provided in accordance with applicable state and federal law, including without limitation the federal Electronic Signatures in Global and National Commerce Act; you agree that you will not forward the Documents to another party for signature nor allow any other party to sign the Documents sent via DocuSign on your behalf unless that party is properly named as a delegated signer in accordance with DocuSign policy.

How to contact the Company: You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive Documents electronically by sending us email messages at: docusign@lennar.com.

To advise Lennar of your new e-mail address: To let us know of a change in your e-mail address for the purposes of us electronically sending to you Documents you must send an email message to us at docusign@lennar.com and in the body of such request you must state: your previous e-mail address, your new e-mail address.

We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail addresses in the DocuSign system.

Required hardware and software for access and retention**

Browsers:	The latest stable release of Windows Edge; Mozilla® Firefox (Windows or Mac); Safari (Mac only); or Google Chrome®.
Mobile Signing:	The latest version of Apple iOS version or Android version.
PDF Reader:	Acrobat® Reader or similar software may be required to view and print Portable Document Format (“PDF”) files. The minimum required PDF version that your PDF reader must be able to open is PDF 15.
Screen Resolution:	1024 x 768 recommended
Enabled Security Settings:	A user must allow per session cookies. A user accessing the Internet behind a proxy server must enable HTTP 1.1 settings through a proxy connection. Firewall settings must allow access to the appropriate DocuSign server, including without limitation https://docucdn.a.akamaihd.net .

Assistive technology is available through DocuSign, including screen readers, keyboard-only use, and enabling high-contrast mode.

To retain any electronic Documents, you may either print or download them. To print Documents on your computer, you will need a printer connected to your computer with adequate paper. To download Documents on your computer, you will need an available storage medium, like a hard drive on your computer or a removable thumb drive. To print Documents on your mobile device, you will need a printer linked with your device (e.g., via Wi-Fi, Bluetooth®, etc.) and/or an application (app) that allows for printing. To store Documents on your mobile device you will need (1) sufficient storage space on your mobile device and (2) an app or function that allows for the capture of electronic data (e.g., a screenshot). Please follow the instructions for your particular computer operating system and/or software to print and/or to download Documents. Each individual screen may need to be printed and/or downloaded separately. If you have trouble printing and/or downloading, please contact the manufacturer of your personal computer or mobile device, computer operating system, web browser, app, or other relevant software or another information source of your choosing.

**These minimum requirements are subject to change, from time to time. If these requirements change, we will provide you with an email message advising of such changes, at the email address we have on file for you at that time. Upon your receipt of such notice you will have the right to withdraw your consent, in accordance with the procedures set forth herein. Pre-release (e.g., beta) versions of operating systems and browsers are not supported.

Termination/Changes: We reserve the right, in our sole discretion, to discontinue the provision of our electronic delivery, or to terminate or change the terms and conditions under which we will provide electronic delivery. We will provide you with notice of any such termination or change as required by applicable law.

Acknowledging your access and consent to receive materials electronically: To confirm to us that you can access this information electronically, which will be similar to other electronic Documents that we will provide to you, please verify that you were able to (i) read this electronic disclosure, (ii) print on paper or electronically save this page for your future reference, and (iii) access or e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference. Further, if you consent to receiving Documents exclusively in electronic format on the terms and conditions described above, please let us know by checking the "I agree to use electronic records and signatures." box.

By checking the "I agree to use electronic records and signatures." box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURE document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify the Company as described above, I consent to receive from exclusively through electronic means all Documents that are required to be provided or made available to me by the Company during the course of my relationship with you.
- I agree that I will not forward Documents sent via DocuSign to another party for signature, nor will I allow another party to sign the Documents sent via DocuSign on my behalf unless that party is named as a delegated signer in accordance with DocuSign policy.
- I understand how to cancel the disclosure and consent, should I ever want to do so.

REINSTATEMENT OF AND FIRST AMENDMENT TO
PURCHASE & SALE AGREEMENT
(Dogwood Farm Station AH Units)

This Reinstatement of and First Amendment to Purchase & Sale Agreement ("**First Amendment**") is effective as of the 28th day of February, 2025, by and between **U.S. HOME, LLC**, a Delaware limited liability company ("**Seller**"), **WELLINGTON DEVELOPMENT PARTNERS LLC**, a Virginia limited liability company ("**Buyer**"), and **KW-HS LOT OPTION POOL 02, LLC**, a Delaware limited liability company ("**Land Bank**").

RECITALS

- I. Seller and Buyer entered into that Purchase & Sale Agreement effective as of September 25, 2024 (the "**Contract**") for the purchase of approximately 25,134.58 square feet of real property, as more particularly set forth therein (the "**Property**").
- II. Buyer is making application to Virginia governmental agencies for purposes of securing an award of low income housing tax credits for the development of an affordable housing community on the Property.
- III. Land Bank owns the Property in fee simple. Land Bank desires to acknowledge and consent to the Contract and provide confirmation that Land Bank intends to convey the Property to Seller and to cooperate with Seller and Buyer, all as required in and subject to Land Bank's Option and Development Agreement dated as of May 29, 2024, which is binding on Land Bank and Seller (the "**ODA**"), so that Seller can convey the Property to Buyer in accordance with the Contract.
- IV. Buyer did not deliver a Notice to Proceed (as defined in the Contract) prior to the expiration of the Due Diligence Period (as defined in the Contract) and Seller did not deliver confirmation of CIC Approval (as defined in the Contract) prior to the expiration of the Due Diligence Period, and therefore, the Contract terminated by its terms effective at 11:59 p.m. on November 25, 2024.
- V. Seller and Buyer desire to reinstate the Contract and to amend the Contract as further set forth herein.

In consideration of the Recitals set forth above, Seller, Buyer and Land Bank agree as follows:

- A. The Contract is hereby reinstated and will continue from and after the Effective Date above in full force and effect, as amended by this First Amendment, as if the Contract had not terminated as a result of Buyer not having delivered a Notice to Proceed prior to the expiration of the Due Diligence Period and Seller not having obtained CIC Approval prior to the expiration of the Due Diligence Period. By their respective signatures below, Buyer

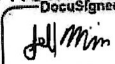
acknowledges this is its Notice to Proceed and Seller acknowledges that it has obtained CIC Approval.

- B. Land Bank confirms to Seller and Buyer that as of the Effective Date above the ODA remains in full force and effect and no uncured Seller default exists thereunder. Land Bank shall convey the Property to Seller as required in the ODA (the “**Transfer**”) prior to the sooner to occur of i) October 1, 2025, or ii) Seller’s posting of bonds and escrows arising from Final Site Plan Approval, as set forth in the Contract, and Seller shall satisfy all of its obligations under the ODA with Land Bank as required to consummate the Transfer with Land Bank. Buyer shall be entitled to enforce Seller’s rights under the ODA with respect to Land Bank’s obligation to convey the Property to Seller, provided that Buyer shall first provide Seller with thirty day’s advance written notice before exercising any such enforcement rights. Until the Transfer occurs, Land Bank shall cooperate with any requests or obligations reasonably required of landowner by Seller and Buyer under the Contract.
- C. Except as set forth in this First Amendment, the terms and conditions of the Contract remain in full force and effect, and are hereby ratified by the parties.
- D. This Reinstatement and First Amendment may be executed in multiple counterparts, including electronic counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signatures continue on the following pages.]

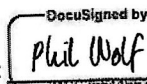
SELLER:

U.S. HOME, LLC, a Delaware limited liability company

By: 

Name: Jeffrey Minich

Its: Vice President

By: 

Name: Phil Wolf

Its: Vice President

BUYER:

WELLINGTON DEVELOPMENT PARTNERS LLC, a Virginia limited liability company

By: 


Name: Benjamin C. Miller

Its: President

LAND BANK:

KW-HS LOT OPTION POOL 02, LLC, a Delaware limited liability company

By: Hearthstone, Inc., a California corporation, its sole Member Manager

By: 

Steven Porath, Authorized Person

ASSIGNMENT OF PURCHASE & SALE AGREEMENT

This Assignment of Purchase & Sale Agreement (this “**Assignment**”) is made and entered into this 10th day of March, 2025 (the “**Effective Date**”), by and between WELLINGTON DEVELOPMENT PARTNERS LLC, a Virginia limited liability company (“**Assignor**”), and DOGWOOD FARM STATION 9% OWNER LLC, a Virginia limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor is party to that certain Purchase & Sale Agreement dated September 25, 2024, as amended by that certain Reinstatement of and First Amendment to Purchase & Sale Agreement dated February 28, 2025 (collectively, the “**Purchase Agreement**”) by and between Assignor and U.S. HOME, LLC, a Delaware limited liability company (“**Seller**”), for the purchase and sale of certain real property located in the County of Loudoun, Virginia, as more particularly described therein (the “**Land**”);

WHEREAS, Assignor desires to assign all of its rights, privileges, benefits and interest in, under and to the Purchase Agreement to Assignee, and Assignee wishes to assume the duties, obligations, liabilities and undertakings of Assignor;

WHEREAS, Assignor is the manager of the managing member of Assignee and therefore has a controlling interest in Assignee in compliance with Section 18 of the Purchase Agreement; and

WHEREAS, all capitalized terms used but not otherwise defined in this Assignment are used in accordance with the definition of such terms in the Purchase Agreement.

NOW THEREFORE, for and in consideration of the obligations under the Purchase Agreement, the mutual obligations under this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT AND ASSUMPTION.

- 1.1. **Assignment.** Assignor hereby transfers, assigns, grants, bargains, conveys, sets over, and delivers (the “**Assignment**”) unto Assignee, its successors and assigns, all of Assignor’s right, title and interest, in, to and under the Purchase Agreement.

Notwithstanding the foregoing Assignment, Assignor shall remain fully liable for the obligations of Buyer under the Purchase Agreement. Any future assignment by Assignee of such right, title and interest, in, to and under the Purchase Agreement will be governed by Section 18 of the Purchase Agreement.

- 1.2. **Assumption.** Assignee accepts the foregoing Assignment and assumes each and every obligation, duty, term, provision and covenant of Assignor under the Purchase Agreement (the “**Obligations**”), and agrees to observe and perform each of the Obligations, and to pay and discharge all of the liabilities of Assignor under the Purchase Agreement. Assignee agrees to perform all of the obligations of Assignor owing to Seller to the terms and conditions of the

Purchase Agreement in the same manner and to the same extent as if Assignee and Seller were the original parties to the Purchase Agreement.

- 1.3. **Further Actions.** The parties covenant and agree, at their own expense, to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments, assumptions and agreements contemplated by this Assignment.

1.4. **Indemnification.**

1.4.1. Assignor agrees to indemnify, defend, and hold harmless Assignee, its lenders, investors and mortgagees, Assignee's consultants, Assignee's members, general and limited partners, officers, directors, shareholders and affiliated companies, and agents and employees of any of them, or any other person or entity taking through or under them, or any of them from and against any and all liabilities, obligations, damages, losses, expenses (including but not limited to reasonable attorney's fees and court costs), claims, counterclaims, demands, causes of action, amounts paid in settlement, liens, or encumbrances, in each case, in connection with, arising out of, based upon or in any way related to the Obligations under the Purchase Agreement arising prior to the Effective Date.

1.4.2. Assignee agrees to indemnify, defend, and hold harmless Assignor, its lenders, investors and mortgagees, Assignor's consultants, Assignor's members, general and limited partners, officers, directors, shareholders and affiliated companies, and agents and employees of any of them, or any other person or entity taking through or under them, or any of them from and against any and all liabilities, obligations, damages, losses, expenses (including but not limited to reasonable attorney's fees and court costs), claims, counterclaims, demands, causes of action, amounts paid in settlement, liens, or encumbrances, in each case, in connection with, arising out of, based upon or in any way related to the Obligations under the Purchase Agreement arising or occurring on or after the Effective Date.

2. **REPRESENTATIONS AND WARRANTIES.**

2.1. Assignor hereby represents and warrants to Assignee as follows as of the Effective Date:

2.1.1. There are no outstanding and uncured breaches or defaults by Seller or Assignor under the Purchase Agreement.

2.1.2. Assignor, on behalf of itself: (A) has not been served with any court filing in any litigation with respect to the Purchase Agreement, or any notice of intent to file a claim or cause of action with respect to the Purchase Agreement, which has not been resolved, settled or dismissed; or (B) has not received written notice of any actual or threatened claim, charge, or complaint from any governmental authority or agency having jurisdiction over the Purchase Agreement pursuant to any administrative, arbitration or similar adjudicatory proceeding with respect to the Land or any development on the Land, which has not been resolved, settled or dismissed.

2.1.3. Assignor has a controlling interest in Assignee in compliance with Section 18 of the Purchase Agreement.

2.2. Assignor acknowledges and agrees that Assignee and its lenders, investors, mortgagees, members, general and limited partners, shareholders, directors, officers, affiliates, employees and representatives are acting in reliance on the representations and warranties contained herein in accepting the Assignment.

2.3. Assignor and Assignee acknowledge and agree that Seller is and is hereby made a third-party beneficiary of this Assignment.

3. MISCELLANEOUS.

3.1. Purchase Agreement Not Modified. The Purchase Agreement and all terms and provisions thereof shall remain unmodified and in full force and effect

3.2. Negotiated Transaction. The parties hereto represent that in the negotiating and drafting of this Assignment they have been represented by and relied upon the advice of counsel of their choice. The parties affirm that their counsel have both had a substantial role in the drafting and negotiation of this Assignment and, therefore, this Assignment shall be deemed drafted by all of the parties hereto and the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment or any attachment hereto.

3.3. Recitals and Exhibits. The foregoing recitals and exhibits attached to this Assignment constitute integral parts of this Assignment.

3.4. Survival of Covenants, Warranties, and Representations. All representations, warranties, covenants, and agreements of each of the parties will survive the consummation of the transactions contemplated in this Assignment and will not be affected by any investigation by or on behalf of the other parties.

3.5. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or email transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

3.6. Miscellaneous. If a court of competent jurisdiction determines that any portion of this Assignment is void or unenforceable, the validity, legality or enforceability of the remainder of this Assignment will not in any way be affected or impaired thereby. The captions in this Assignment are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Assignment or any of its provisions. This Assignment is governed by, and is to be construed in accordance with, the laws of the Commonwealth of Virginia. This Assignment contains the entire understanding of the parties hereto. The parties

enter into this Assignment solely on the strength of the terms included in this Assignment and without any collateral agreement or understanding.

[Remainder of Page Intentionally Left Blank; Signatures on Following Pages]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed on the day and year first above written.

ASSIGNOR:

WELLINGTON DEVELOPMENT PARTNERS, LLC,

a Virginia limited liability company

By: 

Benjamin Miller

Its: Principal

ASSIGNEE:


DOGWOOD FARM STATION 9% OWNER LLC

a Virginia limited liability company

By: 

Benjamin Miller

Authorized Signatory

Owner Information as of January 1st	Bill Information		Payment Status	
KW-HS LOT OPTION POOL 02 LLC	Account Number	28611	Status	 Paid
	Bill Number	1341304	Date Paid	11/25/2024
	Due Date	12/5/2024	Bill Amount	\$145,219.23
	Bill Year	2024	Penalty	\$0.00
	Installment	2	Interest	\$0.00
	Invoice Type	Real Estate	Paid Amount	\$145,219.23
			Bill Balance Due	\$0.00

Property Information		Account Balance Info (See Related Invoices)	
Address	20052 GARDEN CENTER CT ASHBURN VA 20147	Bills Due as of 1/24/2025	\$0.00
Parcel ID Number	057489129000	Bills Due after 1/24/2025	\$0.00
Legal Description	POTOMAC FARMS SEC.1 LOT 6-A1 202410280046128/9P ST.DEDD 202008240072636/7P BLA/ CONSOLIDATE	Total Due for All Bills	\$0.00

Items

Type	Description	Identifier	Owned From	Total Due
Real Estate	20052 GARDEN CENTER CT ASHBURN VA 20147	PIN: 057489129000	7/1/2024	\$145,219.23

Tab F:

RESNET Rater Certification (MANDATORY)



Appendix F

RESNET Rater Certification of Development Plans

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

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

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

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

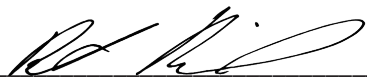
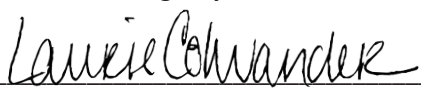
- ☒ **New Construction – EnergyStar Certification**
The development's design meets the criteria for the EnergyStar Certification. Rater understands that before issuance of IRS Form 8609, the applicant will obtain and provide EnergyStar Certification to Virginia Housing.
- ☐ **Rehabilitation – 30% performance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

Additional Optional Certification

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

- ☐ **Earthcraft Certification** - The development's design meets the criteria to obtain Earthcraft Multifamily program gold certification or higher.
- ☐ **LEED Certification** - The development's design meets the criteria for the U.S. Green Building Council LEED green building certification.
- ☒ **National Green Building Standard (NGBS)** - The development's design meets the criteria for meeting the NGBS Silver or higher standards to obtain certification
- ☐ **Enterprise Green Communities**—The development's design meets the requirements stated in the Enterprise Green Communities Criteria for this development's construction type to obtain certification.

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

	Benoit Rivard	2/19/2025
RESNET Rater Signature	Printed Name	Date
Southern Energy Management	Laurie Colwander	
RESNET Provider Agency	Provider Contact Name	
	laurie@southern-energy.com	919-538-7837
Contact Signature	Email	Phone

EARTHCRAFT

CERTIFIED TECHNICAL ADVISOR

This certificate hereby recognizes that the following individual has demonstrated their commitment to a higher standard for health, performance, comfort, and environmental responsibility by becoming a certified Technical Advisor.

Name: Benoit Rivard

Company: Southern Energy Management

Address: 5908 Triangle Drive, Raleigh, NC 27617

Certified on: June 16, 2021



Amelia Godfrey
EarthCraft Program Manager, Southface



EarthCraft is a partnership between Southface and the Greater Atlanta Homebuilders' Association

241 Pine St NE, Atlanta, Georgia 30308 | 404.604.3636 | www.earthcraft.org

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-02-20

Registry ID:

Ekotrope ID: d4ryjZE2

HERS® Index Score:

50

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

Annual Savings

\$673

*Relative to an average U.S. home

Home:

Ashburn, VA 20147

Builder:

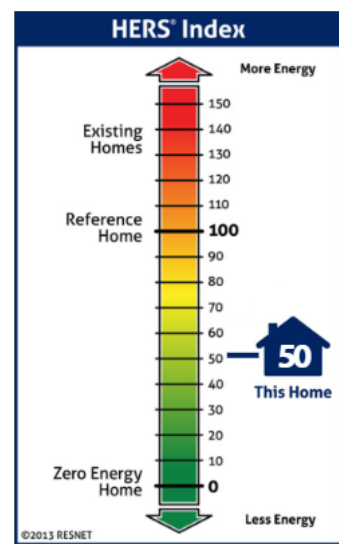
Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.5	\$145
Cooling	1.4	\$46
Hot Water	3.9	\$126
Lights/Appliances	9.2	\$299
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	19.0	\$707

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:	1 br ext middle
Community:	N/A
Conditioned Floor Area:	664 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 1.36 ACH50)
Ventilation:	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-23
Ceiling:	Adiabatic, R-11
Window Type:	U-Value: 0.25, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard
RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 2/20/25 at 3:05 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3575
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.1 Home Report

Property Ashburn, VA 20147 Model: 1 br ext middle Dogwood Farm Station_1 br ext middle Initial House Design	Organization Southern Energy Management Benoit Rivard 9196228441 Builder	Inspection Status Results are projected
------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	---------------------------------------------------

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	50
As Designed Home ERI (HERS) w/o PV	50

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.7	4.0
Cooling	2.1	1.5
Water Heating	3.9	3.4
Lights and Appliances	10.7	9.2
Total	22.4	18.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings	\$/yr
Heating	-11
Cooling	-3
Water Heating	21
Lights & Appliances	49
Generation Savings	0
Total	56

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property	Organization	Inspection Status
Ashburn, VA 20147	Southern Energy Management	Results are projected
Model: 1 br ext middle	Benoit Rivard	
	9196228441	
Dogwood Farm Station_1 br ext middle		
Initial House Design	Builder	

Building Information

Conditioned Area [ft²]	664.00
Conditioned Volume [ft³]	7,104.80
Thermal Boundary Area [ft²]	2,486.80
Number Of Bedrooms	1
Housing Type	Apartment, inside unit

Rating

HERS ERI	50
HERS ERI w/o PV	50

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.25, SHGC: 0.21
Vaulted Ceiling	None	Window / Wall Ratio	0.09
Above Grade Walls	R19 + R4.2 Ci G1 16OC; U-0.046	Window / Floor Ratio	0.14
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	60 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 7.5 HSPF2
Cooling	Air Source Heat Pump • Electric • 15.2 SEER2
Water Heating	Residential Water Heater • Electric • 0.95 UEF
Programmable Thermostat	Yes
Ventilation System	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.9
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	240 kWh	Clothes Washer Capacity	4.2
Ceiling Fan	None	Range/Oven Fuel	Electric

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-02-20

Registry ID:

Ekotrope ID: L9My671L

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

\$897

*Relative to an average U.S. home

Home:

Ashburn, VA 20147

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.5	\$239
Cooling	2.4	\$79
Hot Water	5.4	\$173
Lights/Appliances	11.1	\$359
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	26.4	\$941

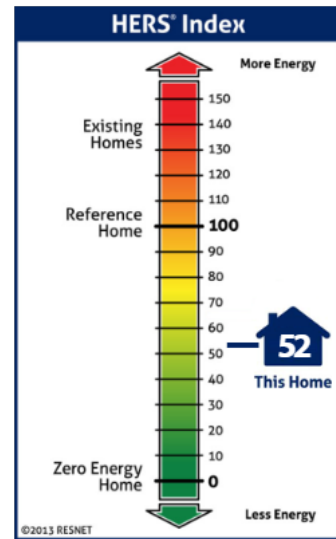
This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2 BR Top
Community:	N/A
Conditioned Floor Area:	950 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.83 ACH50)
Ventilation:	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.25, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard

RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 2/20/25 at 3:05 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3575
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.1 Home Report

Property Ashburn, VA 20147 Model: 2 BR Top	Organization Southern Energy Management Benoit Rivard 9196228441	Inspection Status Results are projected
Dogwood Farm Station_2 br top Initial House Design	Builder	

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	61
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	61
As Designed Home ERI (HERS)	52
As Designed Home ERI (HERS) w/o PV	52

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	8.1	7.6
Cooling	3.6	2.6
Water Heating	5.5	4.8
Lights and Appliances	13.0	11.1
Total	30.2	26.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings	\$/yr
Heating	-26
Cooling	-4
Water Heating	26
Lights & Appliances	60
Generation Savings	0
Total	56

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property	Organization	Inspection Status
Ashburn, VA 20147	Southern Energy Management	Results are projected
Model: 2 BR Top	Benoit Rivard	
	9196228441	
Dogwood Farm Station_2 br top		
Initial House Design	Builder	

Building Information

Conditioned Area [ft²]	950.00
Conditioned Volume [ft³]	10,640.00
Thermal Boundary Area [ft²]	3,254.80
Number Of Bedrooms	2
Housing Type	Apartment, inside unit

Rating

HERS ERI	52
HERS ERI w/o PV	52

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.25, SHGC: 0.21
Vaulted Ceiling	R30 Ci - roof deck; U-0.03	Window / Wall Ratio	0.10
Above Grade Walls	R19 + R4.2 Ci G1 16OC; U-0.046	Window / Floor Ratio	0.13
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	60 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 7.5 HSPF2
Cooling	Air Source Heat Pump • Electric • 15.2 SEER2
Water Heating	Residential Water Heater • Electric • 0.95 UEF
Programmable Thermostat	Yes
Ventilation System	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.9
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	240 kWh	Clothes Washer Capacity	4.2
Ceiling Fan	None	Range/Oven Fuel	Electric

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-02-20

Registry ID:

Ekotrope ID: dE1AgyXd

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

\$894

*Relative to an average U.S. home

Home:

Ashburn, VA 20147

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	7.3	\$235
Cooling	2.4	\$79
Hot Water	5.4	\$173
Lights/Appliances	11.1	\$359
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	26.2	\$937

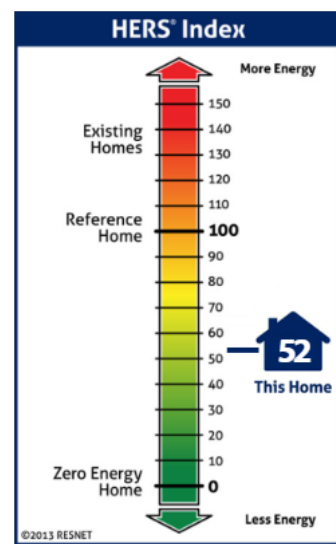
This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	2 br middle
Community:	N/A
Conditioned Floor Area:	950 ft ²
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.90 ACH50)
Ventilation:	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.25, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard

RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 2/20/25 at 3:05 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3575

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

This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.1 Home Report

Property Ashburn, VA 20147 Model: 2 br middle Dogwood Farm Station_2 br middle Initial House Design	Organization Southern Energy Management Benoit Rivard 9196228441 Builder	Inspection Status Results are projected
----------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	---------------------------------------------------

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	61
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	61
As Designed Home ERI (HERS)	52
As Designed Home ERI (HERS) w/o PV	52

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	8.0	7.5
Cooling	3.6	2.6
Water Heating	5.5	4.8
Lights and Appliances	13.0	11.1
Total	30.0	26.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings

	\$/yr
Heating	-27
Cooling	-4
Water Heating	26
Lights & Appliances	60
Generation Savings	0
Total	55

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property Ashburn, VA 20147 Model: 2 br middle Dogwood Farm Station_2 br middle Initial House Design	Organization Southern Energy Management Benoit Rivard 9196228441 Builder	Inspection Status Results are projected
----------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	---------------------------------------------------

Building Information

Conditioned Area [ft²]	950.00
Conditioned Volume [ft³]	10,165.00
Thermal Boundary Area [ft²]	3,190.40
Number Of Bedrooms	2
Housing Type	Apartment, inside unit

Rating

HERS ERI	52
HERS ERI w/o PV	52

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.25, SHGC: 0.21
Vaulted Ceiling	R30 Ci - roof deck; U-0.03	Window / Wall Ratio	0.10
Above Grade Walls	R19 + R4.2 Ci G1 16OC; U-0.046	Window / Floor Ratio	0.13
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	60 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 7.5 HSPF2
Cooling	Air Source Heat Pump • Electric • 15.2 SEER2
Water Heating	Residential Water Heater • Electric • 0.95 UEF
Programmable Thermostat	Yes
Ventilation System	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.9
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	240 kWh	Clothes Washer Capacity	4.2
Ceiling Fan	None	Range/Oven Fuel	Electric

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-02-20

Registry ID:

Ekotrope ID: LO3MBx3L

HERS® Index Score:

53

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

\$637

*Relative to an average U.S. home

Home:

Ashburn, VA 20147

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.7	\$151
Cooling	1.6	\$53
Hot Water	4.3	\$138
Lights/Appliances	9.2	\$299
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	19.8	\$732

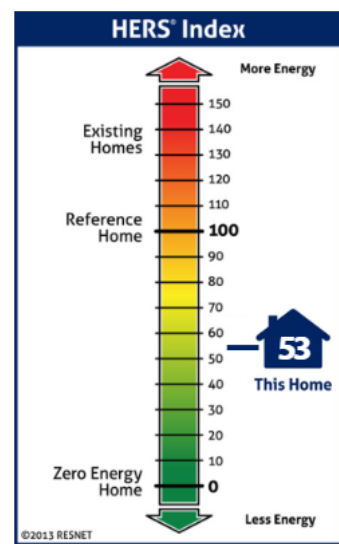
This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1 br int middle
Community:	N/A
Conditioned Floor Area:	664 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.43 ACH50)
Ventilation:	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.25, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard

RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 2/20/25 at 3:05 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3575
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.1 Home Report

Property Ashburn, VA 20147 Model: 1 br int middle Dogwood Farm Station_1 br int middle Initial House Design	Organization Southern Energy Management Benoit Rivard 9196228441 Builder	Inspection Status Results are projected
------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	---------------------------------------------------

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	64
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	64
As Designed Home ERI (HERS)	53
As Designed Home ERI (HERS) w/o PV	53

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.5	4.3
Cooling	2.2	1.8
Water Heating	3.9	3.7
Lights and Appliances	10.7	9.2
Total	22.4	18.9



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings	\$/yr
Heating	-19
Cooling	-8
Water Heating	10
Lights & Appliances	49
Generation Savings	0
Total	32

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property	Organization	Inspection Status
Ashburn, VA 20147	Southern Energy Management	Results are projected
Model: 1 br int middle	Benoit Rivard	
	9196228441	
Dogwood Farm Station_1 br int middle		
Initial House Design	Builder	

Building Information

Conditioned Area [ft²]	664.00
Conditioned Volume [ft³]	7,104.80
Thermal Boundary Area [ft²]	2,486.80
Number Of Bedrooms	1
Housing Type	Apartment, inside unit

Rating

HERS ERI	53
HERS ERI w/o PV	53

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.25, SHGC: 0.21
Vaulted Ceiling	R30 Ci - roof deck; U-0.03	Window / Wall Ratio	0.06
Above Grade Walls	R19 + R4.2 Ci G1 16OC; U-0.046	Window / Floor Ratio	0.09
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	60 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 8.5 HSPF
Cooling	Air Source Heat Pump • Electric • 15 SEER
Water Heating	Residential Water Heater • Electric • 0.93 Energy Factor
Programmable Thermostat	Yes
Ventilation System	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.9
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	240 kWh	Clothes Washer Capacity	4.2
Ceiling Fan	None	Range/Oven Fuel	Electric

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-02-20

Registry ID:

Ekotrope ID: LMk9Zn7v

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

\$684

*Relative to an average U.S. home

Home:

Ashburn, VA 20147

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	5.8	\$186
Cooling	1.8	\$59
Hot Water	3.9	\$126
Lights/Appliances	9.2	\$299
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	20.7	\$761

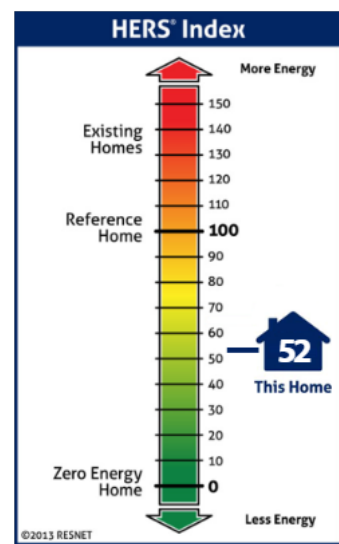
This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1 BR Ext Top
Community:	N/A
Conditioned Floor Area:	664 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.5 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.95 UEF
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.96 ACH50)
Ventilation:	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.25, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard

RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 2/20/25 at 3:05 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3575
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.1 Home Report

Property Ashburn, VA 20147 Model: 1 BR Ext Top Dogwood Farm Station_1 br ext top Initial House Design	Organization Southern Energy Management Benoit Rivard 9196228441 Builder	Inspection Status Results are projected
------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	---------------------------------------------------

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	63
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	63
As Designed Home ERI (HERS)	52
As Designed Home ERI (HERS) w/o PV	52

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	6.8	5.6
Cooling	2.6	2.0
Water Heating	3.9	3.4
Lights and Appliances	10.7	9.2
Total	24.1	20.1



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings

	\$/yr
Heating	-21
Cooling	-5
Water Heating	21
Lights & Appliances	49
Generation Savings	0
Total	44

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property Ashburn, VA 20147 Model: 1 BR Ext Top Dogwood Farm Station_1 br ext top Initial House Design	Organization Southern Energy Management Benoit Rivard 9196228441 Builder	Inspection Status Results are projected
------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	---------------------------------------------------

Building Information

Conditioned Area [ft²]	664.00
Conditioned Volume [ft³]	7,436.80
Thermal Boundary Area [ft²]	2,541.00
Number Of Bedrooms	1
Housing Type	Apartment, inside unit

Rating

HERS ERI	52
HERS ERI w/o PV	52

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.25, SHGC: 0.21
Vaulted Ceiling	R30 Ci - roof deck; U-0.03	Window / Wall Ratio	0.09
Above Grade Walls	R19 + R4.2 Ci G1 16OC; U-0.046	Window / Floor Ratio	0.14
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	60 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 7.5 HSPF2
Cooling	Air Source Heat Pump • Electric • 15.2 SEER2
Water Heating	Residential Water Heater • Electric • 0.95 UEF
Programmable Thermostat	Yes
Ventilation System	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.9
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	240 kWh	Clothes Washer Capacity	4.2
Ceiling Fan	None	Range/Oven Fuel	Electric

Home Energy Rating Certificate

Projected Report
Based on Plans

Rating Date: 2025-02-20

Registry ID:

Ekotrope ID: vDK9Ro5d

HERS® Index Score:

53

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

\$638

*Relative to an average U.S. home

Home:

Ashburn, VA 20147

Builder:

Your Home's Estimated Energy Use:

	Use [MBtu]	Annual Cost
Heating	4.8	\$154
Cooling	1.6	\$53
Hot Water	4.3	\$138
Lights/Appliances	9.2	\$299
Service Charges		\$91
Generation (e.g. Solar)	0.0	\$0
Total:	19.9	\$735

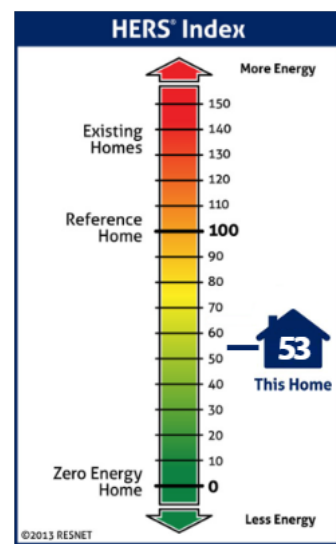
This home meets or exceeds the criteria of the following:

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

2009 International Energy Conservation Code

2006 International Energy Conservation Code



Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	1 BR Int Top
Community:	N/A
Conditioned Floor Area:	664 ft ²
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 8.5 HSPF
Primary Cooling System:	Air Source Heat Pump • Electric • 15 SEER
Primary Water Heating:	Residential Water Heater • Electric • 0.93 Energy Factor
House Tightness:	0.3 CFM50 / s.f. Shell Area (Adjusted Infiltration: 2.36 ACH50)
Ventilation:	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Duct Leakage to Outside:	Untested Forced Air
Above Grade Walls:	R-23
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.25, SHGC: 0.21
Foundation Walls:	N/A
Framed Floor:	R-11

Rating Completed by:

Energy Rater: Benoit Rivard

RESNET ID: 4443444

Rating Company: Southern Energy Management MES
5908 Triangle Drive

Rating Provider: Southern Energy Management
5908 Triangle Drive, Raleigh, NC 27617
919-836-0330

Benoit Rivard, Certified Energy Rater
Digitally signed: 2/20/25 at 3:05 PM



Energy savings calculated without modifications to the energy model. (As Modeled)

Ekotrope RATER - Version:4.2.2.3575
The Energy Rating Disclosure for this home is available from the Approved Rating Provider.
This report does not constitute any warranty or guarantee.

ENERGY STAR MF V1.1 Home Report

Property Ashburn, VA 20147 Model: 1 BR Int Top	Organization Southern Energy Management Benoit Rivard 9196228441	Inspection Status Results are projected
Dogwood Farm Station_1 br int top Initial House Design	Builder	

Mandatory Requirements

- ✓ Duct leakage at post construction better than or equal to applicable requirements.
- ✓ Total building thermal envelope UA meets or exceeds applicable requirements.
- ✓ Slab on Grade Insulation must be > R-5, and at IECC 2009 Depth for Climate Zones 4 and above.
- ✓ Envelope insulation achieves RESNET Grade I installation, or Grade II with insulated sheathing.
- ✓ Total window thermal properties meet or exceed the applicable requirements
- ✓ Duct insulation meets the EPA minimum requirements of R-6.
- ✓ Mechanical ventilation system is installed in the home.
- ✓ Measured infiltration is better than or equal to applicable requirements.
- ✓ ENERGY STAR Checklists fully verified and complete.

ERI (HERS) Index Target

Reference Home ERI (HERS)	64
SAF (Size Adjustment Factor)	1.00
SAF Adjusted ERI (HERS) Target	64
As Designed Home ERI (HERS)	53
As Designed Home ERI (HERS) w/o PV	53

Normalized, Modified End-Use Loads (MBtu / year)

	ENERGY STAR	As Designed
Heating	5.7	4.3
Cooling	2.2	1.8
Water Heating	3.9	3.7
Lights and Appliances	10.7	9.2
Total	22.5	19.0



This home **MEETS** or **EXCEEDS** the energy efficiency requirements for designation as an EPA ENERGY STAR Qualified Home under Version Multifamily V1.1

Pollution Prevented

Type of Emissions	Reduction
Carbon Dioxide (CO ₂) - tons/yr	0.1

Energy Cost Savings	\$/yr
Heating	-19
Cooling	-8
Water Heating	10
Lights & Appliances	49
Generation Savings	0
Total	32

The energy savings and pollution prevented are calculated by comparing the Rated Home to the ENERGY STAR Version Multifamily V1.1 Reference Home as defined in the ENERGY STAR Qualified Homes ERI (HERS) Target Procedure for National Program Requirements, Version Multifamily V1.1 promulgated by the Environmental Protection Agency (EPA). In accordance with the ANSI/RESNET/ICC 301 Standard, building inputs affecting setpoints infiltration rates, window shading and the existence of mechanical systems may have been changed prior to calculating loads

Building Specification Summary

Property Ashburn, VA 20147 Model: 1 BR Int Top Dogwood Farm Station_1 br int top Initial House Design	Organization Southern Energy Management Benoit Rivard 9196228441 Builder	Inspection Status Results are projected
------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------	---------------------------------------------------

Building Information

Conditioned Area [ft²]	664.00
Conditioned Volume [ft³]	7,436.80
Thermal Boundary Area [ft²]	2,540.90
Number Of Bedrooms	1
Housing Type	Apartment, inside unit

Rating

HERS ERI	53
HERS ERI w/o PV	53

Building Shell

Ceiling w/ Attic	None	Windows (largest)	U-Value: 0.25, SHGC: 0.21
Vaulted Ceiling	R30 Ci - roof deck; U-0.03	Window / Wall Ratio	0.06
Above Grade Walls	R19 + R4.2 Ci G1 16OC; U-0.046	Window / Floor Ratio	0.09
Found. Walls	None	Infiltration	0.3 CFM50 / s.f. Shell Area
Framed Floors	None	Duct Lkg to Outside	Untested Forced Air
Slabs	None	Total Duct Leakage	60 CFM @ 25Pa (Post-Construction)

Mechanical Systems

Heating	Air Source Heat Pump • Electric • 8.5 HSPF
Cooling	Air Source Heat Pump • Electric • 15 SEER
Water Heating	Residential Water Heater • Electric • 0.93 Energy Factor
Programmable Thermostat	Yes
Ventilation System	100 CFM • 22 Watts • Air Cyclor w/ Supp. Fan (CFIS)
Whole House Fan	N/A

Lights and Appliances

Percent Interior LED	100%	Clothes Dryer Fuel	Electric
Percent Exterior LED	100%	Clothes Dryer CEF	3.9
Refrigerator (kWh/yr)	500.0	Clothes Washer LER (kWh/yr)	284.0
Dishwasher Efficiency	240 kWh	Clothes Washer Capacity	4.2
Ceiling Fan	None	Range/Oven Fuel	Electric

2/20/2025

Energy Model & Green Program Assumptions Disclosure

Southern Energy Management has built energy models for the following project:

- **Dogwood Farm Station**

The energy models follow the *ANSI/RESNET/ICC 301-2019 Standard for the Calculation and Labeling of the Energy Performance of Dwelling and Sleeping Units using an Energy Rating Index*.

The inputs in the energy models that are used to demonstrate preliminary compliance with the Virginia QAP standards are based upon the minimum requirements for Energy Star, as well as the initial plans provided (if applicable) to Southern Energy Management. If plans were provided, they were assumed to be the latest version and a representation of what will be constructed on site.

Unless otherwise indicated, building envelope performance values are assumed to be code minimum for the applicable jurisdiction and are also subject to change after on-site testing is performed. Initial files sent to the project team may indicate a variation in unit square footage values than what is provided to SEM on the preliminary plans. This difference can be attributed to the differing protocols for measuring units between the architect and the residential modeler. If square footage below is the same as the values listed on the plans, note that once measured for the final energy model the square footage utilized may vary.

Southern Energy Management does not guarantee nor attest compliance with the applicable QAP requirements based on these preliminary models or plan set(s) as our review is based on ENERGY STAR for Multifamily New Construction V1.1 compliance and green program (NGBS) qualification. All inputs listed in the following Building File Reports are subject to change with any alterations or modifications in the construction documents plan set as well as differences observed during on-site inspections.

As Modeled Unit Type(s)*

**Plans used to generate these scores are preliminary and may not be representative of the final design.*

Number of Bedrooms	Square Footage	Average HERS
1 bedroom	664	52

2 bedroom	950	52
-----------	-----	----

About Southern Energy Management

Southern Energy Management (SEM) is a HERS rater training provider that has been committed to improving the way people create, consume, and conserve energy since 2001. We are a team of over 180 building performance and solar experts who believe what you do is important, and how you do it matters just as much. SEM provides consultations, inspections, testing and third party verification for multifamily & commercial green building certification programs including (but not limited to): HERS Ratings, ENERGY STAR, National Green Building Standard, LEED, Green Globes, EarthCraft, Fitwel, etc.

<https://southern-energy.com/multifamily-energy-services/>



Solar Analysis

Dogwood Farm station

Date Submitted: 2/25/25

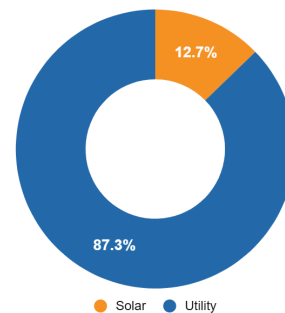
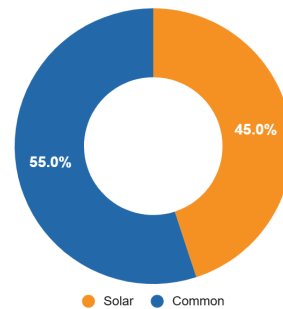
Preliminary Solar Feasibility

Proposed Scope(s) of Work	
Project Location	Sterling , VA
Estimated System Size (kW)	76.70 kW
Total Annual Solar Production kWh	95,875 kWh
Estimated Common Space Use kWh	213,165 kWh
Estimated Annual Energy Offset*	12.7% Building 44.9% Common
Estimated Cost	\$204,000

Solar Design Overview



Energy Offset



Tab G:

Zoning Certification Letter (MANDATORY)

Zoning Certification

DATE: _____

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

RE: ZONING CERTIFICATION
Name of Development: _____
Name of Owner/Applicant: _____
Name of Seller/Current Owner: _____

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

DEVELOPMENT DESCRIPTION:

Development Address:

Leal Description:

Proposed Improvements:

Construction

New Construction:	# Units	_____	# Buildings	_____	Total Floor Area	_____
Adaptive Reuse	# Units	_____	# Buildings	_____	Total Floor Area	_____
Rehabilitation:	# Units	_____	# Buildings	_____	Total Floor Area	_____

Zoning Certification, cont'd

Current Zoning: _____ allowing a density of _____ units per
acre, and the following other applicable conditions: _____

Other Descriptive Information:

LOCAL CERTIFICATION:

Check one of the following a appropriate:

☐

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

☒

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



Signature

Michael Tucker, PE

Printed Name

Title of Local Official or Civil Engineer

Phone

Date

NOTES TO LOCALITY:

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

taxcreditapps@virginiahousing.com.

Tab H:

Attorney's Opinion (MANDATORY)

March 10, 2025

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

RE: 2025 9% Tax Credit Reservation Request (competitive 70% present value credits)

Name of Development: Dogwood Farm Station Apartments 9%
Name of Owner: Dogwood Farm Station 9% Owner LLC

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 10, 2025 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. 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. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

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

Klein Hornig LLP

By:



Aaron O'Toole

Its: Partner

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). March 10, 2025
4. If circumstances unique to a particular application require modification of this form, any such modification must be approved by Virginia Housing in writing within six months prior to the application deadline. A copy of any such approval must be included with this executed Opinion as part of the application.
5. ~~Be aware that there is a 9% version and a Tax Exempt version.~~ Failure to utilize the correct form or to abide by the instructions above form may result in a point penalty or rejection of the application.

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

(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 filling 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 _____ (Must be on or after the application date below)

To _____

TO:

RE:

V
i
r
g
i
n
i
a
H
o
u
s

in
n
g
6
0
1
S
o
u
t
h
B
e
l
v
i
d
e
r
e
S
t
r
e
e
t
Ric
hm
ond
,
Vir
gini
a
232

20

RE
÷

202
5
920
25
9%
Tax
Cre
dit
Res
erv
atio
n
Req
uest
(co
mpe
titiv
e
70
%
pres
ent
val
ue
cre
dits
)

Name of Development
Name of Owner:

Dear Virginia Housing:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 10, 2025 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low-income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

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

~~2.[Select One]~~

~~The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

~~OR~~

2. 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)~~ (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.

3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.

~~4.[Select One]~~

4. 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.~~

5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

~~6.[Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low income housing.~~

~~7.[Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~

~~8.[Delete if inapplicable] It is more likely than not that the representations made under the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~9.[Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten year "look-back rule" requirement of Code 42(d)(2)(B) are not correct.~~

Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon compliance by the Owner with the requirements of Code Section 42(h)(1)(E), the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.

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

This opinion was not prepared in accordance with the requirements of Treasury 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~~

**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 filling in blanks or making the appropriate selections in bracketed language must be accompanied by a black-lined version indicating all additional changes to the opinion. Altered opinions will still be subject to acceptance by the Authority.~~

Date _____ **To** Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220

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

Name of Development	Name of
---------------------	---------

~~Dear Virginia Housing:~~

By:

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

~~Based upon the foregoing reviews and upon due investigation of such matters as it deems necessary in order to render this opinion, but without expressing any opinion as to either the reasonableness of the estimated or projected figures or the veracity or accuracy~~

of the factual representations set forth in the Application, the undersigned is of the opinion that:

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

~~2. [Select One]~~

~~The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.~~

~~OR~~

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

~~3. [Select One]~~

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

~~OR~~

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

~~4. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application.~~

~~5. [Delete if inapplicable] The type of the nonprofit organization involved in the Development is an organization described in Code Section 501(c)(3) or 501(c)(4) and exempt from taxation under Code Section 501(a), whose purposes include the fostering of low-income housing.~~

~~6. [Delete if inapplicable] The nonprofit organizations' ownership interest in the development is as described in the Nonprofit Involvement section of the Application form.~~

~~7. [Delete if inapplicable] It is more likely than not that the representations made in the Rehab Information section of the Application form as to the Development's compliance with or exception to the Code's minimum expenditure requirements for rehabilitation projects are correct.~~

~~8.[Delete if inapplicable] After reasonable investigation, the undersigned has no reason to believe that the representations made under the Rehab Information (Ten-Year Rule) section of the Application form as to the Development's compliance with or eligibility for exception to the ten-year "look-back rule" requirement of Code §42(d)(2)(B) are not correct.~~

~~Finally, the undersigned is of the opinion that, if all information and representations contained in the Application and all current law were to remain unchanged, upon the placement in service of each building of the Development, the Owner would be eligible under the applicable provisions of the Code and the Regulations to an allocation of Credits in the amount(s) requested in the Application.~~

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

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

Firm Name By Its Aaron O'Toole

Its: Partner

Title

Document comparison by Workshare Compare on Tuesday, March 11, 2025
3:10:04 PM

Input:	
Document 1 ID	iManage://kleinhornig.cloudimanager.com/khdocs/1206146/1
Description	#1206146v1<kleinhornig.cloudimanager.com> - DGWD VHDA 9% KH Attorney's Opinion
Document 2 ID	iManage://kleinhornig.cloudimanager.com/khdocs/1206146/2
Description	#1206146v2<kleinhornig.cloudimanager.com> - DGWD VH 9% KH Attorney's Opinion
Rendering set	Standard

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

Statistics:	
	Count
Insertions	27
Deletions	77
Moved from	0
Moved to	0
Style changes	0
Format changes	0

Total changes	104
---------------	-----

Tab I:

Nonprofit Questionnaire (MANDATORY for points or pool)

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

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

This deal does not require
information behind this tab.

Tab J:

Relocation Plan and Unit Delivery Schedule
(MANDATORY-Rehab)

This deal does not require
information behind this tab.

Tab K:

Documentation of Development Location:

Tab K.1

Revitalization Area Certification

February 19, 2025

To: Virginia Housing
601 South Belvidere St.
Richmond, VA 23220

Re: Dogwood Farm Station 9% Owner LLC

Ladies and Gentlemen:

This letter is to confirm that the property, Dogwood Farm Station Apartments 9% located at 20052 Garden Center Court, Ashburn, Virginia 20147, is within the Loudoun County Suburban Policy Area as shown in the attached map (Attachment 1). The Suburban Policy Area is a Revitalization Area per the Loudoun County Resolution adopted on December 5, 2017 (Attachment 2).

Please let Travis Perlman, Housing Finance & Development Administrator at 571-367-8624, know if you need additional information.

We look forward to working with you on this project.

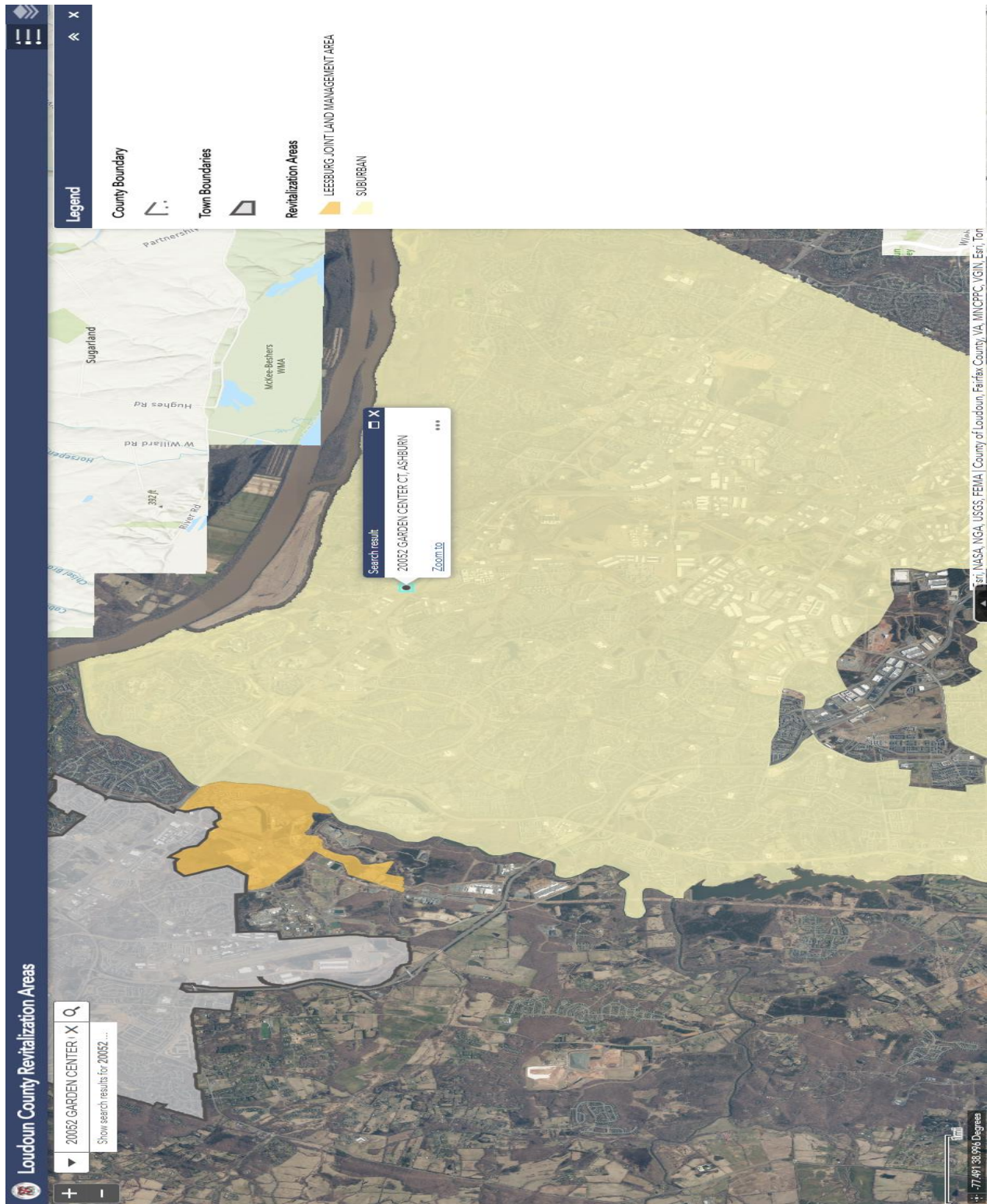
Sincerely,



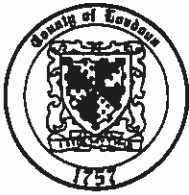
George Govan
County of Loudoun
Director, Dept. of Finance & Procurement and
Interim Director, Dept. of Housing and Community Development

Attachments:

1. Dogwood Farm Station Apartments Loudoun County Revitalization Areas Map
2. Resolution Designating a Portion of Loudoun County, Virginia a Revitalization Area



Attachment 1



Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors Meeting Room, 1 Harrison Street, S.E., Leesburg, Virginia, on Tuesday, December 5, 2017 at 5:00 p.m.

IN RE: Resolution Designating Revitalization Area to Support Applications for Low Income Housing Tax Credits (Countywide)

Vice Chairman Buona moved that the Board of Supervisors approve the resolution designating the Suburban Policy Area as a Revitalization Area to support Low Income Housing Tax Credit applications in the competitive tax credit allocation process (provided as Attachment 1 to the December 5, 2017, Board of Supervisors Business Meeting Supplemental Action Item).

Seconded by Supervisor Volpe.

Voting on the Motion: Supervisors Buona, Higgins, Letourneau, Meyer, Randall, Saines, Umstattd, and Volpe – Yes; None – No; Supervisor Buffington – Absent for the Vote.

A COPY TESTE:


DEPUTY CLERK TO THE LOUDOUN COUNTY
BOARD OF SUPERVISORS

Attachment 2


**RESOLUTION
DESIGNATING A PORTION OF LOUDOUN COUNTY, VIRGINIA
A REVITALIZATION AREA**

WHEREAS, pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of the County of Loudoun, Virginia, desire to designate the Suburban Policy Area as shown on Exhibit A, attached hereto, as a Revitalization Area.


NOW, THEREFORE, BE IT HEREBY DETERMINED as follows:

1. the commercial, industrial or other economic development of the Revitalization Area will benefit Loudoun County but the Revitalization Area lacks the affordable housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainments, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in the Revitalization Area; and
2. private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in the Revitalization Area and will induce other persons and families to live within the Revitalization Area and thereby create a desirable economic mix of residents in the Revitalization Area.

NOW, THEREFORE, BE IT HEREBY RESOLVED that pursuant to Section 36-55.30:2.A of the Code of Virginia of 1950, as amended, the Board of Supervisors of Loudoun County hereby designates the Suburban Policy Area as shown on Exhibit A, attached hereto, as a Revitalization Area.


Phyllis Randall,
Chairman, Board of Supervisors

ATTEST:



Tim Hemstreet
Clerk to the Board

Adopted by the Board of Supervisors of Loudoun, Virginia, this 5TH day of December, 2017.

**PROPOSED REVITALIZATION AREA
(SUBURBAN POLICY AREA)**



Frederick County, MD

Jefferson County, WV

Lovettsville

Hillsboro

Purcellville

Round Hill

Hamilton

Leesburg

Montgomery County, MD

Clarke County, VA

River

Middleburg

Fauquier County, VA

Washington Dulles
International Airport

Fairfax County, VA

Prince William
County, VA

EXHIBIT A

LEGEND

— Major Road

— Secondary Road

■ Incorporated Town

■ Dulles International Airport

Policy Areas

■ Joint Land Management Area

■ Rural Policy Area

■ Suburban Policy Area

■ Transition Policy Area

Tab K.2

Surveyor's Certification of Proximity to
Public Transportation using Virginia
Housing template



Surveyor's Certification of Proximity to Transportation

General Instructions

1. This form must be included with the Application.
2. Any change in this form may result in a reduction of points under the scoring system.
3. If you have any questions, please contact the Tax Credit Allocation Department at taxcreditapps@virginiahousing.com.

Date: _____

TO: Virginia Housing
601 South Belvidere Street
Richmond, Virginia 23220 2025 Tax Credit Reservation Request
Name of Development Dogwood Farm Station Apartments 9%
Name of Owner Dogwood Farm Station 9% Owner LLC

RE: **Dogwood Farm Station Apartments 9%-20052 Garden Center Court, Ashburn VA 20147**

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway

station; OR

1,320 feet or ¼ mile of the nearest access point to an existing public bus stop or a public bus stop to be

built in accordance with existing proffers. If the public bus stop is proffered, include copy of executed

proffers with this form.

See attached Proffers, refer to III.B.

Firm Name _____

By _____

Its _____

Title

PROFFER STATEMENT
DOGWOOD FARM STATION

LEGI-2023-0018

ZMAP-2021-0010

November 2, 2023

Blue Mount Nursery, Inc., (“Owner”) is the owner of the parcels identified as Loudoun County PINs 057-48-9129, 057-49-4102, 057-39-2064, and 057-39-3060 (Tax Map ##/63/D/1/////6A, /63/D/1/////4/, /63/D/1///RA1/, and /63/D/1///RA2/) (“Blue Mount Property”) and the Board of Supervisors of Loudoun County, Virginia is the owner of the area subject to RDAB-2021-0006 (“County-Owned Area”), identified on Sheet 4 of the Concept Development Plan referenced in Proffer I.A. below. The Blue Mount Property and the County-Owned Area, which collectively total 20.0827 acres, are hereinafter jointly referred to as the “Property”. The Property is more fully depicted on the Concept Development Plan identified in Proffer I.A. below. The Owner, on behalf of itself and its successors in interest, and Board of Supervisors of Loudoun County, Virginia, hereby voluntarily proffers, pursuant to Section 15.2-2303 of the Code of Virginia (1950), as amended, and Section 6-1209 of the Revised 1993 Loudoun County Zoning Ordinance (“Zoning Ordinance”), that in the event the Board of Supervisors of Loudoun County, Virginia approves ZMAP-2021-0010 to rezone the Property from the A-3 Agricultural Residential zoning district (“A-3”), to the R-24 Multifamily Residential zoning district to be administered as an affordable dwelling unit district under Section 7-1000 et. seq. of the Zoning Ordinance (“R-24 ADU”), development of the Property shall be in substantial conformance with the following conditions (“Proffers”). These Proffers are the only development conditions that govern this Property and shall supersede any other applicable zoning application on the Property, provided that these Proffers shall become effective only upon final approval of this ZMAP-2021-0010 and the existing uses on the Property shall be permitted to continue as non-conforming uses until such time as approval of the first site plan related to ZMAP-2021-0010 on the Property. As used herein, the term “County” refers to the Board of Supervisors of Loudoun County, Virginia, or to the applicable Loudoun County government department, staff, or official enabled with authority to act on the County’s behalf, within the context of the particular proffer provision.

I. CONCEPT DEVELOPMENT PLAN & DEVELOPMENT SCOPE

- A. Concept Development Plan. Development of the Property shall be in substantial conformance with Sheets 1, 4, 7, 8, 11, and 12 (“Concept Development Plan” or “CDP”) of the 16-sheet plan set titled “DOGWOOD FARM STATION,

ALGONKIAN ELECTION DISTRICT, LOUDOUN COUNTY, VIRGINIA, LEGI-2023-0018, ZMAP-2021-0010, SPEX-2022-0025, ZMOD-2021-0039, ZMOD-2022-0003, ZMOD-2022-0072, ZMOD-2023-0004,” dated June 29, 2021 and revised through October 23, 2023, prepared by Pennoni Associates, Inc. The Concept Development Plan shall control the general development, layout, and configuration of the Property. Minor adjustments to the locations of the proposed uses, facilities, and improvements shown on the CDP shall be permitted as reasonably necessary to address grading, drainage, environmental, cultural and natural features, development ordinance requirements, other final engineering considerations, and to accommodate the recommendations of archaeological studies, if any, provided that any such minor adjustments shall be in accordance with Section 6-1209 of the Zoning Ordinance.

- B. Development Scope. The Property shall be developed with a maximum of 425 total dwelling units, inclusive of the following dwelling unit types: up to 153 multifamily attached dwelling units (“MF ATTACHED”) (inclusive of 5 Affordable Dwelling Units (“ADUs”); up to 200 multifamily stacked dwelling units composed of two over two and back to back dwelling units (“MF STACKED”) (inclusive of one ADU); and Affordable Housing Units (“AHUs”) composed of 72 age restricted MF ATTACHED AHUs. If AHUs are not constructed on the Property, ADUs shall be provided on the Property in accordance with Proffer VI.A.ii. If SPEX-2022-0025 is approved by the County, a child care center shall be permitted on the Property.

II. HOMEOWNERS ASSOCIATION

- A. Homeowners Association, Generally. With the exception of the AHUs referenced in the next sentence, each residential property owner in the Property shall be a member of the homeowners association (“HOA”) which shall be established to own and maintain common property and facilities, provide standards for the landscaping and use of privately-owned land and structures within the Property, and perform any other responsibilities allocated to the HOA under these Proffers. The building identified on Sheet 4 of the CDP as “MF ATTACHED AFFORDABLE HOUSING UNITS WITH CHILD CARE CENTER” (“AHU Building”) shall be located on a parcel that is not required to be a member of the HOA so long as AHUs are established and continue to exist within the AHU Building, and a record plat creating such parcel shall be submitted to the County for review and approval and recorded in the Land Records of the Loudoun County Circuit Court (“Land Records”) prior to the approval of the first site plan for the Property. Concurrently with the submission of the first record plat or site plan for the Property, whichever is first in time, a Declaration of Covenants (“Covenants”) and related governance documents for the establishment of the HOA shall be submitted to the County for review and approval. The HOA shall be established Covenants and related

governance documents shall be recorded in the Land Records prior to, or concurrently with the approval of the first record plat or first site plan for the Property, whichever is first in time.

- B. General Responsibilities. In addition to any other responsibilities of the HOA set forth elsewhere in these Proffers, the HOA shall own and maintain all common areas, open space, and active recreation areas on the Property, including the clubhouse and pool shown respectively as “CLUBHOUSE” and “POOL” on Sheet 4 of the CDP, and shall provide for trash removal, snow removal, street light maintenance where applicable, and recycling services on all private streets. The HOA shall also be responsible for the maintenance of all common recreational facilities, all storm drainage and stormwater management, bus shelter(s), micromobility, and pedestrian and bicycle easements and facilities to the extent they are not maintained by the County or Virginia Department of Transportation (“VDOT”), all private roads on the Property, all fire lane identification along private and public streets, all noise attenuation measures on HOA-owned property referenced in Proffer III.F., the electric vehicle charging stations referenced in Proffer IV.N., and the pollinator meadow referenced in Proffer VII.B. If AHUs are established within the AHU Building, even though the residents of the AHU Building will not be members of the HOA, such residents shall have an unlimited right to use the clubhouse, swimming pool, common areas, open space, and active recreation space on the Property, and such unlimited right shall be set forth in the Covenants. In lieu of a monthly HOA fee, the owner of the AHU Building will execute an agreement regarding HOA maintenance and payment of a set annual fee to the HOA, with an annual escalator, prior to the approval of the first record plat or first site plan for the Property, whichever is first in time. A copy of said agreement shall be provided to the County. The HOA shall be permitted to allow residents of other communities to use the pool and clubhouse on the Property in accordance with the Zoning Ordinance.
- C. Garage Conversion. The conversion of any garage space within or serving any dwelling unit to any use that precludes the parking of the intended number of operable vehicles within such garage space, as shown on the associated Construction Plans and Profiles (“CPAP”) or site plan shall be prohibited. Garages, driveways, and parking spaces provided to an owner for their exclusive use must be used by the owner, their tenants, members of their households, and their respective guests, employees, agents, and invitees first before utilizing a common area/element parking space. A provision to this effect, that is capable of being enforced by all property owners and/or by the HOA shall be included in the Covenants. This prohibition shall not apply to any garage space that is used as a model home or sales office. Any garage space used for a model home or sales

office shall be converted back to garage space prior to the final residential settlement of the dwelling unit with which such garage space is associated.

III. TRANSPORTATION

- A. Roadways. All private roads built on the Property will be designed and constructed in accordance with County standards as set forth in the Facilities Standards Manual ("FSM"), or with such modified standards as may be approved by the County, as applicable. The maintenance of private roads shall be the responsibility of the HOA, as established pursuant to Proffer II.
- B. Riverside Parkway Bus Shelter. The Owner shall provide a public access easement to the County for a bus shelter for use by and incorporation into the Loudoun County Transit and Commuter Services programming for bus service ("Bus Shelter Easement"). The Bus Shelter Easement shall measure 12 feet by 20 feet, shall be located on the Property and outside of VDOT right-of-way in the general location identified as, "BUS SHELTER (APPROX. LOCATION)", on Sheet 4 of the CDP or an alternate location outside of the VDOT right-of-way determined in consultation with the Loudoun County Department of General Services, Division of Transit and Commuter Services ("Transit Services"), and shall be shown on the first record plat or first site plan for the Property, whichever is first in time. The Bus Shelter Easement shall be in a form approved by the County Attorney, and conveyed to the County at no cost to the County, prior to the approval of the first site plan, or in conjunction with the approval and recordation of the first record plat, for the Property, whichever is first in time. An Americans with Disabilities Act ("ADA") compliant bus shelter and concrete pad located within the Bus Shelter Easement, and an ADA-compliant pedestrian route from the dwelling units permitted in Phase I under Proffer III.E.a. to the bus shelter located within a 7-foot wide public access easement granted to the County at no public cost, shall be shown on the first site plan or CPAP for the Property, whichever is first in time, and shall be subject to the approval of Transit Services and bonded for construction prior to the approval of the first record plat or site plan for the Property, whichever is first in time. The Owner shall construct said bus shelter and ADA-compliant pedestrian route once a local fixed bus service has commenced revenue operation or prior to the issuance of the first occupancy permit for a dwelling unit on the Property, whichever is last in time. If a local fixed bus route service has not commenced revenue operation on the portion of Riverside Parkway adjacent to the Property within two years of the issuance of the first occupancy permit for a dwelling unit on the Property, or if at the time of the first site plan or CPAP review for the Property Transit Services declines in writing to have a bus shelter constructed on the Property at that time, the Owner (i) shall be relieved of its obligation to construct the bus shelter, (ii) shall provide a cash contribution in the amount of \$25,000, adjusted pursuant to Proffer IX.A below, to the County to be used toward the

construction of a bus shelter at said location and which may include construction of said ADA-compliant pedestrian route at such time as the said local fixed route bus service has commenced revenue operation, and (iii) may thereafter request for its bond for construction of the bus shelter and concrete pad to be released. If the aforesaid local fixed route bus service has not commenced revenue operation within 10 years of this cash contribution being provided to the County, said cash contribution may be used for regional road or transportation improvements in the vicinity of the Property at the discretion of the County. As described in Proffer II above, the HOA shall be responsible for maintaining the bus shelter and associated public access easement areas; such HOA maintenance responsibilities to include, but not be limited to, maintenance and repair of the bus shelter, snow removal, regular removal of trash and debris, regular mowing, and graffiti removal.

- C. Additional Bus Shelter. If Transit Services agrees to establish a bus route that extends to the cul-de-sac on Bonnie Court or Garden Center Court, the Owner shall record a bus shelter easement measuring 12 feet by 20 feet, and construct a bus shelter within this Bus Shelter Easement, to be located on the Property and outside of VDOT right-of-way in the general vicinity of the cul-de-sac on Bonnie Court or Garden Center Court. The specific location of the bus shelter easement and bus shelter shall be agreed upon in collaboration with the Owner/HOA and Transit Services. The bus shelter easement shall be in a form approved by the County Attorney and conveyed to the County at no cost to the County. An ADA-compliant bus shelter and concrete pad located within the bus shelter easement, and an ADA-compliant pedestrian route from a sidewalk serving adjacent dwelling units on the Property to the bus shelter located within a 7-foot wide public access easement granted to the County at no public cost, shall be provided by the Owner/HOA. Within one year of receiving written notification from Transit Services stating that a bus route is approved to extend to the cul-de-sac on Bonnie Court or Garden Center Court, the Owner/HOA shall record the bus shelter and public access easements and install the ADA-compliant bus shelter, concrete pad, and ADA-compliant pedestrian route from a sidewalk serving dwelling units on the Property to the bus shelter. The recordation of the bus shelter and public access easement and the installation of the bus shelter, concrete pad, and ADA-compliant pedestrian route may extend beyond this one year if a written request is submitted by the Owner/HOA to the Zoning Administrator, and subsequently approved by the Zoning Administrator, citing delays due to weather constraints, the inability to obtain the necessary materials for construction, or another unforeseen event that delays this work. As described in Proffer II above, the HOA shall be responsible for maintaining the bus shelter and associated public access easement areas; such HOA maintenance responsibilities to include, but not be limited to, maintenance and repair of the bus shelter, snow removal, regular removal of trash and debris, regular mowing, and graffiti removal. If Transit Services does not agree to establish a bus route that extends to the cul-de-sac on Bonnie Court or Garden Center Court

within 10 years of the issuance of the first residential occupancy permit on the Property, the Owner/HOA shall be relieved of all obligations referenced in this Proffer III.C.

- D. Shared Micromobility Devices Facility Easement. The Owner shall provide a public access easement to the County for the possible future installation of a shared micromobility device facility on the Property and outside of the VDOT right-of-way in the general location identified as “PROP. SHARED MOBILITY DEVICES FACILITY ESM’T (9’x36’)” on Sheet 4 of the CDP (“Micromobility Easement”), or an alternate location outside of the VDOT right-of-way determined in consultation with DTCI. Such Micromobility Easement shall be in a form approved by the County Attorney, provided at no cost to the County, and recorded among the Land Records in conjunction with the approval and recordation of the first record plat, or prior to the approval of the first site plan for the Property, whichever is first in time. The Micromobility Easement shall be granted to the County for the purpose of accommodating a future entity that can construct and maintain a shared micromobility device facility, which micromobility devices may include, but are not limited to, bicycles, motorized skateboards and scooters (e-scooters), and electric-assist bikes (e-bikes). As described in Proffer II above, the HOA shall be responsible for maintaining the Micromobility Easement and any shared micromobility device facility constructed therein.
- E. Bonnie Court. The Owner shall adhere to a sequence of events listed in this proffer that will result in the development of the Property in two phases based on the progress of the cul-de-sac replacement, abandonment, and roadway reconstruction of Bonnie Court.
- a. Phase 1. The Owner has submitted CPAP-2023-0006 and a Dedication Plat, DEDI-2023-0019, for the construction of a ditch section cul-de-sac in the location identified on Sheet 4 of the CDP as, “ROW DEDICATION AREA” (collectively, the “Bonnie Court CPAP/DEDI”), and a petition requesting the abandonment (RDAB-2021-0006) of the section of Bonnie Court identified on Sheet 4 of the CDP as, “Existing ROW to be Abandoned” (“Proposed ROW Abandonment Area”) and conveyance of the Proposed ROW Abandonment Area to Owner if RDAB-2021-0006 is approved. A Boundary Line Adjustment, BLAD-2023-0017 (“Bonnie Court BLAD”), was submitted concurrently with the aforesaid Bonnie Court CPAP/DEDI and petition that shows the consolidation of the Proposed ROW Abandonment Area with the property identified as PIN 057-48-9129. All improvements identified in the Bonnie Court CPAP/DEDI shall be bonded for construction prior to the approval of the Bonnie Court CPAP/DEDI. The existing roadway within the Proposed ROW Abandonment Area may remain in place, and will be disconnected from the ditch section cul-de-sac within 60 days of the recordation

of the abandonment resolution for the Proposed ROW Abandonment Area, if RDAB-2021-0006 is approved by the County. Upon completion of the construction and acceptance by VDOT of the improvements identified in the Bonnie Court CPAP/DEDI, the Owner shall request that the County move forward with the abandonment and conveyance to the Owner of the Proposed ROW Abandonment Area in Virginia Code § 33.2-909 and 33.2-913, respectively. During this Phase 1, the Owner shall be permitted to file for, and receive approval of, site plans, subdivisions, zoning/building permits, occupancy permits, and any other land development applications or permits that will permit the development, construction, and occupancy of up to 200 dwelling units on the portion of the Property identified as "Phase 1" on Sheet 8 of the CDP. Additionally, during this Phase 1, site plans, subdivisions, and zoning/building permits can be filed, reviewed, and approved for the AHU building referenced in Proffer VI.A. of these Proffers and the child care center identified in the Development Scope of Proffer I.B. of these Proffers. Construction may commence on the AHU building and the child care center during Phase 1, but no occupancy permits for residential dwelling units within the AHU building or the child care center may be issued until such time as the entrance to the Property from Bonnie Court has been constructed and is open for traffic.

- b. Phase 2. If the County i) approves the Bonnie Court CPAP/DEDI, ii) approves the RDAB-2021-0006, and iii) approves the conveyance of the Proposed ROW Abandonment Area to the Owner and BLAD-2023-0017, the Owner shall be permitted to submit, and receive approval of, site plans, subdivisions, zoning/building permits, occupancy permits, and any other land development applications or permits that will permit the development, construction, and occupancy of the remainder of the dwelling units identified in the Development Scope under Proffer I.B. and shall design and construct to minimum VDOT local secondary road standards the section of Bonnie Court identified on Sheet 4 of the CDP as, "EX. BONNIE COURT (RTE. 823)," which does not include the area identified as, "EXISTING ROW TO BE ABANDONED". Such design shall include curb and gutter on both sides of Bonnie Court and conform to the design referenced as "TYP. SECTION FOR BONNIE COURT" on Sheet 4 of the CDP ("Bonnie Court Improvements") and an entrance to the Property from Bonnie Court. The Bonnie Court Improvements shall be shown on the first CPAP or site plan for a dwelling unit in excess of the 200 dwelling units permitted in Phase 1 under Proffer III.E.a., shall be bonded for construction prior to the approval of the record plat associated with such CPAP or such site plan, and shall be installed and open to traffic, but not necessarily accepted by VDOT, prior to the issuance of the first occupancy permit for a dwelling unit in excess of the 200 dwelling units permitted in Phase 1 under Proffer III.E.a., a

dwelling unit in the AHU building, or the child care center, whichever is first in time.

- F. Noise Impact Study. The Owner will provide a noise impact study to the County that will determine the need for any additional buffering or other noise attenuation measures along Route 7 and Riverside Parkway. The noise impact study shall be based upon traffic volumes for these roadways at a time no less than 10 years after the road corridor is anticipated to be completed to its ultimate condition and open to traffic based upon the most recent, applicable forecast available from DTCL, the ultimate road configuration as defined in the 2019 Countywide Transportation Plan ("CTP"), and the ultimate planned design speed, pavement type, proposed topography, and lane configurations. This noise impact study will be conducted by a professional acoustical consultant and submitted to the County concurrently with the submission of the first site plan or CPAP for a dwelling unit permitted in Phase I under Proffer III.E.a., the AHU building, or the child care center, on the Property. The noise impact study will be prepared using the latest version of the Federal Highway Administration's Traffic Noise Prediction Model or other industry-accepted highway noise model. Noise impacts shall be deemed to occur if predicted highway noise levels substantially exceed the existing noise levels (a 10 decibel increase over existing levels) or approach (one decibel less than), meet, or exceed the Noise Abatement Criteria identified in the CTP.
- a. Noise Attenuation Measures. The Owner shall submit with all applicable site plans or CPAPs an affidavit or certificate signed by a professional engineer stating whether noise attenuation measures are required by the noise impact study and, if so, identifying the applicable attenuation measures and certifying that said plans are designed in compliance with all attenuation measures identified by the noise impact study. In addition, each site plan and CPAP shall include a note stating whether there are noise attenuation measures identified by the noise impact study being implemented with the plan, and if so, such plans shall identify and label the specific noise attenuation measures as well as the corresponding dwelling units for which each measure is required and reference the noise impact study.
- b. Noise Levels. Noise attenuation measures shall result in noise levels less than impact levels (2 decibels less than the Noise Abatement Criteria) and shall result in a noise reduction of at least 5 decibels below predicted highway noise levels. Where noise attenuation measures are determined to be required, priority shall be given to passive measures (to include adequate setbacks, earthen berms, wooden fences, and vegetation). Structural noise attenuation measures (e.g., noise walls) shall be used only if adequate noise attenuation cannot otherwise be achieved. Notwithstanding the previous sentence,

structural noise attenuation measures may be incorporated into the construction of impacted structures to achieve interior noise standards.

- c. Noise Attenuation in Structures or on HOA Owned Property. All such noise attenuation measures (other than those incorporated into the construction of impacted structures to achieve interior noise standards) shall be located on HOA-owned property, and the Covenants shall clearly state that all required noise attenuation measures shall be maintained by the HOA and shall not be removed without written approval from the County. All noise attenuation measures identified by the study shall be shown on each applicable site plan or CPAP. Noise attenuation measures located on HOA-owned property shall be constructed or installed prior to the issuance of the first occupancy permit for any adjacent dwelling unit(s) on the Property. Noise attenuation measures incorporated into impacted structures shall be constructed or installed prior to the issuance of an occupancy permit within the impacted structure(s).
- G. Potomac Drive Paving Contribution. As defined in Proffer III.J. below, \$250,000 of the Regional Road Contribution shall be allocated toward paving a segment of Potomac Drive within the Potomac Farms Community in the general location identified on Sheet 16 of the plan set. If this contribution has not been used for paving a segment of Potomac Drive within 8 years of the approval of this rezoning application, the County may allocate such funding for other regional road improvements within the planning subarea of the County within which the Property is located.
- H. Highland Vista Drive Sidewalks. As defined in Proffer III.J. below, \$121,000 of the Regional Road Contribution shall be allocated toward the installation of sidewalks on both sides of Highland Vista Drive, between George Washington Boulevard and Broad Vista Terrace in the general location identified on Sheet 16 of the plan set. If this contribution has not been used for the installation of sidewalks along Highland Vista Drive between George Washington Boulevard and Broad Vista Terrace within 8 years of the approval of this rezoning application, the County may allocate such funding for other regional road improvements within the planning subarea of the County within which the Property is located.
- I. University Center Sidewalks. As defined in Proffer III.J. below, \$72,000 of the Regional Road Contribution shall be allocated toward the installation of sidewalks along the southern side of George Washington Boulevard, between Bridgefield Way and Bles Park Drive, and along the western side of Bles Park Drive, between George Washington Boulevard and Bridgefield Way in the general locations identified on Sheet 16 of the plan set. If this contribution has not been used for the installation of the aforementioned sidewalks within 8 years of the approval of this rezoning application, the County may allocate such funding for other regional road

improvements within the planning subarea of the County within which the Property is located.

- J. Regional Road Contribution. The Owner shall make a one-time regional road cash contribution in the amount of \$6,000.00 per each market rate dwelling unit constructed on the Property. The amount of the said regional road contribution payable for each market rate dwelling unit, adjusted pursuant to Proffer IX.A. below, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable to the County prior to the issuance of the occupancy permit for each such dwelling unit. The first \$250,000 of said contribution shall be allocated for the paving of a segment of Potomac Drive, as specified in Proffer III.G. above, then the next \$121,000 of said contribution shall be allocated for the installation of sidewalks along Highland Vista Drive between George Washington Boulevard and Broad Vista Terrace, as specified in Proffer III.H above, then the next \$72,000 of said contribution shall be allocated for the installation of sidewalks along the southern side of George Washington Boulevard, between Bridgefield Way and Bles Park Drive, and along the western side of Bles Park Drive, between George Washington Boulevard and Bridgefield Way, as specified in Proffer III.I. above. The remaining contribution may be used by the County, at the County's sole discretion, for regional road or transportation improvements within the planning subarea of the County within which the Property is located.
- K. Transit Contribution. The Owner shall make a one-time cash transit contribution in the amount of \$1,000.00 per each market rate dwelling unit constructed on the Property. The amount of the said transit contribution payable for each market rate dwelling unit, adjusted pursuant to Proffer IX.A. below, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for each such dwelling unit. Said contributions shall be payable to the County and deposited in a Transit/Rideshare Trust Fund or otherwise used by the County, at the County's sole discretion, to support transit services as described in the CTP.

IV. BUILDING DESIGN, RECREATION, AND PEDESTRIAN FACILITIES

- A. Building Design. The following building design features shall be incorporated into the facades of each building containing dwelling units on the Property:
- i. The front facades, and the facades identified as "HIGH VISIBILITY SIDE" on Sheet 4 of the CDP, of the MF STACKED buildings shall consist of masonry materials, such as, but not limited to, brick or stone, covering an average of at least 30 percent of the facade. The type and amount of masonry

materials shall be depicted on the site plan(s) for the MF STACKED buildings. The rear facades of the MF STACKED buildings shall include a minimum of two of the following features: window surrounds, decorative designs to differentiate the wall surface, awnings, windows, façade recesses, and parapets. The type and amount of such features shall be depicted on the site plan(s) for the MF STACKED buildings. The MF STACKED buildings that front onto Riverside Parkway shall not exceed 50 feet in building height.

- ii. The front, side, and rear facades of the MF ATTACHED buildings shall consist of masonry materials, such as, but not limited to, brick or stone, covering an average of at least 30 percent of the facade. The type and amount of masonry materials shall be depicted on the site plan(s) for the buildings.
- iii. Building elevations for each MF STACKED and MF ATTACHED building shall be included within the first site plan for such building, and submitted to the Zoning Administrator for review to determine substantial conformance with the building elevations shown on Sheets 11 and 12 of the CDP prior to the approval of said site plan. Minor adjustments to the building materials, colors, textures, and features identified on the building elevations included on Sheets 11 and 12 of the CDP shall be permitted as reasonably necessary to address new building design and façade treatments which were not contemplated during the rezoning process provided that any such minor adjustments shall be in accordance with Section 6-1209 of the Zoning Ordinance.

B. Parking. The buildings identified as “MF ATTACHED” on Sheet 4 of the CDP shall include parking beneath the dwelling units. In the event that the AHU Building does include AHUs, parking is not required to be located beneath the dwelling units. Such parking shall be shown on the first site plan for each MF ATTACHED building.

C. Dwelling Unit Sizes. Dwelling units provided pursuant to Proffer II.B. shall be limited to the following square footages, which will be set forth in a note on the applicable record plat or site plan for the dwelling units:

i. MF STACKED

- 1. Two over Two Lower: 1,800 maximum square feet
- 2. Two over Two Upper: 2,700 maximum square feet
- 3. Back to Back: 2,300 maximum square feet

ii. MF ATTACHED

- 1. Multifamily Condominiums: ranging from 500 minimum square feet to 1,800 maximum square feet

D. Universal Design For-Sale Units. In addition to any Virginia Uniform Statewide Building Code requirements, the following Universal Design Options shall be offered by Owner for any for-sale MF ATTACHED dwelling units at the time of initial purchase and installed, if requested by the purchaser and at the purchaser's sole cost, prior to the issuance of an occupancy permit for each for-sale MF ATTACHED residential dwelling unit:

- i. Blocking for reinforcement of fall grab bars;
- ii. Front entrance doors that are a minimum of 36 inches wide;
- iii. Electrical outlets that are a minimum of 18 inches high on the wall;
- iv. Light switches and thermostats that are located a maximum of 48 inches high on the wall;
- v. Lever door handles instead of door knobs on main entry door and interior doors;
- vi. Smart thermostats; and
- vii. Front loading washers and dryers.

The aforesaid Universal Design Options shall be included within the sales and marketing materials for prospective purchasers as options to be installed at the original purchaser's request and sole cost. The Owner shall provide documentation to the Zoning Administrator demonstrating that the aforesaid Universal Design Options were included in sales and marketing materials for prospective purchasers as options prior to the issuance of the occupancy permit for any for-sale MF ATTACHED residential dwelling unit.

E. Environmentally Friendly Building Features. The Owner shall provide the following environmentally friendly building features in dwelling units: (i) LED lighting; (ii) low flow fixtures; (iii) Energy Star appliances; (iv) low VOC paint; and (v) Low E energy efficient windows. The Owner shall submit documentation to the Zoning Administrator for review to determine compliance with Proffer IV.E. prior to the issuance of each occupancy permit for the Property.

F. Clubhouse. The Owner shall install a clubhouse in the location identified on Sheet 4 of the CDP as "CLUBHOUSE" ("Clubhouse"). This Clubhouse shall be a minimum of 2,500 gross square feet in size and shall include a meeting room that shall be a minimum of 500 square feet in size and an exercise room that shall be a minimum of 400 square feet in size. This clubhouse shall be shown on the first site plan for

dwelling units in excess of the 200 dwelling units permitted in Phase I under Proffer III.E.a., and bonded for construction prior to the approval of said site plan. The Clubhouse shall be constructed and open for use prior to the issuance of the 201st residential occupancy permit on the Property. The Clubhouse will be maintained by the HOA as referenced in Proffer II.B.

- G. Swimming Pool. The Owner shall install a swimming pool that measures a minimum of 25 meters in length with a minimum surface area of 1,900 square feet in the location identified as "POOL" on Sheet 4 of the CDP ("Swimming Pool"). The Swimming Pool shall be shown on the first site plan for dwelling units in excess of the 200 dwelling units permitted in Phase I under Proffer III.E.a., and bonded for construction prior to the approval of said site plan. The Swimming Pool shall be constructed and open for use prior to the issuance of the 201st residential occupancy permit on the Property. The Swimming Pool will be maintained by the HOA as referenced in Proffer II.B.
- H. Active Recreation Space. The Owner shall install amenities that support active recreation in the areas identified on Sheet 7 of the CDP as "POSSIBLE ACTIVE RECREATION". A minimum of 72,400 square feet of active recreation space shall be provided within such areas on the Property. This active recreation space may include, but is not limited to, outdoor gathering spaces, pocket parks, tot lots, playgrounds, butterfly gardens, gazebos, open lawns, playing fields, play mounds, and multigenerational play areas. These active recreation amenities shall be shown on the applicable CPAP or site plan, whichever is first in time, for the portion of the Property in which the active recreation amenities are located and bonded for construction prior to the approval of such CPAP or site plan. These active recreation amenities shall be installed concurrently with adjacent development, and shall be open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to such active recreation amenities. The active recreation space will be maintained by the HOA as referenced in Proffer II.B.
- I. Bike Racks. The Owner shall install 5 bike racks, which shall each accommodate a minimum of 4 bikes, in the locations identified on Sheet 7 of the CDP as "BIKE RACK". These bike racks shall be shown on the applicable CPAP or site plan, whichever is first in time, for the portion of the Property in which the bike rack is located and bonded for construction prior to the approval of such CPAP or site plan. These bike racks shall be installed concurrently with adjacent development, and shall be open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to the bike rack.
- J. Garden Center Court Sidewalk. The Owner shall construct a 5-foot wide sidewalk in the location identified on Sheet 4 of the CDP as "GARDEN CENTER COURT 5' SIDEWALK" to be located completely within a 7-foot wide public access easement

granted to the County at no public cost or completely within dedicated public right-of-way, provided that transitions between the two may be necessary at road crossings and other areas. This sidewalk shall be shown on and bonded for construction prior to the approval of the applicable CPAP, record plat, or site plan, whichever is first in time, for the portion of the Property in which the sidewalk is located. If the sidewalk is located outside of the dedicated public road right-of-way, it will be designed and constructed in accordance with applicable FSM standards and will be maintained by the HOA as referenced in Proffer II.B.. If the sidewalk is located within a dedicated public road right-of-way, it will be designed and constructed in accordance with applicable VDOT criteria and regulations so that it will be maintained by VDOT. This sidewalk shall be constructed and open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to the sidewalk.

- K. Sidewalks. The Owner shall construct 5-foot wide sidewalks on the Property, including along Bonnie Court, in the locations identified on Sheet 4 of the CDP as "5' PROPOSED SIDEWALK" to be located completely within a 7-foot wide public access easement granted to the County at no public cost or completely within dedicated public right-of-way, provided that transitions between the two may be necessary at road crossings and other areas. These sidewalks shall be shown on and bonded for construction prior to the approval of the applicable CPAP, record plat, or site plan, whichever is first in time, for the portion of the Property in which the sidewalk is located. If the sidewalk is located outside of the dedicated public road right-of-way, it will be designed and constructed in accordance with applicable FSM standards and will be maintained by the HOA as referenced in Proffer II.B.. If the sidewalk is located within a dedicated public road right-of-way, it will be designed and constructed in accordance with applicable VDOT criteria and regulations so that it will be maintained by VDOT. These sidewalks shall be constructed and open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to the sidewalk.
- L. Trail. The Owner shall construct a 10-foot wide trail in the location identified on Sheet 4 of the CDP as "10' PROPOSED TRAIL" to be located completely within a 12-foot wide public access easement granted to the County at no public cost or completely within dedicated public right-of-way, provided that transitions between the two may be necessary at road crossings and other areas. This trail shall be shown on and bonded for construction prior to the approval of the applicable CPAP, record plat, or site plan, whichever is first in time, for the portion of the Property in which the trail is located. If the trail is located outside of the dedicated public road right-of-way, it will be designed and constructed in accordance with applicable FSM standards and will be maintained by the HOA as referenced in Proffer II.B. If the trail is located within a dedicated public road right-of-way, it will be designed and constructed in accordance with applicable VDOT criteria and regulations so that it will be maintained by VDOT.

This trail shall be constructed and open for use no later than the issuance of the first occupancy permit for a dwelling unit in a building located adjacent to the trail.

- M. Riverside Parkway Lighting. The Owner shall install bollard lights along the Property's Riverside Parkway frontage generally in the locations identified on Sheet 4 of the CDP as "BOLLARD LIGHT". These bollard lights shall be shown on and bonded for construction prior to the approval of the first site plan for dwelling units on the Property, and shall be installed and operational no later than the issuance of the first occupancy permit for a dwelling unit located within a MF STACKED building that fronts onto Riverside Parkway or the Clubhouse, whichever is first in time. The bollard lights will be maintained by the HOA as referenced in Proffer II.B.
- N. Electric Vehicle Charging Stations. The Owner shall install electric vehicle charging stations ("EV Stations") on the Property to serve 4 parking spaces in the parking areas adjacent to each of the 3 MF ATTACHED buildings and 2 spaces in the parking area serving the Clubhouse and Swimming Pool for a total of 14 parking spaces with EV Stations on the Property. The EV Stations shall be identified on and bonded for construction prior to the approval of the applicable site plan(s) for the MF ATTACHED buildings and the Clubhouse and Swimming Pool. The EV Stations shall be installed in the parking areas adjacent to the MF ATTACHED buildings prior to the issuance of the first certificate of occupancy for each MF ATTACHED building and in the parking area for the Clubhouse and Swimming Pool prior to the issuance of the occupancy permit for the Clubhouse. The EV Stations will be maintained by the HOA as referenced in Proffer II.B.
- O. Riverside Parkway Crosswalk Study and Proposed Crosswalks. The Owner shall submit a written request to DTCI to prepare a crosswalk warrant study for the Riverside Parkway crosswalks identified as "Proposed Crosswalk" in the two locations on Sheet 4 of the CDP ("Crosswalks") and pay to the County the applicable fee for preparing the crosswalk warrant study prior to or concurrently with the submission of the first site plan for a dwelling unit on the Property. If the warrant study determines that one or both of the Crosswalks are warranted, and such warranted Crosswalk(s) are approved by VDOT, the Owner shall design and install such warranted Crosswalk(s), including other crosswalk related treatments pursuant to the VDOT-approved warrant study, in accordance with VDOT standards prior to the issuance of the first residential occupancy permit on the Property. Any Crosswalk warranted and approved by VDOT, including any other crosswalk related treatments as required by VDOT, shall be shown on and bonded for construction prior to the approval of the first site plan for a dwelling unit on the Property.
- P. Cash-In-Lieu of Proposed Crosswalks. If a Crosswalk identified in Proffer IV.O. is warranted, and VDOT does not provide approval of such Crosswalk prior to the approval of the first site plan for a dwelling unit on the Property, the Owner shall

provide a cash contribution of \$71,000.00 for each such Crosswalk not approved by VDOT, adjusted pursuant to Proffer IX.A. below, to the County prior to the approval of the 201st zoning permit on the Property for the purpose of installing the Crosswalk(s). Any remaining funds from the cash contribution not used for the installation of the Crosswalk(s) shall be used at the sole discretion of the County for regional road or transit improvements in the vicinity of the Property.

- Q. Steuart W. Weller Elementary School Playground Contribution. As defined in Proffer V.A. below, \$125,000 of the Capital Facilities Contribution shall be allocated to Loudoun County Public Schools (LCPS) toward LCPS Capital Improvement Program (School CIP) projects, to include without limitation playground improvements on the property identified on Sheet 16 of the plan set (Steuart W. Weller Elementary School). The contribution shall be made directly to LCPS prior to the approval of the first zoning permit for the Property. In the event there is not an applicable School CIP project for the improvements described in Proffer IV.Q. above, or in the event that any of the contribution is not needed, in whole or in part, for any identified School CIP project, the such funds shall be applied to other School CIP projects in the Ashburn Planning Subarea of the County, at the discretion of the Loudoun County School Board.

V. CAPITAL FACILITIES CONTRIBUTION

- A. Capital Facilities Contribution. The Owner shall make a one-time capital facilities cash contribution (Capital Facilities Contribution) to the County in the amount of \$25,016.56 for each market rate MF STACKED dwelling unit on the Property and \$15,664.11 for each market rate MF ATTACHED dwelling unit on the Property. To account for the base level of density permitted in the A-3 zoning district, a total of six (6) MF STACKED market rate dwelling units shall not have to make this Capital Facilities Contribution. With the exception of the first \$125,000 of said Capital Facilities Contribution, the amount of the said Capital Facilities Contribution payable for each dwelling unit, adjusted pursuant to Proffer IX.A. below, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for such dwelling unit. The first \$125,000 of said Capital Facilities Contribution shall be calculated and payable directly to LCPS prior to the approval of the first zoning permits for the Property and shall be subject to Proffer IV.Q. above. The remainder of the Capital Facilities Contribution may be used at the County's discretion for any capital facility improvement located within the planning subarea of the County within which the Property is located.

VI. AFFORDABLE UNITS

- A. Affordable Housing Units. In accordance with Section 7-109 of the Zoning Ordinance and Proffer I.B., the Owner shall construct 72 age restricted AHUs, as defined by Article 8 of the Zoning Ordinance, within the AHU Building identified on Sheet 4 of the CDP. The residents of the AHUs shall be permitted to use the Clubhouse, Swimming Pool, and active recreation space in accordance with Proffer II.B. In addition to any Virginia Uniform Statewide Building Code requirements, all dwelling units within the AHU building will be certified as Universal Design pursuant to Virginia Housing rules.
- i. Affordable Housing Units Financing. If AHU financing is not approved for the AHUs, the Owner shall no longer be obligated to provide AHUs on the Property and the 72 AHUs shall convert to market rate MF ATTACHED dwelling units.
 - ii. Affordable Units in Lieu of AHUs. If AHU financing is not approved for the AHUs, as referenced in Proffer VI.A.i., in lieu of providing the 72 AHUs referenced in Proffer VI.A., the Owner shall provide 10 percent of the total dwelling units on the Property as ADUs, in accordance with the requirements of Article 7 of the Zoning Ordinance.
 - iii. Affordable Dwelling Units. If ADUs are provided on the Property pursuant to Proffer VI.A.ii, no exemption pursuant to Section 7-102 (D) (1) of the Zoning Ordinance shall be made for any MF ATTACHED dwelling units that are located within a minimum four-story multifamily building with an elevator that serves two (2) or more dwelling units. At least one such ADU will be provided as the upper-level dwelling unit of a MF STACKED building.
 - iv. Additional Affordable Dwelling Units. Notwithstanding and in addition to and separate from the commitments to provide AHUs and ADUs referenced in Proffers VI.A.i. And VI.A.ii., a minimum of six ADUs shall be provided on the Property. Five of these ADUs shall be MF ATTACHED and provided within the MF ATTACHED buildings and one such ADU shall be MF STACKED and provided as the upper-level dwelling unit of a MF STACKED building.

VII. ENVIRONMENTAL

- A. Native Species. The Owner shall use 80 percent Virginia native species, with an emphasis on Northern Virginia natives, for the plant material used for required

landscaping throughout the Property and shall indicate the types and quantities of each species used on each applicable CPAP and site plan. The Owner reserves the right, in consultation with and subject to the approval of the County Urban Forester, to modify as part of site plan approval, the percentage of native species to be used on the Property, or if some plant materials are not available, or not available in the quantities required for the project, or have been deemed by the County Urban Forester to no longer be appropriate.

- B. Pollinator Meadow. The Owner shall install a pollinator meadow in the location identified as "PROP. POLLINATOR MEADOW" on Sheet 4 of the CDP. The pollinator meadow shall be a minimum of 500 square feet in size and shall include sources of food and shelter for pollinator animals such as bees and butterflies. The plants included in the pollinator meadow shall be a minimum of 100 percent Virginia native species, with an emphasis on Northern Virginia natives. The pollinator meadow shall be shown on the first site plan for the MF STACKED building located adjacent to the pollinator meadow and installed no later than the issuance of the first occupancy permit for a dwelling unit in said building. The pollinator meadow shall be maintained by the HOA as referenced in Proffer II.B.
- C. Tree Planting. Trees planted on the Property shall be located at least three feet from hardscapes such as curbs, sidewalks, and pavement. Within the Riverside Parkway buffer area, at least 50 percent of the large deciduous trees planted within the buffer shall be a minimum caliper of 3 inches. Large deciduous trees that are planted on the Property shall be located in tree pits that are twice the size of a normal tree pit on the Property. These tree pits shall be greater in size than the Landscape Contractor Guidelines for Virginia, Maryland, and the District of Columbia. All such trees and other landscaping shall be shown on the first site plan or CPAP for the Property, whichever is first in time, bonded for installation prior to approval of the first record plat or site plan for the Property, whichever is first in time, and installed prior to the issuance of the occupancy permits for the adjacent dwelling units. All such trees and other landscaping shall be maintained by the HOA in good condition and health, and any dead or diseased materials shall be replaced by the HOA with reasonable promptness, taking into account seasonal weather limitations.
- D. Low-Impact Development. The Owner shall provide a minimum of 3 types of Low-Impact Development ("LID") Best Management Practices ("BMPs") to treat stormwater from the Property. Such LID/BMPs may include, but shall not be limited to, water quality swales, bioretention facilities/rain gardens, sheet flow to vegetated buffers, permeable pavement for parking spaces, or any alternative LID practice/non-structural BMP(s) proposed by the Owner that is deemed to be acceptable to the Director of the Department of Building and Development ("B&D"). Said LID/BMPs, together with the other County-approved stormwater management BMPs on the Property, shall achieve a minimum of eighty percent

(80%) of the total required phosphorous nutrient reductions before the Owner is permitted to pursue the use of offsite compliance options. The location of the LID/BMPs shall be shown on and bonded for construction prior to the approval of the first CPAP or site plan for market rate dwelling units on the Property, whichever is first in time, and installed concurrently with the adjacent on-site infrastructure shown on such CPAP or site plan.

- E. Existing Wells and Drainfields. Unless otherwise proposed for irrigation purposes as approved by the Loudoun County Health Department, any existing wells and drainfields located on the Property shall be abandoned prior to approval of the first zoning permit for the Property in accordance with Loudoun County Health Department standards and requirements then in effect.

VIII. FIRE & RESCUE CONTRIBUTION

A. Fire and Rescue Contribution.

- a. Levels of Contribution for Residential and Non-Residential Uses. The Owner shall make a one-time contribution of \$152.64 for each market rate dwelling unit on the Property payable to the County for distribution by the County to the volunteer fire and rescue companies providing service to the Property. The amount of said contribution, payable for each market rate dwelling unit, adjusted pursuant to Proffer IX.A. below, shall be calculated at the time of the approval of the zoning permit for each said dwelling unit and shall be payable prior to the issuance of the occupancy permit for such dwelling unit. Prior to the approval of each zoning permit for any non-residential structure on the Property, the Owner shall pay to the County a one-time contribution of \$0.26 per gross square foot of non-residential floor area.
- b. Equal Distribution. The contributions described in this Proffer shall be for distribution to the Fire and Rescue companies providing service to the Property. The contributions shall be divided equally between the servicing Fire and Rescue companies providing fire and rescue services to the Property, respectively.
- c. Support for Volunteer Fire and Rescue System. Notwithstanding the preceding, if at the time of the application for any said residential or non-residential zoning permit, the primary servicing fire and rescue companies do not utilize, to any significant extent, either volunteer staff or apparatus owned by a volunteer organization, then the Owner may elect to make no contribution. The intent of this proffer is to support volunteer fire and rescue staffing and operations so long as any significant element of the

primary provider of fire and rescue services to the Property is volunteer owned or operated. If only one of these services has ceased to utilize volunteer staff and apparatus as set forth above in this Proffer, then the contribution may be halved and shall be provided to the remaining company.

IX. MISCELLANEOUS

- A. Escalation Clause. All monetary contributions set forth in these Proffers shall be subject to an annual adjustment in accordance with the Consumer Price Index, for all urban consumers (CPI-U), 1982-1984=100 (not seasonally adjusted) as published by the United States Department of Labor, Bureau of Labor Statistics, for the Washington-Arlington-Alexandria, DC-VA-MD-WV Consolidated Metropolitan Statistical Area with a base year of 2024. The first such adjustment shall occur January 1, 2025 and shall be applied each January 1 thereafter.
- B. Water & Sewer. The Property shall be served by public central water supply and public central sanitary sewer systems. The Owner shall construct and install all water and sewer extensions to the Property and shall provide all connections necessary for development of the Property at no cost to the County or to the Loudoun County Sanitation Authority ("Loudoun Water"). Such water and sanitary sewer extensions and connections shall be constructed and installed in accordance with Loudoun Water standards. The Owner shall acquire any offsite easements, if needed, to extend public water and/or sanitary sewer lines to the Property and shall dedicate such easements to Loudoun Water at no cost to the County or to Loudoun Water.
- C. Condominium Property Division. All references in these Proffers to a record plat shall be deemed to include any application for approval of a subdivision or subdivision plat, and condominium or condominium plat or any other document or mechanism that legally divides the Property into separately transferable units of ownership. Any obligation imposed herein that must be performed prior to, in conjunction with, concurrently with, or after first or other record plat approval shall be deemed to be required to be performed prior to or after, as applicable, the recordation of any such application for approval of a subdivision or subdivision plat, condominium declaration or plat or other similar document that would have the legal effect of dividing the Property into separately transferable units of ownership.
- D. Site Plan References. As used herein, the term site plan shall include an application for approval of a site plan or site plan amendment in accordance with applicable County ordinances.

- E. Occupancy Permit Triggers. When any plan submission, study submission, bonding, dedication, conveyance, construction, commencement or completion of construction, opening of a facility or infrastructure to traffic or use, payment of cash, or any other act or activity required in these Proffers is required to be performed, submitted, recorded, paid, commenced and/or completed prior to the issuance of an occupancy permit, the said occupancy permit shall not be issued until the Owner has provided written documentation from the Department of B&D or Zoning Administrator that the said requirement has been satisfied, or documentation from the Zoning Administrator that the said requirement is no longer a prerequisite for issuance of such occupancy permit.

- F. Notice of Available Units. Prior to the issuance of the first residential occupancy permit on the Property, the Owner shall provide marketing information related to available and anticipated dwelling units on the Property to institutions such as George Washington University and Inova Health Care Services, or its successor in interest, that are proximate to the Property. Such marketing information shall include, at a minimum, the type(s) of dwelling units existing or anticipated on the Property, and contact information for the Owner or other developer marketing the dwelling units. The Owner shall provide documentation confirming conformance with this proffer to the Zoning Administrator prior to the issuance of the first residential occupancy permit on the Property.

The undersigned hereby warrant that all owners with any legal interest in the Property have signed this Proffer Statement, that no signature from any additional party is necessary for these Proffers to be binding and enforceable in accordance with their terms, that they have full authority to bind the Property to these conditions, and that the Proffers are entered into voluntarily.

[SIGNATURE PAGES FOLLOW]

TITLE OWNER OF Loudoun County Tax
Map Numbers ##/63/D/1////6A,
/63/D/1////4/, /63/D/1///RA1/, and
/63/D/1///RA2/ (PINs: 057-48-9129, 057-49-
4102, and 057-39-2064, and 057-39-3060)

Blue Mount Nursery, Inc.

By: Frank Maruca

Name: FRANK MARUCA

Its: President

STATE OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

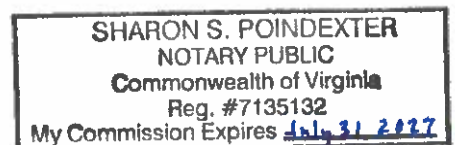
Subscribed and sworn to before me by Frank Maruca this 9th day of
November, 2023.

Sharon S. Poindexter

Notary Public

My Commission Expires: July 31, 2027

[SIGNATURES CONTINUE]



TITLE OWNER OF the County-Owned Area

APPROVED AS TO FORM:


COUNTY ATTORNEY

Board of Supervisors of Loudoun County,
Virginia

By: 

Name: Tim Hemstreet

Its: County Administrator

STATE OF VIRGINIA

COUNTY OF LOUDOUN, to-wit:

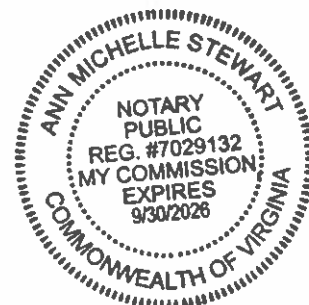
Subscribed and sworn to before me by Tim Hemstreet this 16 day of
November, 2023.



Notary Public

My Commission Expires: 9-30-26

[SIGNATURES END]



Tab L:

PHA / Section 8 Notification Letter

PHA or Section 8 Notification Letter

Date: _____

To: _____

Re: Proposed Affordable Housing Development

Name of Development: _____

Name of Owner: _____

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on _____ (date).

The following is a brief description of the proposed development:

Development Address: _____

Proposed improvements:

New Construction: # Units _____ # Buildings _____

Adaptive Reuse # Units _____ # Buildings _____

Rehabilitation: # Units _____ # Buildings _____

Proposed Rents:

Efficiencies: \$ _____ / month

1 Bedroom Units: \$ \$870-\$1,740 / month

2 Bedroom Units: \$ \$1,044-\$2,089 / month

3 Bedroom Units: \$ _____ / month

4 Bedroom Units: \$ _____ / month

Other Descriptive Information:

PHA or Section 8 Notification Letter

We Appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at _____.

Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours.

Name _____

Title _____

For: Dogwood Farm Station 9% Owner LLC

For: Dogwood Farm Station 9% Manager LLC

To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and acknowledged by: George Giovan

Printed Name: _____

Title: _____

Phone: _____

Date: _____

Tab M:

Intentionally Blank

This deal does not require
information behind this tab.

Tab N:

Homeownership Plan

This deal does not require
information behind this tab.

Tab O:

Plan of Development Certification Letter

This deal does not require
information behind this tab.

Tab P:

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

This deal does not require
information behind this tab.

Tab Q:

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

This deal does not require
information behind this tab.

Tab R:

Documentation of Utility Allowance calculation



Utility Allowance Study for

Dogwood Farm Station
Loudoun County, VA
Date: January 4, 2025



Client
Wellington Development
1010 Wisconsin Ave NW, Suite 725
Washington, DC 20007
Attn: Ben Miller Co-Founder/Partner

Prepared By
Walter Mendoza, Managing Partner
Hedgerow Partners, LLC.
11010 Brent Road
Potomac, MD 20854



Table of Contents

I.	Methodology and Certification	3
II.	Utility Allowance Analysis	4-5
III.	Simulation Data.....	6-8
IV.	Appendix with Utility Rate Information.....	9-12

I. Methodology and Certification

The following are the utility allowances for the proposed new Dogwood Farm Station apartments to be located in Loudoun County, VA. The apartments will be all electric with high efficiency split system heat pumps for the heating and cooling and electric domestic water heating. The calculations follow IRS regulations 26 CFR § 1.42-10 - Utility allowances and are based on Option (E) the “Energy Consumption Model” which takes into account specific factors including, but not limited to, unit size, building orientation, design and materials, mechanical systems, appliances, characteristics of the building location, and available historical data. This data was input and run using Carrier Hourly Analysis Program or “HAP” 4.9 software. The calculations and supporting simulations were done for a typical one bedroom one bath and a two bedroom two bath. The consumption data was based on accurate data for similar one and two bedroom apartments and on ASHRAE engineering consumption data tables. Also, data was gathered from the Energy Information Administration’s website at www.eia.doe.gov with respect to U.S. Household Electricity Consumption as well as RESNET’s Guidelines for Multifamily Buildings. Then this data was cross checked by running the computer model. Residents will also pay for water and sewer and those costs are reflected in Part II in the breakdown of total utility costs. All simulations were run with the applicable weather data and current utility rates for the respective city. Attached you will find the breakdown by apartment followed by simulation data that was used to support the Energy Consumption Model.

Prepared By: Walter Mendoza, LEED AP, Energy Consultant, RESNET Accredited

Apartment Type	Monthly Allowance
1 Bedroom	\$92.00
2 Bedroom	\$129.00

Disclaimer: This analysis is not intended to predict the exact energy consumption for the apartment(s), but rather it is intended to be an estimate based on the data provided to us by the owner, as well as accepted usages in line with eia.gov residential energy surveys and estimates for household appliances. This simulation uses historic data for weather and cannot predict changes in weather patterns or other factors such as end user habits, miscellaneous electrical loads, controls or other factors which could alter the estimates.

II. Utility Allowance Analysis

Apartment Type	1 Bedroom	Square Footage	Typical
Component			(\$)
Air System Fans			33.00
Cooling			
Degree Days	SEER	TONS	
983	15	1.5	
			47.00
Heating			
Degree Days	HSPF	HEAT LOSS (MBH)	
4990	8.5	0.9	
Heating			22.00
HVAC Sub-Total			102.00
	KWH/YEAR	UTILITY RATE	Total Cost
		\$0.15	
Lights	256		37.20
Electric Equipment			
Washer/Dryer	679		98.68
Disposal	26		3.78
Dishwasher	98		14.24
Microwave	122		17.73
Refri/Freezer	388		56.39
TV (1)	101		14.68
Range	115		16.71
Oven	134		19.47
Water Heater	2361		343.12
			584.80
Non-HVAC Sub-Total			622.00
	gal/year		Total Cost
Water	23725		227.88
Sewer	23725		146.15
Grand Total		Year	\$1,098.03
		Month	\$91.50

Apartment Type	2 Bedroom	Square Footage	Typical
Component			(\$)
Air System Fans			59.00
Cooling			
Degree Days	SEER	TONS	
983	16	2	
			73.00
Heating			
Degree Days	HSPF	HEAT LOSS (MBH)	
4990	9	3	
Heating			51.00
HVAC Sub-Total			183.00
	KWH/YEAR	UTILITY RATE	Total Cost
		\$0.15	
Lights	377		54.80
Electric Equipment			
Washer/Dryer	688		100.01
Disposal	32		4.65
Dishwasher	102		14.83
Microwave	107		15.55
Refri/Freezer	434		63.09
TV (2)	202		29.36
Range	200		29.07
Oven	209		30.38
Water Heater	3228		469.24
			756.20
Non-HVAC Sub-Total			811.00
	gal/year		Total Cost
Water	34675		333.06
Sewer	34675		213.60
Grand Total		Year	\$1,540.66
		Month	\$128.39

Annual Cost SummaryDogwood Farm Station Apartments 2025
Hedgerow Partners, LLC01/04/2025
10:53AM**Table 1. Annual Costs**

Component	1 BR (\$)	2 BR (\$)
Air System Fans	33	59
Cooling	47	73
Heating	22	51
Pumps	0	0
Heat Rejection Fans	0	0
HVAC Sub-Total	101	183
Lights	36	54
Electric Equipment	0	0
Misc. Electric	586	757
Misc. Fuel Use	0	0
Non-HVAC Sub-Total	622	811
Grand Total	724	994

Table 2. Annual Cost per Unit Floor Area

Component	1 BR (\$/ft ²)	2 BR (\$/ft ²)
Air System Fans	0.050	0.064
Cooling	0.070	0.078
Heating	0.033	0.055
Pumps	0.000	0.000
Heat Rejection Fans	0.000	0.000
HVAC Sub-Total	0.153	0.197
Lights	0.055	0.059
Electric Equipment	0.000	0.000
Misc. Electric	0.882	0.816
Misc. Fuel Use	0.000	0.000
Non-HVAC Sub-Total	0.937	0.874
Grand Total	1.090	1.071
Gross Floor Area (ft ²)	664.0	928.0
Conditioned Floor Area (ft ²)	664.0	928.0

Note: Values in this table are calculated using the Gross Floor Area.

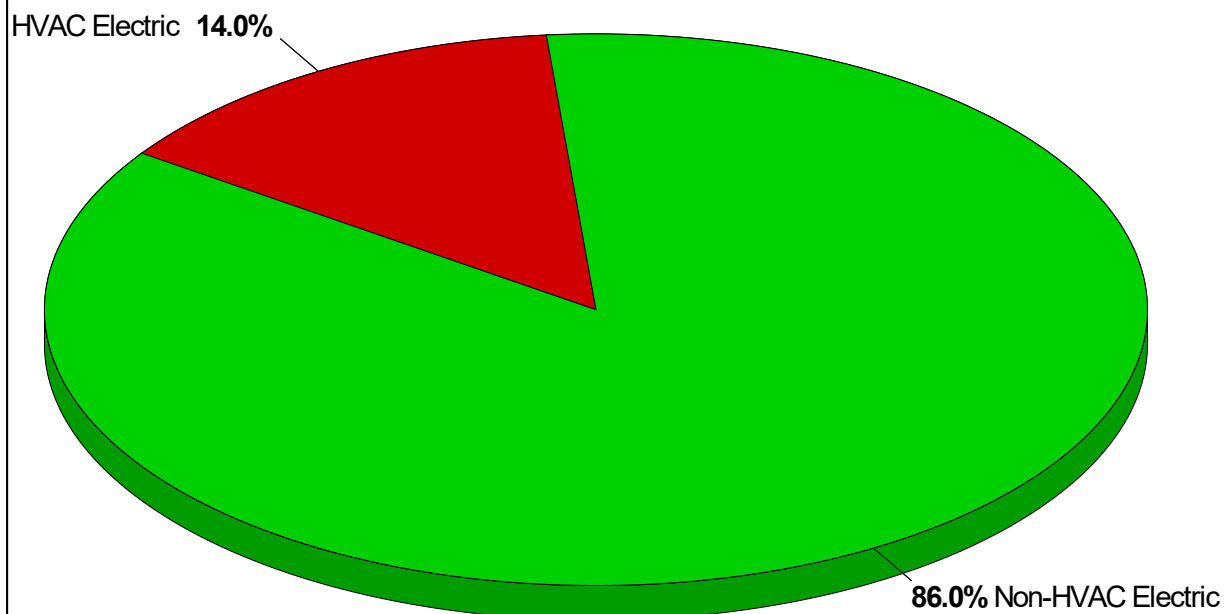
Table 3. Component Cost as a Percentage of Total Cost

Component	1 BR (%)	2 BR (%)
Air System Fans	4.6	6.0
Cooling	6.4	7.3
Heating	3.0	5.1
Pumps	0.0	0.0
Heat Rejection Fans	0.0	0.0
HVAC Sub-Total	14.0	18.4
Lights	5.0	5.5
Electric Equipment	0.0	0.0
Misc. Electric	80.9	76.2
Misc. Fuel Use	0.0	0.0
Non-HVAC Sub-Total	86.0	81.6
Grand Total	100.0	100.0

Annual Energy Costs - 1 BR

Dogwood Farm Station Apartments 2025
Hedgerow Partners, LLC

01/04/2025
10:53AM



1. Annual Costs

Component	Annual Cost (\$/yr)	(\$/ft²)	Percent of Total (%)
HVAC Components			
Electric	101	0.153	14.0
Natural Gas	0	0.000	0.0
Fuel Oil	0	0.000	0.0
Propane	0	0.000	0.0
Remote Hot Water	0	0.000	0.0
Remote Steam	0	0.000	0.0
Remote Chilled Water	0	0.000	0.0
HVAC Sub-Total	101	0.153	14.0
Non-HVAC Components			
Electric	622	0.937	86.0
Natural Gas	0	0.000	0.0
Fuel Oil	0	0.000	0.0
Propane	0	0.000	0.0
Remote Hot Water	0	0.000	0.0
Remote Steam	0	0.000	0.0
Non-HVAC Sub-Total	622	0.937	86.0
Grand Total	724	1.090	100.0

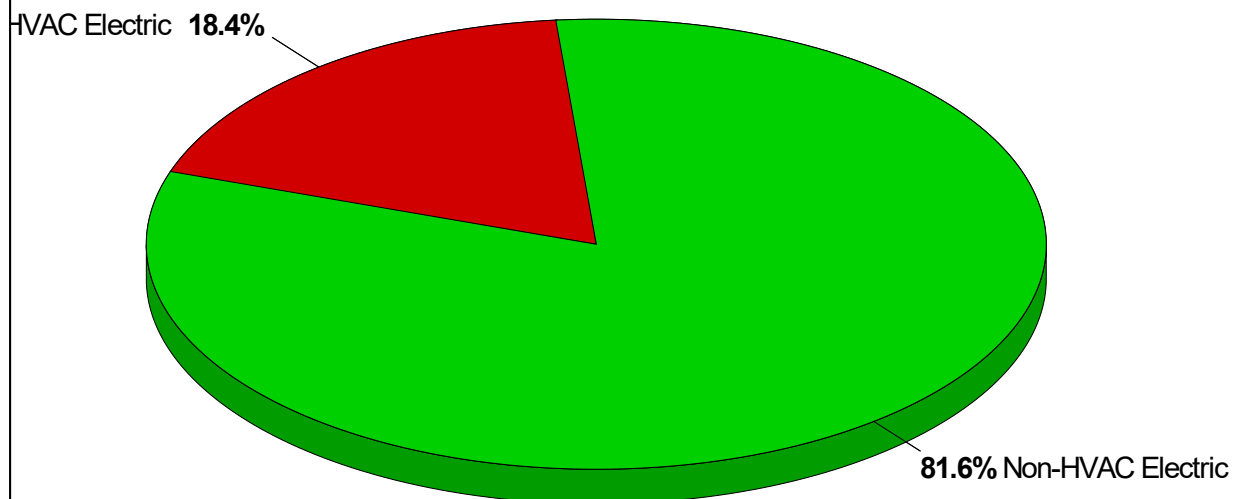
Note: Cost per unit floor area is based on the gross building floor area.

Gross Floor Area 664.0 ft²
Conditioned Floor Area 664.0 ft²

Annual Energy Costs - 2 BR

Dogwood Farm Station Apartments 2025
Hedgerow Partners, LLC

01/04/2025
10:53AM



1. Annual Costs

Component	Annual Cost (\$/yr)	(\$/ft²)	Percent of Total (%)
HVAC Components			
Electric	183	0.197	18.4
Natural Gas	0	0.000	0.0
Fuel Oil	0	0.000	0.0
Propane	0	0.000	0.0
Remote Hot Water	0	0.000	0.0
Remote Steam	0	0.000	0.0
Remote Chilled Water	0	0.000	0.0
HVAC Sub-Total	183	0.197	18.4
Non-HVAC Components			
Electric	811	0.874	81.6
Natural Gas	0	0.000	0.0
Fuel Oil	0	0.000	0.0
Propane	0	0.000	0.0
Remote Hot Water	0	0.000	0.0
Remote Steam	0	0.000	0.0
Non-HVAC Sub-Total	811	0.874	81.6
Grand Total	994	1.071	100.0

Note: Cost per unit floor area is based on the gross building floor area.

Gross Floor Area **928.0** ft²
 Conditioned Floor Area **928.0** ft²

Virginia Electric and Power Company

Schedule 1

RESIDENTIAL SERVICE

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable only to Customers (1) who elect to receive separately metered and billed Electricity Supply Service and Electric Delivery Service from the Company or (2) who are eligible for and elect to purchase Electricity Supply Service from a Competitive Service Provider in accordance with Va. Code § 56-577 A for use in and about (a) a single-family residence, flat or apartment, (b) a combination farm and one occupied single-family residence, flat or apartment, (c) a private residence used as a boarding and/or rooming house with no more than one cooking installation nor more than ten bedrooms, or (d) separately metered service to detached accessory buildings appurtenant to residential dwellings unless such buildings use electricity for commercial or industrial purposes.

A combination residence and farm, having more than one single-family residence, flat or apartment served electricity through a single meter, that was being billed under this schedule prior to April 1, 1971, may continue to be supplied electricity under this schedule provided each such dwelling unit is occupied by the owner or by a tenant working on the farm. Such multiple-residence farms connected on and after April 1, 1971, shall not be served under this schedule.

This schedule is not applicable for (a) individual motors rated over 15 HP, and (b) commercial use as in hotels, public inns, motels, auto courts, tourist courts, tourist camps, or trailer camps.

II. MONTHLY RATE

A. Distribution Service Charges

1. Basic Customer Charge
Basic Customer Charge \$7.58 per billing month.
2. Plus Distribution kWh Charge
 - a. Billing Months of June – September

First 800 kWh	@	2.6656¢ per kWh
Over 800 kWh	@	1.9708¢ per kWh
 - b. Billing Months of October – May

First 800 kWh	@	2.6656¢ per kWh
Over 800 kWh	@	1.9708¢ per kWh

(Continued)

Schedule 1

RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

3. Plus each Distribution kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges.
4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Distribution Standby Charge of \$3.42 per kW of demand, minus the charge under II.A.2., above, but not less than zero.

B. Electricity Supply (ES) Service Charges

Paragraph II.B. is not applicable to Customers receiving Electricity Supply Service from a Competitive Service Provider, except for non-bypassable charges in the Exhibit of Applicable Riders, as discussed in Paragraph V., below:

1. Generation kWh Charge
 - a. Billing Months of June – September

First 800 ES kWh	@	2.8063¢ per kWh
Over 800 ES kWh	@	4.2708¢ per kWh
 - b. Billing Months of October – May

First 800 ES kWh	@	2.7031¢ per kWh
Over 800 ES kWh	@	2.3430¢ per kWh
2. Plus Transmission kWh Charge
 - a. All kWh @ 0.970¢ per kWh
 - b. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, the Customer shall be billed a Transmission Standby Charge of \$1.32 per kW of demand, minus the charge under II.B.2.a., above, but not less than zero.
3. Plus each Electricity Supply kilowatt-hour used is subject to all applicable riders in the Exhibit of Applicable Riders, including non-bypassable charges, as discussed in Paragraph V., below.

(Continued)

Schedule 1

RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

4. Plus, where the Customer receives service in accordance with Section XXV – NET METERING of the Company’s TERMS AND CONDITIONS and where the alternating current capacity of the Renewable Fuel Generator exceeds 15 kW, each measured kW of Demand is subject to all applicable riders, included in the Exhibit of Applicable Riders.

C. The minimum charge shall be the Basic Customer Charge in II.A.1., above.

III. DETERMINATION OF DEMAND

Where demand is measured by the Company, such demand will be determined as the highest average kW measured during any 30-minute interval of the current billing month, rounded to the nearest tenth.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatt-hours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in the initial block of the Distribution kWh Charge and the Generation kWh Charge shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the rate specified in II.A.4. shall be multiplied by two before the kW of demand is applied to such modified rate; the rate specified in II.B.2.b. shall be multiplied by two before the kW of demand is applied to such modified rate; and the minimum charge shall be the modified Basic Customer Charge.

V. NON-BYPASSABLE CHARGES

Any Commission approved non-bypassable charges in the Exhibit of Applicable Riders shall apply to all Customers, irrespective of generation supplier pursuant to Virginia Law, unless the Customer meets the statutory requirements for exemption from such charges.

VI. TERM OF CONTRACT

Open order.

Rates, Fees, Charges And Penalties

Water Usage Rates	Rates per 1,000 gallons
<u>Residential</u>	
Tier 1 (0-25,000 gallons)	\$3.15
Tier 2 (25,001 - 50,000 gallons)	\$8.73
Tier 3 (Over 50,000 gallons)	\$11.70
<u>Multifamily & Commercial</u>	
Tier 1	\$4.13
Tier 2	\$7.09
All Other Uses (Non-potable/Irrigation) *	\$8.73
Wastewater Usage Rates	Rates per 1,000 gallons
	\$6.16

Tab S:

Supportive House Mandatory
Certification and Documentation

This deal does not require
information behind this tab.

Tab T:

Funding Documentation



Loudoun County, Virginia

www.loudoun.gov

Office of the County Administrator

1 Harrison Street, S.E., 5th Floor, P.O. Box 7000, Leesburg, VA 20177-7000

Telephone (703) 777-0200 • Fax (703) 777-0325

At a business meeting of the Board of Supervisors of Loudoun County, Virginia, held in the County Government Center, Board of Supervisors' Meeting Room, 1 Harrison St., S.E., Leesburg, Virginia, on Tuesday, February 4, 2025, at 4:00 p.m.

IN RE: Finance/Government Operations and Economic Development Committee Report:
Affordable Multi-family Housing Loan Program Application for Dogwood Farm Station
Apartments (Algonkian)

Chair Randall moved the recommendation of the Finance/Government Operations and Economic Development Committee that the Board of Supervisors approve a loan for Dogwood Farm Station Apartments in an amount not to exceed \$5,000,000 from the Housing Trust, with the loan terms and conditions described in Attachment 1 to the February 4, 2025, Board of Supervisors Business Meeting Action Item.

Seconded by Vice Chair Turner.

Voting on the Motion: Supervisors Briskman, Glass, Letourneau, Randall, TeKrony, Turner, and Umstattd – Yes; None – No; Supervisors Kershner and Saines – Absent.

COPY TESTE:

DEPUTY CLERK TO THE LOUDOUN COUNTY
BOARD OF SUPERVISORS

**RESOLUTION OF THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY
VIRGINIA APPROVING A LOAN FOR DOGWOOD FARM STATION APARTMENTS**

WHEREAS, on August 12, 1997, the Board of Supervisors (the “Board”) established the County of Loudoun Housing Trust (the “Trust”), granting authority to the Board, as Trustee, to spend monies in the Trust to further the provision of Affordable Dwelling Units (“ADUs”) as set forth in Chapter 1450 of the Codified Ordinances of Loudoun County (“Chapter 1450”) and further authorizing the Board to amend the Trust as it deems necessary, provided such amendment is consistent with the purpose of the Trust to further the provision of affordable housing in Loudoun County; and

WHEREAS, on October 12, 2016, the Board amended Article 7 of the Loudoun County Zoning Ordinance (current Chapter 9) to allow a developer to satisfy ADU requirements by providing Affordable Housing Units in lieu of ADUs; pursuant to Article 8 of the Zoning Ordinance, an “Affordable Housing Unit” (“AHU”) is defined as a unit for rent or for sale developed pursuant to certain specified Virginia Housing (“VH”) or United States Department of Housing and Urban Development (“HUD”) programs; and

WHEREAS, on July 20, 2017, the Board amended the Trust to authorize the Board, as Trustee, to grant loans from the Trust to help finance AHUs in a particular development in excess of the minimum number of units necessary to satisfy ADU Program requirements pursuant to Article 7 (current Chapter 9) of the Zoning Ordinance; and

WHEREAS, Dogwood Farm Station 9% Owner LLC, a Virginia limited liability company represented by Wellington Development Partners, LLC (“WDP”), a for-profit developer, and Fellowship Square Foundation (“Fellowship”), a non-profit developer, has requested the Board to approve a loan for an amount not to exceed \$5,000,000 (the “Loan”). The Loan will be subordinated financing and will be included as part of a VH application for Low Income Housing Tax Credits (“LIHTC”) under the 9% competitive VH LIHTC to be submitted in March 2025. The Loan will be used to construct and develop a multifamily rental development located proximate to Route 7 and Route 28, in the Algonkian Election District, developed and operated as a 72-unit, affordable senior (55+) community (the “Project”); and

WHEREAS, the Board has determined that the proposed Loan would further the stated goal of the Trust to advance the provision of affordable housing in Loudoun County.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA:

1. The Board approves a Loan amount not to exceed \$5,000,000 from the Trust, provided that any changes outlined herein will be subject to the underwriting and approval of the County in its reasonable discretion. The Loan will be subject to the following conditions, as applicable:

- A. Dogwood Farm Station 9% Owner LLC is awarded the 9% competitive VH LIHTC, taxable bonds, VH REACH, and VH REACH Plus, or other VH funding programs (including the 4% non-competitive VH LIHTC if the 9% competitive VH LIHTC is not awarded) in 2025; and

- B. Dogwood Farm Station 9% Owner LLC obtains funding for the Project in the approximate amount of \$28,655.400, which is the total source amount needed for the Project from other sources different from the County as indicated in the Dogwood Farm Station 9% Owner LLC Schedule of Sources and Uses of Funds provided to the County, and is the amount of funding the Board took into consideration when calculating the amount of the Loan and the gap financing of the Project to be covered by the Loan; and Dogwood Farm Station 9% Owner LLC shall continue searching in the market for any new financing opportunities or additional sources to reduce the Loan and inform the County on a semi-annual basis of the organizations/entities/programs contacted and responses received. Any additional source of funding obtained by Dogwood Farm Station 9% Owner LLC, including but not limited to the Virginia DHCD Affordable Special Needs Housing (ASNH) Program, Federal Home Loan Bank of Atlanta, and/or other sources, shall be accounted by Dogwood Farm Station 9% Owner LLC to reduce the Loan if the awarding of the additional sources of funding results in excess funds to the Project above what is required to complete the development, as follows: (i) if the Loan has been already disbursed, additional sources will be applied to pay the outstanding principal amount of the Loan and/or accrued but unpaid interest; and (ii) if the Loan has not been disbursed, as additional financing to reduce the amount of the Loan needed to maintain financial feasibility up to an amount where the Project maintains same debt service coverage ratio and keeps in compliance with VH regulations; and
- C. At the beginning and at the end of construction of the Project, Wellington Development Partners, LLC, Fellowship Square Foundation, and Dogwood Farm Station 9% Owner LLC shall submit to the County evidence of the bid and of the actual cost of development and construction of the Project and of any cost savings. Any net savings to the Project calculated after the final cost certification and taking into account any adjustments to the investor capital contributions shall be accounted by Dogwood Farm Station 9% Owner LLC, as applicable, as follows: 75% to pay outstanding principal and accrued or unpaid interest of the Loan, and 25% paid to Dogwood Farm Station 9% Owner LLC to fund reserves, paydown other principal debt, reduce the Project Developer's Deferred Developer Fee, or any other reductions or costs deemed prudent by Dogwood Farm Station 9% Owner LLC and the County; and
- D. Dogwood Farm Station 9% Owner LLC can only use the Loan to pay for eligible development costs outlined by the County Loan Agreement within the Project ("Approved Use of the Loan"), and shall not use the Loan to pay for operating expenses, social services, project reserves, hard or soft cost contingencies, developer fees, pre-development costs, builder's profit or overhead, architect administration, syndication related costs, construction management fees, development/financing consultant fees or fees for other non- development related services, or financing fees; and
- E. Within 15 days of receipt of final third-party debt and equity commitments, Dogwood Farm Station 9% Owner LLC shall submit to the County the budget, pro-forma and schedule of sources and uses for the Project; and
- F. The amount of the Loan will be disbursed by an escrow account agent pursuant to an escrow account agent agreement approved by VH, if required, the County, the escrow agent and Dogwood Farm Station 9% Owner LLC, as applicable, only for the Approved Use of the Loan, and in accordance with final schedule of sources and uses approved by VH, the County and Dogwood Farm Station 9% Owner LLC; and

- G. Dogwood Farm Station 9% Owner LLC shall grant and record in the Loudoun County land records at least 75-year affordability restrictive covenants; and
- H. Dogwood Farm Station 9% Owner LLC shall grant an assignable right of first refusal to the Board to purchase the Project subject to Fellowship Square Foundation's priority right of first refusal, in accordance with the right of first refusal agreement with the County, in the event that the Project, or a portion of it, is transferred, sold or refinanced; and
- I. Recordation of shared use or development agreement, and/or granting of easement, as applicable, to allow tenants of the Project to use, at no additional cost to such tenant, the larger, master-development common, social and recreational common facilities, including but not limited to a clubhouse and swimming pool, butterfly garden, playground, multi-generational play area, multiple pocket parts, and trails and sidewalks (the "Active Recreation Space") at the Project; and
- J. Dogwood Farm Station 9% Owner LLC shall provide common area Wi-Fi and in-unit infrastructure for Wi-Fi to the residents of the Project, at no additional cost to the tenants; and Dogwood Farm Station 9% Owner LLC shall provide on-site resident services to residents of the Project, at no additional cost to the tenants, provided the availability of funds from either Project operations or Tenant Services Reserve(s); and
- K. Dogwood Farm Station 9% Owner LLC shall include this Resolution when requesting proposals from lenders and/or investors, including equity investors. No terms negotiated between Dogwood Farm Station 9% Owner LLC and other parties shall violate this Resolution; and
- L. The following terms apply to the Loan:
 - i. Interest Rate: Fixed rate of interest of 2.0 percent per year; and
 - ii. Repayment of the Loan: The Loan should be fully repaid in Year 40 of the Loan by using certified cash flow of the Project as follows: 50 percent of certified cash flow split until Year 15 of the Loan or a time when the deferred developer fee is paid, whichever comes first, at which time 75 percent of certified cash flow shall be used to repay the Loan. If the Loan is not fully repaid by Year 40 of the Loan, the accrued but unpaid amount of the Loan, including interest, shall be paid by Dogwood Farm Station 9% Owner LLC in a balloon payment equivalent to the remaining Loan principal and interest on January 1 of Year 40 of the Loan; and
 - iii. Annual cash flow (aka residual receipts) to be certified by an approved accountant and calculated as cash flow from operations available after payment of primary debt. Interest to be paid first with each annual payment then any remaining cash will be applied to reduce the principal. Any annual interest due, but not fully paid, will carry over to the following year, but will not compound; and
 - iv. Cash flow (aka residual receipts) means for each fiscal year, the total gross revenues for such fiscal year plus any amounts released from Project's reserve or escrow account as no longer being necessary to be held as part of such reserve or escrow account, minus the sum of the fiscal year (a) total senior lender debt service payments, (b) total approved operating expenses, (c) payments by

Dogwood Farm Station 9% Owner LLC, as applicable, into the required VH capital replacement reserve, and (d) VH monitoring fee payment, if any. Within the compliance period as set forth by VH, the Borrower may use an amount to be released from the Project's reserve or escrow account to pay the deferred developer fee; and

- v. Loan secured by a promissory note granted by Dogwood Farm Station 9% Owner LLC, and secured by deeds of trust on the land acquired for the Project plus improvements owned by Dogwood Farm Station 9% Owner LLC, as applicable; the note and respective deed of trust to be subordinated to the primary lender or the permanent loan; at all times with a secured priority for the Loan no lower than second position with respect to any lender; and
- vi. The Loan shall be used to finance only the Project, as described in the Loan application, whose main terms are as follows: (i) one new construction, five-story mid-rise with 72 senior (55+) housing units, with a secured entrance, residential lobby, community room, two central elevators, clubroom, fitness room and a leasing office; (ii) 100 percent of units and common areas of the building to comply with Universal Design standards; (iii) building to meet at least one Green Certification, as required by financing sources, including but not limited to: Energy Star, National Green Building Standard, or Zero-Energy Ready Homes Standards; (iv) mix of about 88 percent (64 units) one-bedroom, and about 12 percent (8 units) two-bedroom units; (v) 72 units to serve senior (55+) households with incomes no greater than 60 percent of the AMI with approximately 8 units to serve household at or below 30% AMI, approximately 28 units to serve household at or below 50% AMI and approximately 36 units to serve household at or below 60% AMI; (vi) thirteen (13) units will be handicap accessible for UFAS mobility impairment, and two (2) units will be handicap accessible for UFAS vision & hearing impairment. All units will comply with VH Universal Design; and
- vii. The Loan and the Loan Documents are subject to and should be consistent with the terms and conditions of the VH LIHTC, VH Reach, and VH Reach Plus programs, and the conditions of the Trust, as amended; subject to VH requirements, the Loan and its repayment shall be consistent with the terms outlined in this Resolution and the February 4, 2025, Board Regular Business Action Item. The Loan documents must be approved by both VH and the Loudoun County Attorney; and
- viii. The characteristics of the Project offered in the application submitted to VH shall not be inferior from the characteristics identified in sub-paragraph (vi) above; and
- ix. A copy of the funding application submitted to VH for the Project shall be provided to the County within 15 days of such submission; and

2. The Project is located in a defined Revitalization Area in the County of Loudoun pursuant to resolution adopted by this Board on December 5, 2017 in accordance with section 36-55.30:2.A of the Code of Virginia of 1950, as amended, as a Revitalization Area where (i) the industrial, commercial or other economic development of such area will benefit Loudoun County but the Revitalization Area lacks the affordable 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 the Revitalization Area and thereby create a desirable economic mix of residents in such area. The Revitalization Area is shown on Exhibit A of such Resolution.

3. The Board agrees to set aside from the Trust an amount not to exceed \$5,000,000 to be lent to Dogwood Farm Station 9% Owner LLC, subject to compliance with all and each of the terms and conditions of this Resolution. The County Loan should close not later than February 28, 2028, after which date the amount approved in this Resolution will no longer be available unless approved by the Board. The County Administrator or his designee is authorized to execute the final Loan documents, consistent with this Resolution, in final form approved by the County Attorney or his designee.

Board of Supervisors of Loudoun County, Virginia

Attest:

By: Phyllis J. Randall
Phyllis J. Randall, Chair

DocuSigned by:
Tim Hemstreet
FE1FA8990D564E1
Tim Hemstreet, Clerk to the Board

This Resolution was approved by the Board of Supervisors this 4th day of February 2025.

DOGWOOD FARM STATION APARTMENTS

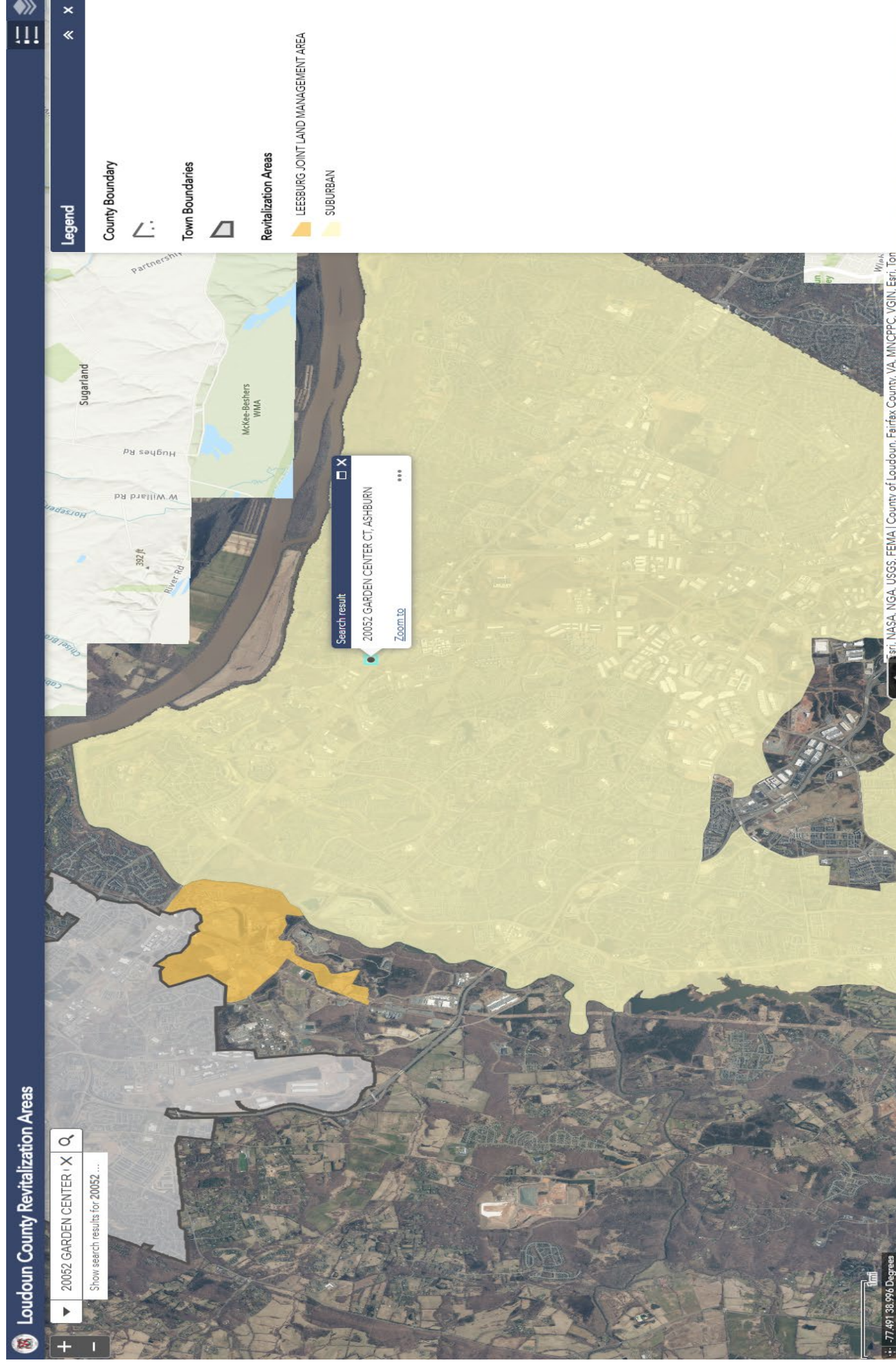


Exhibit A



March 10, 2025

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

Re: Financing Commitment
Dogwood Farm Station (the "Project")
Dogwood Farm Station 9% Owner LLC, a Virginia limited liability company
("Borrower")

Ladies and Gentlemen:

Fellowship Square Foundation, Incorporated ("Lender") has approved and hereby issues its commitment (the "Commitment") to make a permanent loan in the principal amount of up to Two Million Dollars \$2,000,000 (the "Loan") to Dogwood Farm Station 9% Owner LLC, a Virginia limited liability company (the "Borrower") to provide financing for Dogwood Farm Station, that is consistent with the application and approvals for such Loan (the "Project"). This Commitment is conditioned on the Borrower obtaining a reservation of low-income housing tax credits from Virginia Housing ("VH") for the Project that is consistent with the application submitted to VHDA for its 2025 funding round.

The Loan will bear interest at a rate of five percent (5%) (subject to adjustment based on underwriting) for a term of thirty-five (35) years, or longer to be coterminous with the senior debt. The payment of principal and interest shall be made from available cash flow.

The Borrower will comply with all requirements, restrictions, and provisions in its application and, if awarded, any approvals for financing from VH and the Housing Authority. The Loan will be made in accordance with the procedures of the Lender and will be documented with the Lender's form of loan documents. The Lender is providing this letter to VH solely for the purpose of the application for a reservation of low-income housing tax credits for the Project.

We are looking forward to working with you.

Sincerely,

Fellowship Square Foundation, Incorporated

By:

Name: Kristin Norris
Title: Board President

11260 Roger Bacon Drive, Suite 20 • Reston, VA 20190 • (703) 860-2536
info@fellowshipsquare.org • www.fellowshipsquare.org



February 27, 2025

Ben Miller
Dogwood Farm Station 9% Owner LLC
47818 Scotsborough Square
Potomac Falls, VA 20165

Subject: Fee Waiver Letter for Dogwood Farm Station Apartments

Dear Mr. Miller,

The Department of Building and Development (the "Department") has received your Affordable Housing Land Development and Development Permit Fee Waiver Request ("Fee Waiver Request" or "Request") to waive Land Development and Development Permit Fees for a proposed Affordable Housing Development called Dogwood Farm Station Apartments (the "Proposed Project") to be located within Pin #05748912900 (the "Property"), in an amount up to \$100,000.

In accordance with Virginia Code §15.2-958.4, Loudoun County enacted Chapter 1480 of the County's Codified Ordinances (the "Ordinance") and established the Affordable Housing Land Development Application and Development Permit Fee Waiver Program (the "Program"). The purpose of the Program is to enable non-profit organizations and private sector entities pursuing Affordable Housing developments to apply for the waiver of certain fees associated with the construction, renovation, or rehabilitation of affordable housing, up to certain dollar amounts approved by the Board of Supervisors each Fiscal Year. The Board approved \$100,000/ project up to a maximum of \$400,000 for Fiscal Year 2025.

Chapter 1480 of the County Ordinance defines "Affordable Housing" as the construction, preservation, and/or rehabilitation or renovation of a residential affordable unit development in the County, including the incorporated towns, serving exclusively households with low income or moderate income, for a period of no less than thirty (30) years, where low- or moderate-income ranges from 50% or lower through 70% or lower of the Area Media Income.

The Proposed Project qualifies as Affordable Housing for purposes of the Program. Once the parcel where the Project is currently located becomes subject to a condominium declaration, most likely as part of a subdivision, the Project will be eligible to be processed under the Program.

Loudoun County appreciates your dedication to providing affordable housing for our community, and believe that the Proposed Project will make a significant positive impact.

Regards,

Elisabeth Smith

Elisabeth Smith

Director

Loudoun County Department of Building and Development

Attachments:

Chapter 1480 of Loudoun County Codified Ordinances

Tab U:

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



Virginia Housing Free Renter Education Acknowledgement for Residents of Dogwood Farm Station Apartments 9%

I, _____, acknowledge that I have received information regarding the Virginia Housing free renter education to tenants. I understand that it is my responsibility to review the materials available at the link provided here: <https://www.virginiahousing.com/renters/education>. From this website, I can review the following educational topics:

- Rental Search
- Renter Education Online Course
- Renter Education Guide eBook
- Fair Housing Resources
- Renter Rights and Responsibilities
- Renter Programs
- Housing Counselors

By signing below, I acknowledge that I have read this form and understand how to access the Virginia Housing Free Renter Education materials.

Resident Name: _____

Resident Signature: _____

Unit Number: _____

Date: _____

Tab V:

Nonprofit or LHA Purchase Option or Right of First
Refusal

This deal does not require
information behind this tab.

Tab W:

Internet Safety Plan and Resident Information Form

Dogwood Farm Station Apartments 9%

Wi-Fi Plan

Overview

1.) Security & Maintenance

- a) Contract with an IT provider to install and maintain a firewall at the router level to prevent intrusion attempts.
- b) Use the same IT provider to maintain the deployed technology.

2.) Education

- a) Provide computer basics and internet safety training classes on a regular basis for residents to attend. Information including disclaimers and internet security guidance in the Acceptable Use Policy (Page 2), Internet Security Plan (Page 4) and the Acknowledgment (Page 5) will be provided to residents upon move-in.
- b) Sample lessons below (Page 5)

Dogwood Farm Station Apartments 9%

Network

Acceptable Use Policy

RESIDENTS OF DOGWOOD FARM STATION APARTMENTS 9% MUST AGREE TO AND FOLLOW THE ACCEPTABLE USE POLICY WHEN USING THE DOGWOOD FARM STATION APARTMENTS 9% NETWORK.

1. Every Dogwood Farm Station Apartments 9% resident must adhere to all federal and state laws when using Dogwood Farm Station Apartments 9%'s network, services and/or internet access.
2. Spam may not be distributed using mail servers connected to the Dogwood Farm Station Apartments 9% network. Any computer on the Dogwood Farm Station Apartments 9% network that is infected with spam generating software and that distributes spam, with or without the Owner's knowledge or consent, may be disconnected from or denied access to the Dogwood Farm Station Apartments 9% network at the discretion of Dogwood Farm Station Apartments 9%.
3. Viruses, malware, or other malicious code may not be distributed using computers connected to the Dogwood Farm Station Apartments 9% network. Any computer on the Dogwood Farm Station Apartments 9% network that is infected with malicious code and distributes malicious software, even without the Owner's knowledge or consent, may be disconnected from the network at the discretion of Dogwood Farm Station Apartments 9%.
4. Illegal file sharing is not allowed, and computers engaged in such activity may not be connected to the Dogwood Farm Station Apartments 9% network. Any computer on the Dogwood Farm Station Apartments 9% network that is infected with illegal file sharing software and distributes copyrighted materials, even without the Owner's knowledge or consent, may be disconnected from the Dogwood Farm Station Apartments 9% network at the discretion of Dogwood Farm Station Apartments 9%.
5. The service is designed for personal, general internet use including streaming, web surfing, e-mail access, and all other possible legal online activities. Residents are not allowed to host public servers of any kind or use static IPv4 IP addresses. Dogwood Farm

Station Apartments 9% may disconnect Residents who use the service for activities deemed to atypical for residential use.

6. You agree to allow personnel of Dogwood Farm Station Apartments 9% and its partners reasonable access to your unit for proper maintenance of equipment.
7. The Access Points being distributed are property of Dogwood Farm Station Apartments 9% and may not be removed from the premises. Should your residency Dogwood Farm Station Apartments 9% end, you may NOT take the Access Point with you, doing so may result in a charge or forfeiture of your security deposit.
8. Like any commercially provided internet connection, this service is subject to usage monitoring. Anonymity is not guaranteed on the internet. Dogwood Farm Station Apartments 9% staff will NOT have access to browsing data; however, Dogwood Farm Station Apartments 9% WILL be alerted by the data center should they detect a unit misusing the service as outlined in Sections 1, 2, 3, 4, or 5. Gross misuse may result in the entire building being cut off by the data center, disrupting your fellow neighbors as well.
9. Using the internet has inherent risks, be aware of the sites you navigate to, make sure they are using https (which you can verify by looking at the status bar) and do not give out personal information unless you have verified the legitimacy of a website.
10. Dogwood Farm Station Apartments 9%'s Acceptable Use Policy may change without notice. Changes will be communicated to all residents via flyers before taking effect.

Acknowledgement of Equipment Received

Unit Number: _____

Resident Name(s): _____

Email Address: _____

By signing below, you acknowledge the following:

1. You are currently a resident and living at Dogwood Farm Station Apartments 9% and you have thoroughly reviewed the following information and understand the general rules of operation prior to use:
 - a. Dogwood Farm Station Apartments 9% Acceptable Use Policy
 - b. Acknowledgement of Equipment Received
 - c. Internet Security Plan
2. You are receiving one (1) Access Point for your household, and it is currently installed in your unit.
3. The Access Point is the property of Dogwood Farm Station Apartments 9%. Should your residency Dogwood Farm Station Apartments 9% end, you may NOT take the Access Point with you, doing so may result in a charge or forfeiture of your security deposit.
4. Should an issue arise with your connectivity you will follow the Troubleshooting Guide (included in packet). If connectivity issues persist, please alert the leasing office giving them your name and unit number or email DogwoodFarmIT@gmail.com with the subject "Connectivity issues, [your unit number here]" Include your name and unit number again in the message body.
5. If the Access Point is damaged, broken, stolen, etc. either by accident or negligence you may be charged for replacing the unit.
6. If the Access Point or power cable fails on its own, you will not be charged for replacing the unit.
7. The Access Point should not be moved to another unit without authorization from Dogwood Farm Station Apartments 9% or management staff.

Signature

Date

DOGWOOD FARM STATION APARTMENTS 9%

NETWORK/INTERNET SECURITY PLAN

The internet service at Dogwood Farm Station Apartments 9% will have a rotating password that is only accessible to residents. The network router will be located in a secure area to which tenants will not have access. The router will have a secure firewall to prevent data breaches.

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



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

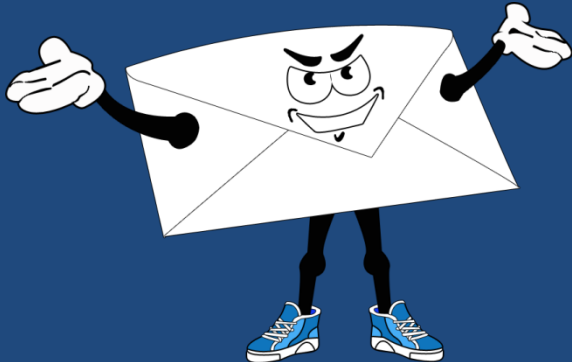
Spam



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/>



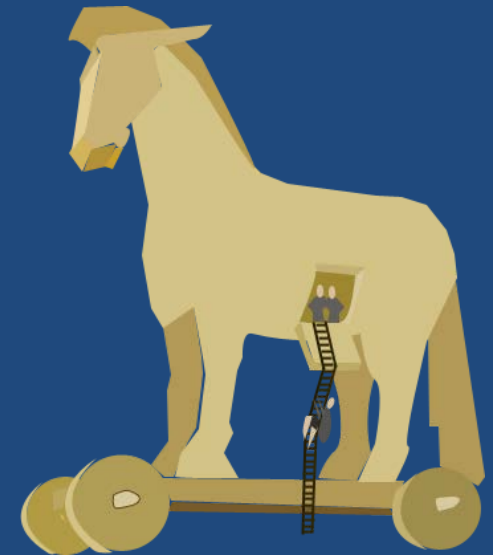
Trojan Horse

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.

Lesson 1 Part 1

Introduction to Computing

Introduction

- ▶ Who We Are
- ▶ What You Will Learn
- ▶ Class time 6PM until 730PM
- ▶ Class Etiquette
 - Breaks, cell phones, questions
- ▶ You get out of it what you put into it

A Computer is:

- ▶ A **machine** that manipulates/processes data (inputs) according to a set of instructions and produces/displays an output
- ▶ Combination of hardware and software


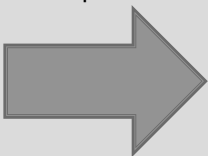








Hardware and Software

- **Hardware** – Physical parts of the computer. Anything that you can touch.
- **Software** – Instruction sets that run on **hardware** that create files, perform calculations, and display webpages (kind of like a cookbook)

3

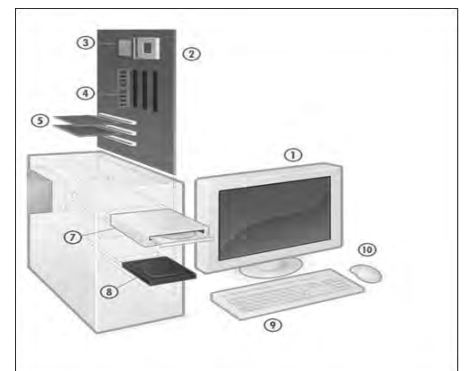
How A Computer Works

Input Devices	Processor	Output Devices
Keyboard 	Takes the data from input devices and uses software to process it and direct it to Output Device 	Monitor 
Mouse 		Printer 
Camera & scanner 		Projector 
Audio and video 		

5

Hardware

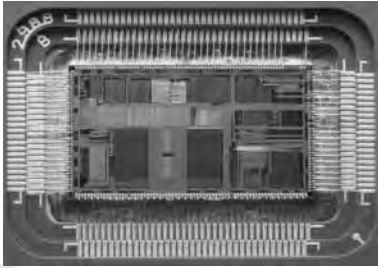
The Hardware Parts	
Output Device	1. Monitor (Screen)
Processing	2. Mother Board 3. Central Processing Unit (CPU)
Storage	4. Memory Cards – RAM 5. Circuit Board 7. CD Rom Drive 8. Hard Drive
Input Devices	9. Keyboard 10. Mouse



4

Central Processing Unit (CPU)

- ▶ The CPU is an electronic circuit that can execute software in MIPS (millions of instructions per second!)
- ▶ The CPU is the “brain” of the computer



Mouse

- ▶ Desktop Mouse



- ▶ Touchpad – laptop mouse










7

Mouse Functions

- ▶ Click = Press Left Button (**Select**)
- ▶ Double Click = Press Left Button Twice Quickly (**Open**)
- ▶ Right Click = Press Right Button (**Options**)

Cursor Shapes

- While you are waiting for your document to open the cursor might change shape, from  to 
- While the cursor looks like  just be patient while the computer is busy
- Drag your mouse around the document and notice how the cursor changes shape, from  to 
- When you see  click
- Adjust the size of text boxes windows, panes and cells using arrows 

Keyboard

- ▶ Input Device with alpha, numeric, punctuation, symbols, and navigation keys



Home Row: asdf jkl;

10

Software

- ▶ **Operating System** – The software that works with the hardware to control the computer's operations. Most computers have Microsoft Windows (such as Windows 7, Windows Vista)
- ▶ **Programs** – The software that users interact with to perform their work. Common applications include Microsoft Word, Excel, PowerPoint, Internet Explorer, and FireFox. Google Chrome

Turning On the Computer



Practice: Ctrl + Alt + Del → Enter



Logging Onto Laptop with Student ID & Password



Opening a Program

- Use the Start button to access “All Programs”



- Then select the program that you want to open



Exercise – Typing Practice

1. Open the program “Microsoft Office Word”
Start > All Programs > Microsoft Office > Microsoft Office Word
2. Key in the following Home keys 10 times:
asdf jkl; [Enter]
3. Key in the following 10 times:
Your name. Press SHIFT key for upper case letters.

Exercise – More Typing Practice

1. Key in the following 5 times:
Today’s date: **November 7, 2016**
2. Key in the following 5 times:
. , ; : / ? ‘ “
3. Key in the following 5 times:
Your favorite movie or music.

Turning Off or Shut Down Computer



Lesson 1 Part 2

Introduction to Computing

Agenda

- ▶ Computer Desktop
- ▶ Files and Folders
- ▶ Windows
- ▶ Memory
- ▶ Keyboarding

Desktop

- ▶ What do you keep on a regular desktop?
 - Pens, paper, stapler, paper clips
- ▶ What is a Computer Desktop?
 - Place to store frequently accessed programs, files, photos, etc.



3

Opening a Program

- Use the Start button to access “All Programs”

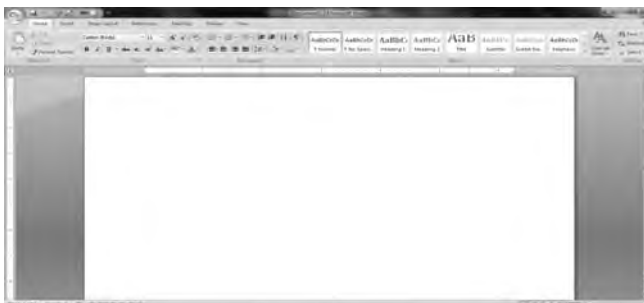


- Then select the program that you want to open



Windows and MS Word

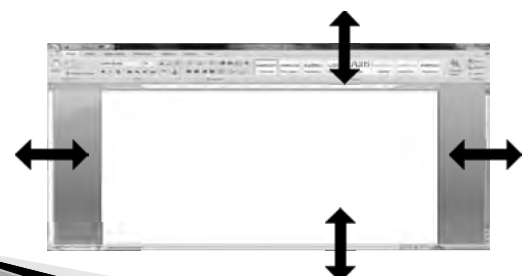
- ▶ Open program → Microsoft Word



5

Windows

- ▶ Exercises:
 - Minimize, Maximize, Close button
 - Resize window to tall and thin
 - Resize window to short and wide

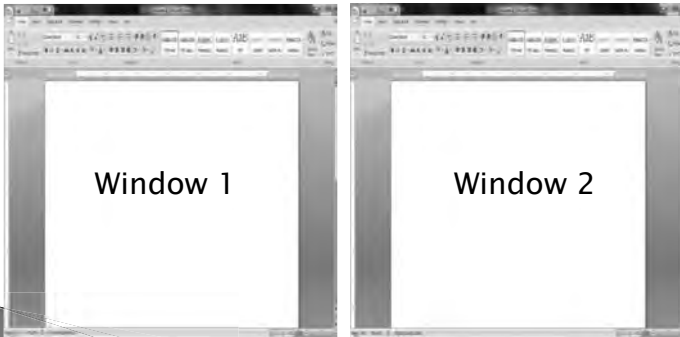


7

6

Windows

- ▶ Exercise:
 - Open two windows and place side by side. Why?



7

Files and Folders

- ▶ File = electronic version of a document, spreadsheet, presentation, etc.



- ▶ Folder = used to organize files



8

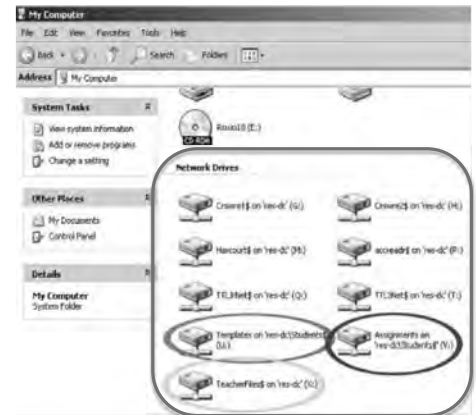
Memory

- ▶ Places to store files:
 - Hard Drive – My Documents on the computer
 - DVD – 
 - Flash Drive – 
 - The “Cloud” –
 - Discussion of Pros and Cons for each type of memory

9

Memory

- ▶ Another place to store files:
 - Network Drive
 - Company's data system
 - Used only by members of that company



10

File Exercises

- ▶ Save new Word document
 - File > Save As
 - Choose a file name and save in My Documents
- ▶ Create new folder in My Documents
 - Name the folder “Class”
 - Create 3 files in Word: “Resume” “Budget” and “Jobs”
 - Select and Drag each file into the “Class” folder

11

Keyboarding

- ▶ Home Row
- ▶ Backspace and Delete
- ▶ Space Bar
- ▶ Shift
- ▶ Enter
- ▶ Tab



8

12

Keyboarding Practice

- ▶ Type three sentences in “Resume” file.
- ▶ REMEMBER TO SAVE YOUR DOCUMENT.
- ▶ Type three sentences in “Jobs” file.
- ▶ REMEMBER TO PRACTICE EACH DAY.
- ▶ QUESTIONS!!!!????

Turning Off or Shut Down Computer



13

Lesson 2

Internet Security
Navigating the Internet
Social Media
Voice over Internet Protocol (VoIP)/Chat

Agenda Part 1

- ▶ Computer Security—Why?
- ▶ Create Strong Passwords
- ▶ Backup/Save Your Data
- ▶ Online Banking Primer
- ▶ Buying Things Online
- ▶ Online Tracking

Computer Security—Why?

- ▶ Anti-Virus Software
 - Microsoft Security Essentials (free), McAfee, Norton: scans your computer for potential viruses.
- ▶ Flash Drives
 - Be careful using flash drives from other people.
- ▶ Updates
 - Always click 'YES' to Anti-Virus and Windows Updates.
- ▶ Firewall
 - NEVER disable the Windows Firewall (ON by default)

Create Strong Passwords

- ▶ All passwords must be airtight strong.
 - Reduces chances of hacking and ID theft.
- ▶ At least 10 characters with lower case, upper case, and special characters !@#%&*
 - Can create a unique phrase or sentence that no one knows or is published. No birthdates, 12345, ABCDE, social security #.
 - Write down each password and place somewhere safe.
- ▶ Use different passwords for EACH account.
 - Computer
 - Online Banking
 - Social Media: Facebook, Twitter, Instagram

Create Strong Passwords

- ▶ **Class Exercise:**
 - Create a password together
 - At least 10 characters with lower case, upper case, and special characters !@#%&*

Back Up Your Data

- ▶ SAVE, SAVE, SAVE
 - Save your files early and often!
- ▶ Backups
 - Computers can crash one day. Hard drives can become corrupted and viruses can erase files.
 - Periodically save a copy of your files to a flash drive or backup hard drive.
- ▶ Cloud Storage
 - Google Drive, Drop Box, backup files regularly
- ▶ Magnets
 - NEVER put a magnet near a computer. Can wipe data off the hard drive and ruin the monitor.



Online Banking

- ▶ Online Banking
 - Only access online banking sites from home computer.
 - Never access on a shared computer.
- ▶ Key in URL addresses in Browser.
- ▶ Don't automatically click links in email.
www.bankofamerica.com
not same as
www.bankofamerica.com.fakewebsite.exe
This is a **DANGEROUS** link.

Buying Things Online

- ▶ Only purchase items from well-known websites.
- ▶ Ensure the URL contains **https** and the lock symbol before entering credit card info.
- ▶ NEVER wire money as payment.



Online Tracking 1

- ▶ Websites remember where you have visited like Google & Facebook.
 - Why? So they can target sales ads to fit your interests.
- ▶ Also, sites are saved on the web browser.
 - To remove:
 - Firefox: History > Clear Recent History
 - Chrome: Clear Browsing Data

Online Tracking 2

- ▶ Prevent Online Tracking
 - Sign out of email when searching online.
 - Use Private Browsing.
- ▶ Firefox: Preferences > Privacy > Tracking
- ▶ Chrome: File > New incognito window

Agenda Part 2

- ▶ Popular Uses of the Internet
- ▶ Internet Vocabulary
- ▶ Cable Internet Service & Connection
- ▶ Web Browser
- ▶ Format of URL Web Address
- ▶ Finding Stuff on the Internet

Popular Uses of the Internet

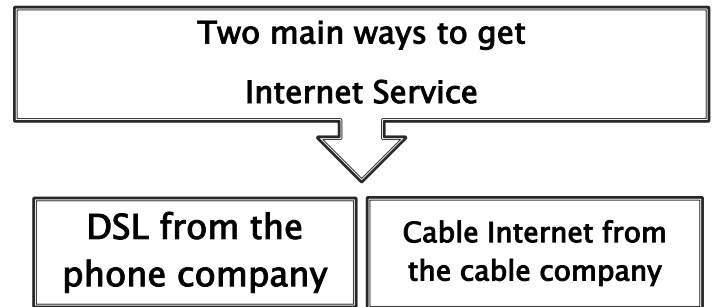
To do this	What to use
▶ View Websites	▶ Browsers: Firefox, Chrome, Safari, Opera
▶ Send & receive messages & documents	▶ Gmail, Outlook, Yahoo
▶ Send and receive short text messages	▶ Cell phone carriers
▶ Locate places on a map & get directions	▶ Google maps, Mapquest, Rand McNally

Internet Vocabulary

- ▶ **Website:** One organization's location on the Web.
- ▶ **Browser:** Software used to explore or "surf" the Web.
- ▶ **URL:** Address used to go to a website.
- ▶ **Link:** Text or picture when clicked with your mouse takes you quickly to a website.
 - www.nytimes.com

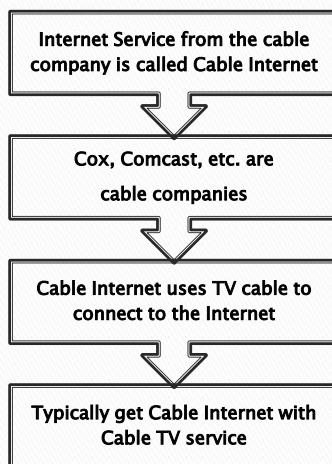
13

How Do I Get Internet Service?



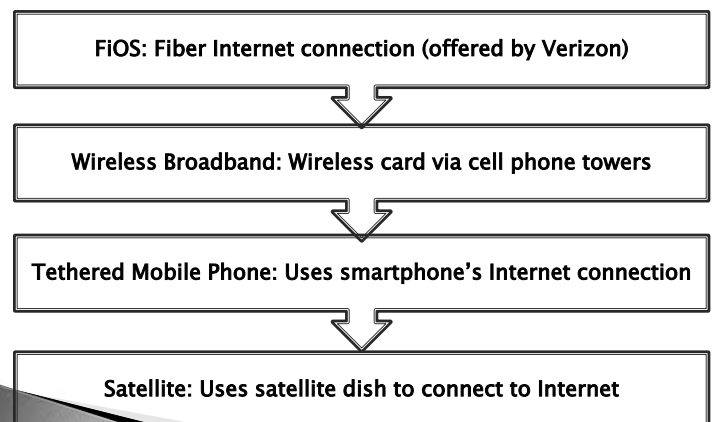
14

Cable Connection



15

Other Types of Internet Service



16

Connecting to the Internet

- ▶ Computer connects with cables to router



OR

- ▶ Computer connects wirelessly to router = Wi-Fi



- ▶ Caveats, snooping, intercepting signals

17

Web Browsers

- ▶ An Application used to view web pages and navigate websites on the Internet
- ▶ Opera, Firefox, Safari, Chrome, Microsoft Edge



12

18

MS Edge Web browser

Parts to a Browser Window



19

Navigating Backward & Forward



- While browsing the internet, the Browser remembers websites visited.
- Use Back Button to return to previous sites.
- Use Forward Button to go in reverse direction.
- Often, when opening a new link, the website will appear in a new Tab or window.

20

Format of URL Web Address

www.washingtonpost.com

Often starts with "www" = Worldwide Web

Domain Name

Type of website

Commercial (.com)
Non-profit (.org)
Educational (.edu)
Government (.gov)

21

SEARCHING on the Internet

Question: Over 10 billion websites, how do I find the right one?

Answer: Use a search engine & key words.



22

SEARCHING the Internet (cont'd)

- For example, find information about the Amazon River in South America.

- In the search box, key in Amazon River.



23

Interpreting Search Results

- Results page shows hundreds of websites or "hits."

- Each "hit" shows:

- Blue link that takes you to the website.
- Sample of text from the website.
- URL of the website (in green).

Number of websites about the Amazon River

One of the hits



24

Your Turn on the Internet

- ▶ Find the name and height of the tallest mountain in the world.
- ▶ Find the name of the winner of the World Cup.
- ▶ Find an image of the Washington Wizards logo.
- ▶ Using Google maps, find directions from Arlington City (your address in this building) to a Harris Teeter market.

Email Communications

- ▶ Email is a way to send electronic messages to anyone in the world instantly.
- ▶ Email Services:
 - Gmail
 - Outlook (reinvented Hotmail)
 - Yahoo!
 - AOL Mail

PC Magazine
<http://www.pcmag.com/article2/0,2817,2408983,00.asp>

25

Email Security

- ▶ Most common way for a computer to be infected with a virus or get hacked.
- ▶ Be wary of suspicious looking emails
 - “You just won a prize!”
 - “Your account has been locked.”
 - Pay attention to poor grammar, awkward, and unprofessional writing—signs of potential danger.
- ▶ NEVER
 - Open an email from someone you don’t know
 - Open attachments that end in .exe .com .bat
 - Click on links inside emails

Email Addresses

- ▶ Must use an email address to send message to another person.
- ▶ Contains a **username** and a **domain** separated by the ‘@’ symbol.
- ▶ The ‘@’ symbol stands for the word “at.”
- ▶ Example: john.smith@gmail.com

Email Address vs. URL

- ▶ Email Address
 - Identifies a person or entity
 - Always has the @ symbol
 - Shows the email service provider
 - Example: **john.smith@gmail.com**
- ▶ URL
 - Identifies a website
 - Usually begins with www, name of website, extension
 - Example: **www.carpentersshelter.org**

Sign Up/Sign In to Email

- ▶ If you already have an email account, sign into your account.
- ▶ If you don’t have an email account, create one by going to **www.gmail.com**
 - Click “Create an Account” button **CREATE AN ACCOUNT**
 - Enter a name, username, and create a password.
 - Make sure your password has at least 10 characters with lower case, upper case, and special characters.
 - See next slide.

Create Strong Passwords


- ▶ At least 10 characters with lower case, upper case, and special characters !@#\$\$%&
- ▶ Can create a unique phrase or sentence that no one knows or is published.
- ▶ No birthdates, 12345, ABCDE, social security #.
- ▶ Write down each password and place somewhere safe.

31

Compose an Email

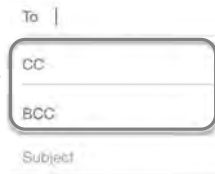
- ▶ Click on the Compose button 

- ▶ Three parts to an email:
 - To, Subject, and Message



CC and BCC

- ▶ Carbon Copy (CC)
 - Send a copy of the email to your supervisor.
- ▶ Blind Carbon Copy (BCC)
 - Send a copy of the email to your supervisor, but do not want the client to know.
 - Not recommended to do. Can **forward** a copy to your supervisor afterwards.



Reply, Reply All, Forward

- ▶ Reply – send an email **back to someone** who sent you an email.
- ▶ Reply All – send an email back to **everyone** who was on the email.
- ▶ Forward – send an email that you received to **someone else**.



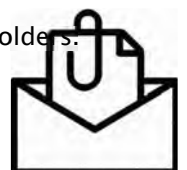
Exercise

- ▶ Send an email to someone in class.
- ▶ Ask them “What is your favorite restaurant?”
- ▶ Open the email that you receive.
- ▶ Reply with the name of your favorite restaurant.

Attachments



- ▶ Email can be used to send files.
 - Documents, Spreadsheets, Presentations, Images.
- ▶ File size typically limited to 20–25 MB (megabytes).
- ▶ Click ‘Attach a file’ button and locate the file.
 - Typically in ‘Documents’ or ‘Pictures’ folders.
 - Drag & Drop feature available.



Exercise

- ▶ Create a Word document
 - Type three sentences describing your dream job.
 - Save the document as 'Resume' in 'Documents' folder.
- ▶ Compose and send an email to someone in class with 'Resume' document attached.

Email Etiquette

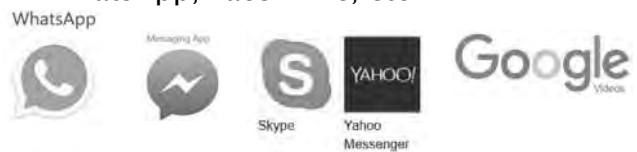
- ▶ Resist using Reply All unless applicable. Just use Reply.
- ▶ Don't use BCC (may make message look suspicious).
- ▶ Don't forward "chain letters" or jokes (especially at the office).
- ▶ Don't send anything negative about a person or your company. Why?
 - Any email you send at work may be read by your employer.

Email Etiquette (cont'd)

- ▶ Don't send anything in an email you would be uncomfortable seeing on the front page of a newspaper.
- ▶ Emails can get forwarded to anyone anywhere.
- ▶ NEVER open email attachments from people you don't know.
 - Most common way to infect a computer virus.

Voice over IP (VoIP)/Chat Communications

- ▶ Voice over IP and Chat tools are a way to communicate with someone on another computer or Smart Phone
- ▶ Applications include: SKYPE, G-Chat and Google Video, Facebook Messenger, WhatsApp, Face Time, etc.



Voice over IP (VoIP)/Chat Communications (cont'd)

- ▶ Applications have many similar features and allow you to chat or share video or have person to person video chats, live
- ▶ Applications are available for free and downloadable to your desktop
- ▶ To enjoy enhanced features you can pay extra

Turning Off your Computer



Tab X:

Marketing Plan for units meeting accessibility
requirements of HUD section 504

Dogwood Farm Station Apartments 9%
(Dogwood Farm Station 9% Owner LLC)
Ashburn, Loudoun County, Virginia

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 **Dogwood Farm Station Apartments 9%** 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, much of this plan will address ways in which property management will endeavor to secure qualified tenants, ensure quality tenancy, and provide effective management and maintenance of the property.

Dogwood Farm Station 9% Manager LLC, the Managing Member (“Managing Member”) of Dogwood Farm Station 9% Owner LLC (“Property Owner”), will engage a VHDA-approved and qualified property management firm (the “Property Manager”) to manage the operations of Dogwood Farm Station Apartments 9%. The Property Manager 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 Property will be home to a variety of community and resident services programs.

I. Affirmative Marketing

The **Property Manager** is pledged to the letter and the spirit of the U.S. policy of the achievement of equal housing opportunity throughout the United States of America and will actively promote fair housing in the development and marketing of this project. The **Property Manager** its Officers, Directors and employees will not discriminate based on 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. 3601, et. Seq.).

When a Section 504 unit becomes vacant, the Property Manager will work to fill the unit with a qualified household. Marketing will include outreach to partner organizations and advertisement in standard marketing vehicles (e.g., Craigslist). Any unit which is designated as a unit for people with disabilities and that conforms to Section 504 of the Rehabilitation Act will be held vacant for sixty days (60). The Property Manager will document its marketing efforts to find households with qualified disabilities during this period. If a qualified tenant is not found, the marketing evidence will be submitted to VHDA's Program Compliance Officer, and the manager will request approval to rent the unit to any income-qualified household. If the request is approved, the lease will contain a provision stating that the household must agree to move to a vacant unit at the same property if a household including a person with a disability applies for the unit, and that the move will be paid for by the Property Owner.

Leasing Preference for Target Population Identified in MOU between the Authority and the Commonwealth

- Unless prohibited by an 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.
- The Property Manager will obtain tenant referrals from the Virginia Department of Medical Assistance Services (DMAS), Virginia Department of Behavioral Health and Developmental Services (DBHDS), or any other agency approved by the Authority.

- The Property Manager will retain a tenant verification letter and Acknowledgement and Settlement Agreement of Target Population Status.
- Target population units will be confirmed by VHDA.

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

The Property Manager 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:

Virginia Board for People with Disabilities
Washington Building
1100 Bank Street, 7th Floor
Richmond, VA 23219
(804) 786-0016

Loudoun County Disability Services Board
Loudoun County Government Center
1 Harrison St. SE.
Leesburg, VA 20177
(571) 258-3282

DARS – Virginia Department for Aging and Rehabilitative Services
5904 Old Richmond Highway Suite 410
Alexandria, VA 22303
(703) 960-3411

Loudoun County Department of Family Services
102 Heritage Way, N. E.
P.O. Box 7400
Leesburg, Virginia 20177-7400
703-777-0387

Loudoun County Mental Health and Substance Abuse and Developmental Services (MHSADS)
Sterling Office
21641 Ridgetop Circle, Suite 210
Sterling, VA 20166
(703) 777-0320

Healthworks for Northern Virginia
163 Fort Evans Road, N.E.
Leesburg, VA 20176
(703) 443-2000

Friends of Loudoun Mental Health
17 Royal Street, S.E., Suite 103
Leesburg, VA 20175

(703) 443-1380

Pathway Homes
10201 Fairfax Blvd., Suite 200
Fairfax, VA 22030-2209
(703) 876-0390

Community Residences
14160 Newbrook Dr.
Chantilly, VA 20151
(703) 842-2300

PRS, Inc.
1761 Old Meadow Rd, Suite 100
McLean, VA 22102
(703) 536-9000

Virginia Department of Medical Assistance Services
600 East Broad Street
Richmond, VA 23219
(804) 786-7933

Virginia Department of Behavioral Health and Developmental Services
1220 Bank Street
Richmond, VA 23219
(804) 786-3921

2. Internet Search

Dogwood Farm Station Apartments 9% will also be listed on the following websites:

www.virginiahousingsearch.com
www.loudoun.gov/4064/Apartment-Rental-Guide-and-Map
accessva.org
dbhds.virginia.gov
www.craigslist.org
www.hud.gov

3. Print Media

Print media sources that cater to persons with disabilities in Loudoun County will also be identified to add to those published on a regular basis by Loudoun County Department of Parks, Recreation, and Community Services. Some of the major publications include the Loudoun Times-Mirror, Loudoun Now, and other local newspapers published in English, Spanish, and other languages. Other sources may include, but are not limited to, rental magazines such as Apartment Shoppers Guide and Apartments for Rent.

The Property Manager will also maintain a current listing on VirginiaHousingSearch.com, including information on amenities available for the Target Population. All advertising materials will prominently feature the Equal Housing Opportunity logo type, 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 the best form of advertising as they attract 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 to further support the specific marketing effort for people with disabilities. 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. The marketing will also emphasize the physical and administrative compliance with Americans with Disabilities Act.

These marketing materials include:

- **Brochures** – A simple brochure can be produced at low cost which will effectively sell the apartments and community. This brochure will include a listing of features and amenities.
- **Flyers** – A flyer campaign can be used effectively to market the community. Each flyer should incorporate graphics and a property description to generate traffic. From time to time, as necessary, flyers should include a special offer with a deadline (e.g., "Bring this flyer with you when you visit this weekend and pay no application fee!").

III. Public and Community Relations

The Property Manager will promote Equal Housing Opportunity by ensuring that all Site Signage containing the EHO logo and Fair Housing posters are displayed in English and Spanish in the Rental Office.

The Managing Member participates in a public and community relations program that boosts the relationship between the Property Owner and the Property Manager, and local disability organizations, neighborhood civic organizations, social service programs, 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 for resident interviews and application assistance.

Times of Operation - the Management Office will be open Monday through Friday from 8:30 A.M. to 5:30 P.M. Applicants will meet with the Property Manager or designated staff to discuss programs available on the property and will be supplied relevant information to assist them in their move.

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 exceeds the greater of \$3,600 or 2.5 times the portion of rent to be paid by tenants receiving rental assistance.

Selection and Qualification Criteria

A third-party credit scoring provider is used to review applicants by means of a credit scoring model to determine an applicant's ability to meet his/her rental obligations. Credit scoring utilizes a statistical model for comparing information on bill paying history, the number and type of credit accounts, past due payments, outstanding debt, rental history, and the age of accounts, to the performance of consumers with similar profiles. The scoring system awards points for each factor that helps predict applicant creditworthiness and the likelihood of the applicant making payments when due. The scoring provider makes a recommendation of accept or decline based on the results.

As part of the credit approval process, each applicant is required to provide income information on the Rental Application. This information is verified via direct written contact by the leasing staff with the employer/source of income and/or written verification such as paystubs, tax returns, etc. If there is more than one applicant, the same credit approval process is performed.

Residents will also have additional qualification criteria as specifically addressed in the Affordable Housing Program.

Criminal Background Check

The Property Manager performs criminal background checks as part of the approval process for prospective residents. The criminal background check is subject to state and local landlord-tenant laws. The requirement is that a criminal background check be done on all adult occupants, as a condition of the application and as a condition of the lease agreement. Felony convictions for violent crimes against people or property, drug-related activities, weapons related activities, larceny or sex-related crimes render an individual ineligible for occupancy.

A third-party contractor is utilized to perform these background checks, which includes a review of all available criminal records, local sex offender lists, the FBI Most Wanted List and the Office of Foreign Asset Control (OFAC) list.

As a condition of their lease agreement, residents are required to acknowledge that the landlord has the right to terminate a lease or evict a resident if, after the lease has commenced, there is any subsequent discovery of a crime that would have rendered the resident ineligible for occupancy at move-in. The criminal background check policy that is implemented is subject to modification based on the Property Manager's experience with this requirement at the property.

Occupancy Standards

Both maximum and minimum per-unit occupancy standards will be established and maintained.

Application Processing

Application processing will be done at the Management Office by 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 following criteria will also be used 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.
- Rental Applications will be processed 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 poor 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 Regional Vice-President 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.

- Rental Applications will be processed 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 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 Sterling, VA 20166 area. The annual income is compared to the area's Income Limits to determine eligibility.
- Family composition must be compatible with 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 students 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 people with disabilities.
- 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.

V. Turnover of Section 504 units

Units must be held vacant for 60 days during which active marketing efforts must be documented. However, if marketing to the 50-point special needs unit is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to Virginia Housing's Compliance Officer, management may request the ability to lease 50-point units to a household not in the special needs 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 special needs' population.

Properties that fail to document ongoing active marketing to the marketing plan network contacts to lease vacant leasing preference units, may be cited with non-compliance, and may be required to hold unit(s) vacant for up to 60 days to actively market unfilled leasing preference units. Non-compliance with the marketing requirement is subject to a penalty point deduction in future funding requests from the Authority.

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 or Veteran Owned Small
Business certification

SWaM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Dogwood Farm Station 9% Owner LLC

Name of SWaM Service Provider EBV Engineering Inc. dba: Insight Engineering Inc.

Part II, 13VAC10-180-60(E)(5)(a) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a business certified as women-owned or minority-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(a) of the QAP 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)(a) of the QAP.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
 - ☒ consulting services to complete the LIHTC application;
 - ☐ ongoing development services through the placed in service date;
 - ☐ general contractor;
 - ☐ architect;
 - ☐ property manager;
 - ☐ accounting services; or
 - ☐ legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

* - See attached

Feasibility & Regulatory Compliance Oversight

- **Review** all contracts with consultants to ensure the scope of work.
- **Monitor** consultants conducting site feasibility studies, environmental assessments, and zoning approvals.
- **Verify** adherence to Loudoun County, Virginia Housing, and LIHTC compliance requirements.
- **Review** pro-forma financial models and ensure alignment with funding sources.
- **Ensure** timely submission of permits and regulatory approvals.

Design & Engineering Oversight

- **Track progress** of architects, civil engineers, geotechnical, environmental and MEP consultants against project milestones.
- **Review** schematic designs, value engineering proposals, and cost estimates.
- **Ensure** design documents comply with ADA, energy efficiency, and sustainability standards.
- **Monitor Coordination** between design consultants and county agencies for approvals.

Procurement & Contract Administration Oversight

- **Monitor** the RFP process for general contractors and consultants.
- **Review** bid evaluations and consultant contract negotiations.
- **Ensure** contract scope aligns with project goals and budget constraints.

Quality Assurance & Compliance Monitoring

- **Occasionally Conduct** site visits to verify construction progress.
- **Progress Reports & Document Review:** Review all progress reports submitted by contractors and consultants. Verify that submitted reports accurately reflect site conditions and project performance.
- **Drawings & Specifications Review: Cursory** Review all design and construction drawings and specifications for consistency and completeness. Identify potential discrepancies and coordinate resolution with the design team.
- **Testing & Inspection Reports Oversight:** Review all material testing and inspection reports for compliance with contract requirements. Verify proper documentation of non-conformance issues and corrective actions. Ensure compliance with quality control.

Risk & Issue Management

- **Monitor** potential risks, including delays, cost escalations, and design changes.
- **Facilitate** issue resolution between consultants and contractors.
- **Ensure** corrective actions are implemented for non-compliance.

Closeout Compliance Oversight

- **Ensure** all as-built drawings, warranties, and O&M manuals are received.
- **Facilitate** release of all Loudoun County performance bonds

Insight and the Owner executed a proposal for services on February 13, 2025 and services are estimated to be provided until approximately April 2028.

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)(a) of the QAP, and that the undersigned service provider is still a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

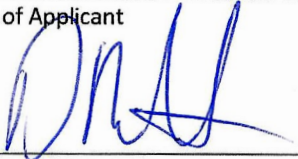
CONTRACT CERTIFICATION

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)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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:

Dogwood Farm Station 9% Owner LLC

Name of Applicant



* See complete signature block below

Signature of Applicant

Benjamin C. Miller / Manager

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

EBV Engineering Inc. dba: Insight Engineering Inc.

Name of SWaM Certified Service Provider



Signature of SWaM Certified Service Provider

Antony Vaz, PE

Printed Name and Title of Authorized Signer

Dogwood Farm Station 9% Owner LLC

By: Dogwood Farm Station 9% Manager LLC

By: Wellington Development LLC

By: *Ben Miller*

Its: President

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

E.B.V. ENGINEERING, INC.

Trade Name: Insight Engineering Inc.

is a certified Small, Minority 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: 830544

Valid Through: Apr 9, 2029

Accordingly Certified

Willis A. Morris

Willis A. Morris, Director



VSOB/SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Dogwood Farm Station 9% Owner LLC

Name of VSOB or SWaM Service Provider Titan Mechanical Inc.

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. 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 VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may not also be used to claim points under 13VAC10-180-60(E)(5)(e).

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 QAP.

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:



consulting services to complete the LIHTC application;
ongoing development services through the placed in service date;
general contractor;
architect;
property manager;
accounting services; or
legal services.

2. Please describe in the space below the nature of the services contracted for with the VOSB or 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.

1. **Walkthroughs of Dogwood Farm Station Project**

- Conduct site visits to review project mechanical scope, plans, and drawings.
- Assess the feasibility of the mechanical systems' design and construction methodology.
- Provide feedback on potential challenges or issues before construction begins.

2. **Construction Applications & Energy Efficiency**

- Evaluate Mechanical preconstruction applications to ensure they align with energy-saving best practices.
- Solar Management with energy consumption review and need assessment.
- Recommend and implement energy-efficient systems and strategies where possible.
- Work closely with project team to help integrate energy-efficient systems and compliance with relevant standards.
- HVAC commissioning

3. **Consultation & Feedback**
 - Provide regular mechanical consultations and feedback throughout the planning and design phases.
 - Assist in value engineering and reviewing budgetary constraints while maintaining constructability and energy efficiency goals.
4. **Ongoing Support and Collaboration**
 - Provide ongoing support to general contractor ensuring alignment between the design and construction phases.
 - Collaborate with project stakeholders, including architects, engineers, and other consultants.
 - Commercial space coordination via the mechanical system and ensuring proper consumption of energy. Ensuring systems are controlled properly and work independent of main BLD management.

Titan and the Owner executed a proposal for services on February 3, 2025 and services are estimated to be provided until approximately April 2028.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned 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 VOSB or 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 QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

(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 QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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:

Dogwood Farm Station 9% Owner LLC

Name of Applicant



* See full signature block below

Signature of Applicant

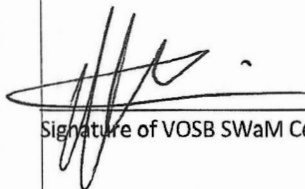
Benjamin C. Miller / Authorized Representative

Printed Name and Title of Authorized Signer

VOSB OR SWAM CERTIFIED SERVICE PROVIDER:

Titan Mechanical Inc.

Name of VOSB or SWaM Certified Service Provider



Signature of VOSB SWaM Certified Service Provider

Mark Flavin / President

Printed Name and Title of Authorized Signer

Dogwood Farm Station 9% Owner LLC

By: Dogwood Farm Station 9% Manager LLC

By: Wellington Development LLC

By: *Ben Miller*

Its: President



202-205-8800 | sba.gov
409 3rd St, SW. Washington DC 20416

May 7, 2024

TITAN MECHANICAL INC
SAM UEI: QBKMT8KWEW69
9104 MANASSAS DR STE T
MANASSAS PARK, VA 20111

Veteran: Mark Flavin

Dear TITAN MECHANICAL INC:

I am writing to inform you that TITAN MECHANICAL INC has been recertified by the Veteran Small Business Certification (VetCert) Program at SBA. Your certification confirms your continued eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

What you need to know:

- TITAN MECHANICAL INC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at veterans.certify.sba.gov.
- Your recertification is valid for three (3) years from the date of your prior expiration.
- You may visit [SBA's website to download SBA-approved digital icons](https://sba.gov) that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm TITAN MECHANICAL INC continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

John B. Perkins

John B. Perkins
Director Veteran Small Business Certification Program



All SBA programs and services are extended to the public on a nondiscriminatory basis.

TITAN MECHANICAL INC

Service Disabled Veteran Owned Small Business

Certification Information

DUNS	DBA	Last Verified	Expiration Date
079681023	-----	May 7, 2024	May 5, 2028

Business Information

SAM UEI	Cage Code	Entity Type	Year Established
QBKMT8KWEW69	7AM37	Corporation	2013

Website

Business Address 1	Business Address 2	City	State/Territory	Zip Code
9104 MANASSAS DR STE T	-----	MANASSAS PARK	VA	20111

NAICS CODES

221330	Steam and Air-Conditioning Supply
238220	Plumbing, Heating, and Air-Conditioning Contractors
238290	Other Building Equipment Contractors
423740	Refrigeration Equipment and Supplies Merchant Wholesalers

SWaM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Dogwood Farm Station 9% Owner LLC

Name of SWaM Service Provider Advanced Project Management, Inc.

Part II, 13VAC10-180-60(E)(5)(a) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a business certified as women-owned or minority-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business (SWaM) Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(a) of the QAP 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)(a) of the QAP.

1. The SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
 - ☒ consulting services to complete the LIHTC application;
 - ☒ ongoing development services through the placed in service date;
 - ☐ general contractor;
 - ☐ architect;
 - ☐ property manager;
 - ☐ accounting services; or
 - ☐ legal services.
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Advanced Project Management, Inc. (APM) is a SWaM certified service provider that is providing ongoing development services as the Project's construction manager during predevelopment, construction, and post-construction closeout. APM and the Owner executed a proposal for services on February 12, 2025 and services are estimated to be provided until approximately April 2028.

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)(a) of the QAP, and that the undersigned service provider is still a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[Contract Certification and signatures appear on following page]

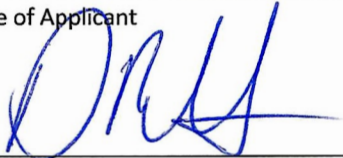
CONTRACT CERTIFICATION

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)(a) of the QAP; that the undersigned service provider is a business certified as Women-Owned or Minority-Owned through the Commonwealth of Virginia's SWaM Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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:

Dogwood Farm Station 9% Owner LLC

Name of Applicant



* See full signature block below

Signature of Applicant

Benjamin C. Miller / Authorized Representative

Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Advanced Project Management, Inc.

Name of SWaM Certified Service Provider



Signature of SWaM Certified Service Provider

Jessica S. Peters / CEO & President

Printed Name and Title of Authorized Signer

Dogwood Farm Station 9% Owner LLC

By: Dogwood Farm Station 9% Manager LLC

By: Wellington Development LLC

By: *Ben Miller*

Its: President

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

ADVANCED PROJECT MANAGEMENT, INC.

is a certified Small, Micro, Women Owned
Business meeting all the 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: 678585

Valid Through: Mar 26, 2025

Accordingly Certified

A handwritten signature in blue ink, reading "Tracey G. Wiley".

Tracey G. Wiley, Director



VSOB/SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Dogwood Farm Station 9% Owner LLC

Name of VSOB or SWaM Service Provider Tim's Garage & Consulting LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. 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 VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may not also be used to claim points under 13VAC10-180-60(E)(5)(e).

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 QAP.

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
 - ☒ consulting services to complete the LIHTC application;
 - ☐ ongoing development services through the placed in service date;
 - ☐ general contractor;
 - ☐ architect;
 - ☐ property manager;
 - ☐ accounting services; or
 - ☐ legal services.
2. Please describe in the space below the nature of the services contracted for with the VOSB or 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.

Tim's Garage shall (i) consult concerning matters pertaining to site selection, building size and type, local support, assembly of the Tax Credit Application for submission, including all relevant schedules, appendices, contracts, et cetera and (ii) handle all matters pertaining to Virginia Housing's review of the Tax Credit Application and communications with Virginia Housing regarding the Tax Credit Application submission.

The Owner signed a contract with Tim's Garage on January 21, 2025, effective on February 1, 2025. Contract term is 24 months.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned 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 VOSB or 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 QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[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 QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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:

Dogwood Farm Station 9% Owner LLC

Name of Applicant



Signature of Applicant

* See full signature block below

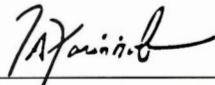
Benjamin C. Miller / Authorized Representative

Printed Name and Title of Authorized Signer

VOSB OR SWAM CERTIFIED SERVICE PROVIDER:

Tim's Garage & Consulting LLC

Name of VOSB or SWaM Certified Service Provider



Signature of VOSB SWaM Certified Service Provider

Tim Farinholt / President

Printed Name and Title of Authorized Signer

Dogwood Farm Station 9% Owner LLC

By: Dogwood Farm Station 9% Manager LLC

By: Wellington Development LLC

By: *Ben Miller*

Its: President

12/04/2024

Timothy Farinholt
TIM'S GARAGE & CONSULTING, LLC
2308 PARK AVE RICHMOND, VA 23220

Dear Timothy Farinholt,

Congratulations! I am pleased to inform you that TIM'S GARAGE & CONSULTING, LLC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

- Veteran-Owned Small Business (VOSB)

TIM'S GARAGE & CONSULTING, LLC is eligible for VOSB contracts and will be identified as a certified VOSB program participant in as of the date of this letter, **12/04/2024**.

To align with your existing certification, your effective date for recertification for all your SBA certifications is **12/04/2024**. **Your first certification renewal will be due 12/04/2027**.

Responsibilities

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

- **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.
- **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile and DSBS records up-to-date in order for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will become inactive. If you need assistance in updating the business' SAM.gov or DSBS information, please go to the SAM.gov Help Desk at <https://fsd.gov/fsd-gov/home.do>.
- **Notices from SBA:** You are responsible for responding to notices from SBA, including but not limited to notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.

- **Contracting Requirements:** You are required to comply with limitations on subcontracting requirements and nonmanufacturer rule when performing any small business set-aside contracts (see 13 CFR 125.6)

Resources and More Information

As a certified program participant, there are valuable free resources available to you, including:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- The “Contract Opportunities” function in SAM.gov (<https://sam.gov/content/opportunities>) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the “Contract Data” function in SAM.gov (<https://sam.gov/content/contract-data>) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.
- SBA’s Surety Bond Guarantee Program helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to \$10M. Go to <http://www.sba.gov/osg> to find an SBA authorized agent.
- APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities.

Downloading Certification Icons

As a certified business participating in the program(s), you may [visit SBA’s website](#) to download SBA-approved digital icons that indicate your certification status for use on your business’ website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company’s letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

Misrepresentation

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

Next Steps

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm TIM'S GARAGE & CONSULTING, LLC's continued program eligibility. Wishing you much success!

Sincerely,

John Perkins
Government Contracting and Business Development
Office of Certifications and Eligibility

SBA Profile[Privacy Statement](#)([Back to Profile List](#), or use Back button)**Identification, Location & Contacts**

This profile was last updated: 11/28/2024
Status: Active

User ID: P3343266
Name of Firm: TIM'S GARAGE & CONSULTING, LLC
Capabilities Statement Link:
Trade Name ("Doing Business As ..."):
UEI: NSYSMZK9Q2A3
Address, line 1: 2308 PARK AVE
Address, line 2:
City: RICHMOND
State: VA
Zip: 23220-2608
Phone Number: 804-412-5798 x
Fax Number:
E-mail Address: tfarinholt50@gmail.com
WWW Page:
E-Commerce Website:
Contact Person: TIMOTHY FARINHOLT
County Code (3 digit): 760
Congressional District: 04
Metropolitan Statistical Area: 6760
CAGE Code: 0FHQ4
Year Established: 2024
Accepts Government Credit Card?: ☒ Yes ☐ No
GSA Advantage Contract(s): [Check for Buy GSA Contracts](#)

(Note: Size information is now under "NAICS Codes with Size Determinations by NAICS", below.)

Organization, Ownership & Certifications

Legal Structure: LLC
Ownership and Self-Certifications: Veteran

Current Principals

(none given)

"Business Development Servicing Office" (for certifications)

SBA Federal Certifications

SBA has verified the following certifications in DSBS: 8(a), HZ, WOSB, EDWOSB, VOSB, SDVOSB. Any other certification presented in DSBS is self-certified by a firm and not verified by SBA. Contracting officers should diligently review a bidder's small business self-certifications before awarding a contract.

8(a) Certification:

SBA 8(a) Case Number:
SBA 8(a) Entrance Date:
SBA 8(a) Exit Date:

HUBZone Certification:

HUBZone Certified?: ☐ Yes ☒ No
HUBZone Certification Date:

8(a) Joint Venture - SBA Certified:

NOTE: Notify your servicing SBA Business Opportunity Specialist to have your 8(a) joint venture approval date reflected in DSBS.

8(a) JV Entrance Date:
8(a) JV Exit Date:

Women Owned - SBA Certified:

WOSB Certified?: ☐ Yes ☒ No
WOSB Pending?: ☐ Yes ☒ No

Economically Disadvantaged Women Owned - SBA Certified:

EDWOSB Certified?: ☐ Yes ☒ No
EDWOSB Pending?: ☐ Yes ☒ No

Veteran-Owned Small Business - SBA Certified:

VOSB Certified?: ☒ Yes ☐ No
VOSB Joint Venture?: ☐ Yes ☒ No
VOSB Certification Date: 12/04/2024
VOSB Certification Expiration Date:

Service-Disabled Veteran-Owned Small Business - SBA Certified:

SDVOSB Certified?: ☐ Yes ☒ No
SDVOSB Joint Venture?: ☐ Yes ☒ No
SDVOSB Certification Date:
SDVOSB Certification Expiration Date:

Other Certifications

Non-Federal-Government Certifications:

(none given)

Products & Services

Capabilities Narrative:

(none given)

Special Equipment/Materials:

(none given)

Business Type Percentages:

(none given)

Bonding Levels

Construction Bonding Level (per (none given)
contract)

Construction Bonding Level (none given)
(aggregate)

Service Bonding Level (per (none given)
contract)

Service Bonding Level (none given)
(aggregate)

NAICS Codes with Size Determinations by NAICS:

#	Primary?	Code	NAICS Code's Description	"Buy Green"? ⁽¹⁾	Small? ⁽²⁾
1	Yes	561990	All Other Support Services		Yes
2		423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers		Yes
3		456199	All Other Health and Personal Care Retailers		Yes
4		541613	Marketing Consulting Services		Yes
5		541720	Research and Development in the Social Sciences and Humanities		Yes
6		561110	Office Administrative Services		Yes

(1) By entering Yes for "Buy Green", the firm asserts that it obeys EPA guidelines for environmental friendliness for this NAICS code. Note, EPA guidelines do not exist for every NAICS code.

(2) If Yes, the firm's revenues/number of employees do not exceed the NAICS code's small business size standard.

Keywords:

(none given)

Miscellaneous:

Quality Assurance Standards: (none given)
Electronic Data Interchange [] Yes [] No
capable?:

Export Profile (Trade Mission Online)

Exporter?: (firm hasn't answered this question yet)
Export Business Activities: (none given)
Exporting to: (none given)
Desired Export Business (none given)
Relationships:
Description of Export (none given)
Objective(s):

Performance History (References)

(none given)

The structure of this page was last updated 02/01/2013, as part of SBSS 8.1.1.

VSOB/SWAM CONTRACT CERTIFICATION
(TO BE PROVIDED AT TIME OF APPLICATION)

LIHTC Applicant Name Dogwood Farm Station 9% Owner LC

Name of VSOB or SWaM Service Provider Tango Charlie Affordable Housing LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "QAP") 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, provides that an applicant may receive points toward its application for Credits for entering into at least one contract for services provided by a (i) a veteran-owned small business (VOSB) as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration, or (ii) a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program. Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the QAP must provide in its application this certification together with a copy of the service provider's VOSB certification or Commonwealth of Virginia's SWaM Program certification. 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 VOSB or SWaM Service Provider. Note: Contracts used to claim points in Part II, 13VAC10-180-60(E)(5)(a) of the QAP may not also be used to claim points under 13VAC10-180-60(E)(5)(e).

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 QAP.

1. The VOSB or SWaM Service Provider will provide the following services and roles eligible for points under the QAP:
 - ☒ consulting services to complete the LIHTC application;
 - ☐ ongoing development services through the placed in service date;
 - ☐ general contractor;
 - ☐ architect;
 - ☐ property manager;
 - ☐ accounting services; or
 - ☐ legal services.
2. Please describe in the space below the nature of the services contracted for with the VOSB or 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.

See attached

Tango Charlie Affordable Housing LLC and the Owner executed a proposal for services on January 15, 2025 and services are estimated to be provided until approximately April 2028.

Scope of Work:

- Review the initial feasibility analysis of the developers to assess the reasonable expectation of a project's potential success.
- Provide guidance on the capital structure of the project including possible sources of funds from governmental and non-governmental parties.
- Help prepare applications for such funding, including both governmental and non-governmental applications.
- Facilitate contact and develop interest in the proposed projects among tax credit investors.
- Draft, as appropriate, proposals to investors and review contract documents such as investment agreements and guaranties by developers and managing members.
- Review proffers related to the zoning and use of the land to assure the ability of the owner to comply with the requirements of Virginia Housing with respect to 9% low-income housing tax credits and/or the use of private activity tax exempt bonds awarded by Virginia Housing.
- Advise the owners on whether to agree to use a local housing authority as a bond issuer rather than Virginia Housing.
- Review along with counsel to the owner and developer loan agreements, investment agreements, guaranties, and related documents.
- Review submissions to the investor, lender and Virginia Housing by the developer related to draws of equity and satisfaction of requirements for the issuing of 8609s by the state agencies.
- Participate in preparations for closing and attend the closing(s) as requested by owner.

3. Attach to this certification a copy of the service provider's current VOSB certification from the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or attach to this certification a copy of the service provider's current service-disabled veteran-owned 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 VOSB or 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 QAP, and that the undersigned service provider is still a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is still a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program.
5. The undersigned further acknowledge that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider.

[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 QAP; that the undersigned service provider is a business certified as a VOSB by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration or that the undersigned service provider is a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM) Program; that no spousal relationship exists between any principal of the applicant and any principal of the undersigned service provider; 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 QAP). 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:

Dogwood Farm Station 9% Owner LC

Name of Applicant



Signature of Applicant

* See below for complete signature block

Benjamin C. Miller / Authorized Representative

Printed Name and Title of Authorized Signer

VOSB OR SWAM CERTIFIED SERVICE PROVIDER:

Tango Charlie Affordable Housing LLC

Name of VOSB or SWaM Certified Service Provider



Signature of VOSB SWaM Certified Service Provider

James H. Edmondson / President

Printed Name and Title of Authorized Signer

Dogwood Farm Station 9% Owner LLC

By: Dogwood Farm Station 9% Manager LLC

By: Wellington Development LLC

By: *Ben Miller*

Its: President



202-205-8800 | sba.gov
409 3rd St, SW. Washington DC 20416

Aug. 26, 2024

TANGO CHARLIE AFFORDABLE HOUSING LLC
SAM UEI: REYKA9NN7B23
7804 Ariel Way
McLean, VA 22102

Veteran: James Edmondson

Dear TANGO CHARLIE AFFORDABLE HOUSING LLC:

I am writing to inform you that TANGO CHARLIE AFFORDABLE HOUSING LLC has been certified by the Veteran Small Business Certification Program (VetCert) at SBA. Your certification confirms your eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Veteran-Owned Small Business (VOSB).

What you need to know:

- TANGO CHARLIE AFFORDABLE HOUSING LLC is certified as a Veteran-Owned Small Business (VOSB) and publicly listed at veterans.certify.sba.gov.
- Your certification is valid for three (3) years from the date of this letter.
- You may visit [SBA's website to download SBA-approved digital icons](https://sba.gov) that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm TANGO CHARLIE AFFORDABLE HOUSING LLC's continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

John B. Perkins

John B. Perkins
Director Veteran Small Business Certification Program



All SBA programs and services are extended to the public on a nondiscriminatory basis.

Tab AA:

Priority Letter from Rural Development

This deal does not require
information behind this tab.

TAB AB:

Social Disadvantage Certification or Veteran
Owned Small Business Certification

VOSB PRINCIPAL CERTIFICATION

Individual's Name James H. Edmondson

LIHTC Applicant Name Dogwood Farm Station 9% Owner LLC

Part II, 13VAC10-180-60(E)(5)(f), 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, provides that an applicant may receive thirty (30) points toward its application for Credits for demonstrating that at least one of its principals (i) is an individual or entity that is either a veteran-owned small business (VOSB) (as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration) or a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program; (ii) that said principal also has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development; and (iii) that no spousal relationship exists between said principal and any other principal having an ownership interest in the development who does not also possess a VOSB certification or service-disabled veteran-owned Virginia SWaM certification.

INSTRUCTIONS:

Please describe the ownership interest of the VOSB or service-disabled veteran-owned business in the general partner or managing member of the applicant for Credits (provide any supporting documentation necessary to verify said ownership interest, such as the organizational chart provided elsewhere in the application for Credits). Note that the ownership interest described in this section may not be the same interest used to obtain points for participation by a socially disadvantaged individual under 13VAC10-180-60(E)(5)(b) of the QAP (i.e., to claim points under both 13VAC10-180-60(E)(5)(b) and 13VAC10-180-60(E)(5)(f), the principal must have at least 50% ownership interest in the controlling general partner or managing member).

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)(f) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.

As shown in the organizational chart in Tab A of the application, James H. Edmondson, through Tango Charlie Affordable Housing LLC, is a 25% Owner of Dogwood Farm Station 9% Manager, LLC, which is the managing member of the applicant, Dogwood Farm Station 9% Owner LLC. Mr. Edmondson is the 100% owner of Tango Charlie Affordable Housing LLC.

Description of Ownership Interest: [continued]

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

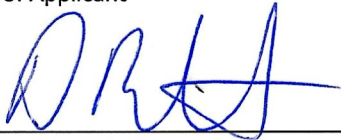
I hereby certify the following:

- that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan;
- no spousal relationship exists between the undersigned principal and any other principal having an ownership interest in the development who is not also a veteran-owned small business (as certified by the U.S. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, or the U.S. Small Business Administration) or a business certified as service-disabled veteran-owned through the Commonwealth of Virginia's SWaM Certification Program; and
- I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Dogwood Farm Station 9% Owner LLC

Name of Applicant



Signature of Applicant

Benjamin C. Miller / Authorized Representative

Printed Name and Title of Authorized Signer

PRINCIPAL:



Signature of Qualifying Principal

James H. Edmondson / Manager

Printed Name and Title of Qualifying Principal

CERTIFICATION OF PARTICIPATION BY SOCIALLY DISADVANTAGED PRINCIPAL

Name of Individual Principal Seth Opoku-Yeboah

LIHTC Applicant Name Dogwood Farm Station 9% Owner LLC

Part II, 13VAC10-180-60(E)(5)(b), 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, provides that an applicant may receive thirty (30) points toward its application for Credits for demonstrating that at least one of its principals is a "socially disadvantaged individual," as such term is defined in 13 CFR 124.103, and that said principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development; provided, however, that no spousal relationship exists between the socially disadvantaged principal and any other principal having an ownership interest in the development who is not also a socially disadvantaged principal. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

INSTRUCTIONS:

Please complete either 1A or 1B and also provide a complete response to 2. 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)(b) of the Plan. Though the information requested below is of a personal nature, please note that all information provided on this form shall be subject to the Virginia Freedom of Information Act, § 2.2-3700, et seq.

1. **SOCIAL DISADVANTAGE**

(Complete only Section 1(A) OR 1(B) and then acknowledge 2 below)

A. I am claiming social disadvantage because of my identification as a:

 X Black American

 Hispanic American

 Native American (Alaska Natives, Native Hawaiians, or enrolled members of a Federally or State recognized Indian Tribe)

 Asian Pacific American [An individual with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China (including Hong Kong), Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U. S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, or Nauru]

 Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

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

advancement in the business world, as described in 13 CFR 124.103(c)(2)(iv).

2. **Ownership and Control**

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

As shown in the organizational chart in Tab A of the application, Seth Opoku-Yeboah, through Hybla Valley Group LLC, is a 25% Owner of Dogwood Farm Station 9% Manager, LLC, which is the managing member of the applicant, Dogwood Farm Station 9% Owner LLC.

[Application continues on following page]

CERTIFICATION OF ELIGIBILITY


I hereby certify the following:

- that the undersigned principal has an ownership interest of at least 25% in the controlling general partner or managing member for the proposed development, as required by the Plan;
- no spousal relationship exists between the socially disadvantaged principal and any other principal having an ownership interest in the development who is not also a socially disadvantaged principal; and
- I hereby further certify that all information in this certification is true and complete to the best of my knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned principal and the undersigned applicant to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Dogwood Farm Station 9% Owner LLC

Name of Applicant



Signature of Applicant

Benjamin C. Miller / Authorized Representative

Printed Name and Title of Authorized Signer

PRINCIPAL:

Seth Opoku-Yeboah

Signature of Qualifying Principal

Seth Opoku-Yeboah / Manager

Printed Name and Title of Qualifying Principal