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# 2023 Federal Low Income Housing Tax Credit Program

## Application For Reservation

### Deadline for Submission

#### 9% Competitive Credits

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

#### Tax Exempt Bonds

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



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

## INSTRUCTIONS FOR THE VIRGINIA 2023 LIHTC APPLICATION FOR RESERVATION

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

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

### Applications For 9% Competitive Credits

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

### **Please Note:**

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

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

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

### **IMPORTANT:**

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

### Disclaimer:

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

### Entering Data:

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

### **Please Note:**

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

### Assistance:

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

### Virginia Housing LIHTC Allocation Staff Contact Information

<b>Name</b>	<b>Email</b>	<b>Phone Number</b>
JD Bondurant	<a href="mailto:jd.bondurant@virginiahousing.com">jd.bondurant@virginiahousing.com</a>	(804) 343-5725
Stephanie Flanders	<a href="mailto:stephanie.flanders@virginiahousing.com">stephanie.flanders@virginiahousing.com</a>	(804) 343-5939
Jonathan Kinsey	<a href="mailto:jonathan.kinsey@virginiahousing.com">jonathan.kinsey@virginiahousing.com</a>	(804) 584-4717
Phil Cunningham	<a href="mailto:phillip.cunningham@virginiahousing.com">phillip.cunningham@virginiahousing.com</a>	(804) 343-5514
Lauren Dillard	<a href="mailto:lauren.dillard@virginiahousing.com">lauren.dillard@virginiahousing.com</a>	(804) 584-4729
Pamela Freeth	<a href="mailto:pamela.swartzenberg-freeth@virginiahousing.com">pamela.swartzenberg-freeth@virginiahousing.com</a>	(804) 343-5563
Jaki Whitehead	<a href="mailto:jaki.whitehead@virginiahousing.com">jaki.whitehead@virginiahousing.com</a>	(804) 343-5861

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

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

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

VHDA TRACKING NUMBER **2023-C-22**

**A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT**

Application Date: **3/14/2023**

1. Development Name: **Somos Phase B-9**

2. Address (line 1): **1750 Old Meadow Road**  
 Address (line 2):  
 City: **McLean** State: **VA** Zip: **22102**

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 **Fairfax 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: **4712.01**

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

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

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

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

11. Development is located in an **Opportunity Zone** (with a binding commitment for funding)..... **FALSE**

(If 9, 10 or 11 are True, **Action:** Provide required form in **TAB K1**)

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

	3%	10%	12%
	TRUE	FALSE	FALSE

**Enter only Numeric Values below:**

13. Congressional District: **11**  
 Planning District: **8**  
 State Senate District: **32**  
 State House District: **35**

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

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

Located walking distance to the McLean Metro Station in Fairfax County. Somos Phase B-9 will be new construction of 102 units of affordable multifamily housing.

VHDA TRACKING NUMBER

2023-C-22

A. GENERAL INFORMATION ABOUT PROPOSED DEVELOPMENT

Application Date:

3/14/2023

16. Local Needs and Support

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

Chief Executive Officer's Name: Jeffrey C. McKay  
 Chief Executive Officer's Title: Chairman of the Board of Supervisors Phone: (703) 324-2321  
 Street Address: 12000 Government Center Parkway  
 City: Fairfax State: VA Zip: 22035

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

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

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

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

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

**B. RESERVATION REQUEST INFORMATION**

**1. Requesting Credits From:**

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

New Construction

or

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

[Redacted]

For Tax Exempt Bonds, where are bonds being issued?

[Redacted]

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

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

Carryforward Allocation

Definitions of types:

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

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

**3. Select Building Allocation type:**

New Construction

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

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

If true, provide name of companion development: Somos Phase B-4

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

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

Total Units within 9% allocation request?	102
Total Units within 4% Tax Exempt allocation Request?	123
<b>Total Units:</b>	<b>225</b>

% of units in 4% Tax Exempt Allocation Request: 54.67%

**6. Extended Use Restriction**

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

**Must Select One:** 30

**Definition of selection:**

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

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

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

**C. OWNERSHIP INFORMATION**

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

**1. Owner Information:**

*Must be an individual or legally formed entity.*

Owner Name: Somos Phase B-9, LLC

Developer Name: SCG Development Partners, LLC

Contact: M/M  Mr. First: Stephen MI: P. Last: Wilson

Address: 8245 Boone Blvd., Suite 640

City: Tysons Corner St.  VA Zip: 22182

Phone: (703) 942-6610 Ext. 210 Fax:

Email address: SPW@scgdevelopment.com

Federal I.D. No. 922400791 (If not available, obtain prior to Carryover Allocation.)

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

Additional Contact: Please Provide Name, Email and Phone number.  
Jennifer Schneider, JLS@scgdevelopment.com, 703-942-6610

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

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

Names **	Phone	Type Ownership	% Ownership
SCG Development Partners, LLC	(703) 942-6610	Managing Member	0.000% <i>needs</i>
Stephen P. Wilson	(703) 942-6610	Member	8.904%
Benjamin D. Mottola	(978) 535-5600	Member	8.904%
John M. Nelson, IV	(978) 535-5600	Member	0.178%
Kyle F. Wolff	(978) 535-5600	Member	8.904%
Jason B. Duguay	(703) 942-6610	Member	3.750%
Linda T. Nguyen		Member	25.000%
Other Corporate Entities as set forth in Org Chart			44.362%
			0.000%
			0.000%
			0.000%
			0.000%
			0.000%

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

**C. OWNERSHIP INFORMATION**

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

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

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

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

**3. Developer Experience:**

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

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

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

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

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

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

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

D. SITE CONTROL

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

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

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

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

1. Type of Site Control by Owner:

Applicant controls site by (select one):

Select Type:  Option

Expiration Date: 11/30/2024

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..... 11/30/2024 .

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: Fairfax County Redevelopment and Housing Authority

Address: 3700 Pender Drive, Suite 100

City: Fairfax St.: VA Zip: 22030

Contact Person: Thomas E. Fleetwood Phone: (703) 246-5280

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

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

1. Tax Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington, DC 20005		
Email:	Ehoffman@kleinhornig.com	Phone:	(202) 926-3404
2. Tax Accountant:	Ashley Bell, CPA	This is a Related Entity.	FALSE
Firm Name:	SC&H Group	DEI Designation?	FALSE
Address:	7900 Westpark Drive, Suite A150, Tysons Corner, VA 22102		
Email:	abell@schgroup.com	Phone:	(410) 793-1818
3. Consultant:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct., Midlothian, VA 23113	Role:	Application Consultant
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7250
4. Management Entity:	Jan Haub	This is a Related Entity.	FALSE
Firm Name:	Paradigm Management II, LP	DEI Designation?	FALSE
Address:	1515 North Courthouse Road, Suite 600, Arlington, VA 22201		
Email:	jhaub@paradigmcos.com	Phone:	(571) 482-5922
5. Contractor:	David Kuncheff	This is a Related Entity.	FALSE
Firm Name:	James G. Davis Construction Corporation	DEI Designation?	FALSE
Address:	12530 Parklawn Drive, Rockville, MD 20852		
Email:	dkuncheff@davisconstruction.com	Phone:	(301) 255-2130
6. Architect:	Joseph S. Saville	This is a Related Entity.	FALSE
Firm Name:	Davis, Carter, Scott, Ltd.	DEI Designation?	FALSE
Address:	8614 Westwood Center Drive, Suite 800, Tysons, VA 22182		
Email:	ssaville@dcsdesign.com	Phone:	(703) 556-9275
7. Real Estate Attorney:	Erik Hoffman	This is a Related Entity.	FALSE
Firm Name:	Klein Hornig LLP	DEI Designation?	FALSE
Address:	1325 G Street NW, Suite 770, Washington, DC 20005		
Email:	Ehoffman@kleinhornig.com	Phone:	(202) 926-3404
8. Mortgage Banker:	Ryne Johnson	This is a Related Entity.	FALSE
Firm Name:	Astoria, LLC	DEI Designation?	FALSE
Address:	3450 Lady Marian Ct.; Midlothian, VA 23113		
Email:	rynejohnson@astoriallc.com	Phone:	(804) 339-7205
9. Other:	Nicole M Wickliffe	This is a Related Entity.	FALSE
Firm Name:	Wickliffe Consulting, LLC	DEI Designation?	TRUE
Address:	7304 Snowden Court, Springfield, VA 22150	Role:	Development Consultant
Email:	nicole@wickliffedc.com	Phone:	(703) 231-5332

**F. REHAB INFORMATION**

**1. Acquisition Credit Information**

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

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

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

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

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

**F. REHAB INFORMATION**

**3. Rehabilitation Credit Information**

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

**b. Minimum Expenditure Requirements**

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

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

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

iv. There are different circumstances for different buildings..... **FALSE**

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

G. NONPROFIT INVOLVEMENT

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

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

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

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

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

A. Nonprofit Involvement (All Applicants)

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

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

B. Type of involvement:

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

or

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

C. Identity of Nonprofit (All nonprofit applicants):

The nonprofit organization involved in this development is: [Yellow box]

Name: [Yellow box]

Contact Person: [Yellow box]

Street Address: [Yellow box]

City: [Yellow box] State: [Yellow box] Zip: [Yellow box]

Phone: [Yellow box] Contact Email: [Yellow box]

G. NONPROFIT INVOLVEMENT

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

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

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

A. TRUE

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

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

Name of qualified nonprofit: [Redacted]

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

Name of Local Housing Authority Fairfax County Redevelopment and Housing Authority

B. FALSE

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

Action: Provide Homeownership Plan (TAB N)

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

**H. STRUCTURE AND UNITS INFORMATION**

**1. General Information**

a. Total number of <b>all</b> units in development	102	bedrooms	214
Total number of <b>rental</b> units in development	102	bedrooms	214
Number of low-income rental units	102	bedrooms	214
Percentage of rental units designated low-income	100.00%		
b. Number of new units:.....	102	bedrooms	214
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.....			121,060.19 <small>(Sq. ft.)</small>
e. Unheated Floor Area (i.e. Breezeways, Balconies, Storage).....			1,218.21 <small>(Sq. ft.)</small>
f. Nonresidential Commercial Floor Area (Not eligible for funding).....			0.00
g. Total Usable Residential Heated Area.....			119,841.98 <small>(Sq. ft.)</small>
h. Percentage of Net Rentable Square Feet Deemed To Be <b>New Rental Space</b> .....			100.00%
i. Exact area of site in acres .....	1.060		
j. Locality has approved a final site plan or plan of development.....			FALSE
If <b>True</b> , Provide required documentation ( <b>TAB O</b> ).			
k. Requirement as of 2016: Site must be properly zoned for proposed development. <b>ACTION:</b> Provide required zoning documentation ( <b>MANDATORY TAB G</b> )			
l. Development is eligible for Historic Rehab credits.....			FALSE

**Definition:**

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

**H. STRUCTURE AND UNITS INFORMATION**

**2. UNIT MIX**

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

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

Unit Type	Average Sq Foot		# of LIHTC Units	Total Rental Units
Supportive Housing	0.00	SF	0	0
1 Story Eff - Elderly	0.00	SF	0	0
1 Story 1BR - Elderly	0.00	SF	0	0
1 Story 2BR - Elderly	0.00	SF	0	0
Eff - Elderly	0.00	SF	0	0
1BR Elderly	0.00	SF	0	0
2BR Elderly	0.00	SF	0	0
Eff - Garden	0.00	SF	0	0
1BR Garden	852.14	SF	16	16
2BR Garden	1136.33	SF	60	60
3BR Garden	1487.18	SF	26	26
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
			102	102

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:..... 8
- d. The development is a scattered site development..... FALSE

e. Commercial Area Intended Use:

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

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

**H. STRUCTURE AND UNITS INFORMATION**

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).	TRUE
If true, # of Elevators.	1
Elevator Type (if known)	Traction machine roomless

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

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

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

l. Describe Community Facilities:	Club room, amenity space, leasing office, outdoor courtyard
-----------------------------------	---

m. Number of Proposed Parking Spaces	92
Parking is shared with another entity	TRUE

n. Development located within 1/2 mile of an existing commuter rail, light rail or subway station or 1/4 mile from existing public bus stop.	TRUE
If <b>True</b> , Provide required documentation ( <b>TAB K3</b> ).	

**H. STRUCTURE AND UNITS INFORMATION**

**5. Plans and Specifications**

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

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

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

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

Project Wide Capture Rate - LIHTC Units	2.10%
Project Wide Capture Rate - Market Units	n/a
Project Wide Capture Rate - All Units	2.10%
Project Wide Absorption Period (Months)	4

**J. ENHANCEMENTS**

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

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

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

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

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

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

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

- |        |  |
|--------|--|
| TRUE   | a. A community/meeting room with a minimum of 749 square feet is provided.   |
| 50.44% | b1. Percentage of brick covering the exterior walls.   |
| 49.39% | b2. Percentage of Fiber Cement Board or other similar low-maintenance material approved by the Authority covering exterior walls. Community buildings are to be included in percentage calculations. |
| TRUE   | c. Water expense is sub-metered (the tenant will pay monthly or bi-monthly bill).  |
| TRUE   | d. All faucets, toilets and showerheads in each bathroom are WaterSense labeled products.  |
| FALSE  | e. Rehab Only: Each unit is provided with the necessary infrastructure for high-speed internet/broadband service.  |
|        | f. <i>Not applicable for 2022 Cycles</i>   |
| FALSE  | g. Each unit is provided free individual high speed internet access.   |
|        | or   |
| TRUE   | h. Each unit is provided free individual WiFi access.  |
| TRUE   | i. Full bath fans are wired to primary light with delayed timer or has continuous exhaust by ERV/DOAS.   |
|        | or   |
| FALSE  | j. Full bath fans are equipped with a humidistat.  |
| TRUE   | k. Cooking surfaces are equipped with fire prevention features   |
|        | or   |
| FALSE  | l. Cooking surfaces are equipped with fire suppression features.   |
| FALSE  | m. Rehab only: Each unit has dedicated space, drain and electrical hook-ups to accept a permanently installed dehumidification system.   |
|        | or   |
| TRUE   | n. All Construction types: each unit is equipped with a permanent dehumidification system.   |
| TRUE   | o. All interior doors within units are solid core.   |
| TRUE   | p. Every kitchen, living room and bedroom contains, at minimum, one USB charging port.   |
| TRUE   | q. All kitchen light fixtures are LED and meet MDCR lighting guidelines.   |
| 0%     | r. Percentage of development's on-site electrical load that can be met by a renewable energy electric system   |

**J. ENHANCEMENTS**

(for the benefit of the tenants)

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

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

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

**2. Green Certification**

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

The applicant will also obtain one of the following:

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

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

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

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

- |                                |                                     |                                |                         |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|
| <input type="checkbox"/> FALSE | Zero Energy Ready Home Requirements | <input type="checkbox"/> FALSE | Passive House Standards |
|--------------------------------|-------------------------------------|--------------------------------|-------------------------|

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

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

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

11% of Total Rental Units

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

Utilities	Enter Allowances by Bedroom Size				
	0-BR	1-BR	2-BR	3-BR	4-BR
Heating	0	14	16	19	0
Air Conditioning	0	6	8	9	0
Cooking	0	5	7	8	0
Lighting	0	22	26	31	0
Hot Water	0	13	15	18	0
Water	0	15	20	25	0
Sewer	0	32	43	54	0
Trash	0	0	0	0	0
Total utility allowance for costs paid by tenant	\$0	\$107	\$135	\$164	\$0

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

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

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

**K. SPECIAL HOUSING NEEDS**

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

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

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

**FALSE**

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

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

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

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

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

**TRUE**

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

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

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

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

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

**FALSE**

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

**FALSE**

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

**TRUE**

Supportive Housing (as described in the Tax Credit Manual)

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

K. SPECIAL HOUSING NEEDS

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

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

3. Leasing Preferences

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

Organization which holds waiting list: Fairfax County Redevelopment and Housing Authority

Contact person: Thomas E. Fleetwood

Title: Director

Phone Number: (703) 246-5280

Action: Provide required notification documentation (TAB L)

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

c. Specify the number of low-income units that will serve individuals and families with children by providing three or more bedrooms: 26
% of total Low Income Units 25%

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

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

4. Target Population Leasing Preference

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

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

First Name: Jeannie

Last Name: Cummins Eisenhour

**K. SPECIAL HOUSING NEEDS**

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Phone Number: (804) 836-4308

Email: j.cummins@dbhds.virginia.gov

**K. SPECIAL HOUSING NEEDS**

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

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

**6. Rental Assistance**

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

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

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

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

**FALSE**

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

d. Number of units receiving assistance:

How many years in rental assistance contract?

Expiration date of contract:

There is an Option to Renew.....  **TRUE**

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

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

**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	7.84%	30% Area Median
26	25.49%	40% Area Median
26	25.49%	50% Area Median
0	0.00%	60% Area Median
42	41.18%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
102	100.00%	<b>Total</b>

Rent Levels		
# of Units	% of Units	
0	0.00%	20% Area Median
8	7.84%	30% Area Median
26	25.49%	40% Area Median
26	25.49%	50% Area Median
0	0.00%	60% Area Median
42	41.18%	70% Area Median
0	0.00%	80% Area Median
0	0.00%	Market Units
102	100.00%	<b>Total</b>

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

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

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

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

	Unit Type (Select One)	Rent Target (Select One)	Number of Units	# of Units 504 compliant	Net Rentable Square Feet	Monthly Rent Per Unit	Total Monthly Rent
Mix 1	1 BR - 1 Bath	50% AMI	10	0	545.45	\$1,228.02	\$12,280
Mix 2	1 BR - 1 Bath	70% AMI	2	2	595.83	\$1,762.02	\$3,524
Mix 3	1 BR - 1 Bath	70% AMI	4	0	581.96	\$1,762.02	\$7,048
Mix 4	2 BR - 2 Bath	40% AMI	4	0	845.00	\$1,787.50	\$7,150
Mix 5	2 BR - 2 Bath	40% AMI	10	0	845.00	\$1,145.59	\$11,456
Mix 6	2 BR - 2 Bath	40% AMI	6	0	828.16	\$1,145.59	\$6,874
Mix 7	2 BR - 2 Bath	40% AMI	2	0	838.97	\$1,145.59	\$2,291
Mix 8	2 BR - 2 Bath	50% AMI	5	0	838.97	\$1,465.59	\$7,328
Mix 9	2 BR - 2 Bath	50% AMI	11	0	828.54	\$1,465.59	\$16,121
Mix 10	2 BR - 2 Bath	70% AMI	13	0	818.04	\$2,105.59	\$27,373
Mix 11	2 BR - 2 Bath	70% AMI	1	0	843.81	\$2,105.59	\$2,106
Mix 12	2 BR - 2 Bath	70% AMI	6	6	845.11	\$2,105.59	\$12,634

L. UNIT DETAILS

Mix 11	2 BR - 2 Bath	70% AMI	1	0	843.81	\$2,105.59	\$2,106
Mix 12	2 BR - 2 Bath	70% AMI	6	6	845.11	\$2,105.59	\$12,634
Mix 13	2 BR - 2 Bath	70% AMI	2	0	755.56	\$2,105.59	\$4,211
Mix 14	3 BR - 2 Bath	40% AMI	4	0	1167.61	\$2,261.00	\$9,044
Mix 15	3 BR - 2 Bath	30% AMI	3	3	1185.45	\$946.13	\$2,838
Mix 16	3 BR - 2 Bath	30% AMI	5	0	1179.76	\$946.13	\$4,731
Mix 17	3 BR - 2 Bath	70% AMI	2	0	1179.76	\$2,426.13	\$4,852
Mix 18	3 BR - 2 Bath	70% AMI	7	0	1146.97	\$2,426.13	\$16,983
Mix 19	3 BR - 2 Bath	70% AMI	3	0	1187.28	\$2,426.13	\$7,278
Mix 20	3 BR - 2 Bath	70% AMI	2	0	1150.51	\$2,426.13	\$4,852
Mix 21							\$0
Mix 22							\$0
Mix 23							\$0
Mix 24							\$0
Mix 25							\$0
Mix 26							\$0
Mix 27							\$0
Mix 28							\$0
Mix 29							\$0
Mix 30							\$0
Mix 31							\$0
Mix 32							\$0
Mix 33							\$0
Mix 34							\$0
Mix 35							\$0
Mix 36							\$0
Mix 37							\$0
Mix 38							\$0
Mix 39							\$0
Mix 40							\$0
Mix 41							\$0
Mix 42							\$0
Mix 43							\$0
Mix 44							\$0
Mix 45							\$0
Mix 46							\$0
Mix 47							\$0
Mix 48							\$0
Mix 49							\$0
Mix 50							\$0
Mix 51							\$0
Mix 52							\$0
Mix 53							\$0
Mix 54							\$0
Mix 55							\$0
Mix 56							\$0
Mix 57							\$0
Mix 58							\$0
Mix 59							\$0
Mix 60							\$0
Mix 61							\$0
Mix 62							\$0
Mix 63							\$0
Mix 64							\$0
Mix 65							\$0

**L. UNIT DETAILS**

Mix 66							\$0
Mix 67							\$0
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
<b>TOTALS</b>			102	11			\$170,974

<b>Total Units</b>	<b>102</b>	<b>Net Rentable SF:</b>	<b>TC Units</b>	<b>89,196.56</b>
			<b>MKT Units</b>	<b>0.00</b>
			<b>Total NR SF:</b>	<b>89,196.56</b>

<b>Floor Space Fraction (to 7 decimals)</b>	<b>100.00000%</b>
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**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$306,000
39. Payroll Taxes	\$13,954
40. Miscellaneous Taxes/Licenses/Permits	\$12,076
41. Property & Liability Insurance	\$2,550
42. Fidelity Bond	\$0
43. Workman's Compensation	\$12,852
44. Health Insurance & Employee Benefits	\$18,360
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$365,792</b>

<b>Total Operating Expense</b>	<b>\$890,318</b>
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<b>Total Operating Expenses Per Unit</b>	<u>\$8,729</u>	<b>C. Total Operating Expenses as % of EGI</b>	<u>46.66%</u>
--	----------------	--	---------------

<b>Replacement Reserves (Total # Units X \$300 or \$250 New Const. Elderly Minimum)</b>	<b>\$25,500</b>
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<b>Total Expenses</b>	<b>\$915,818</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.

**N. PROJECT SCHEDULE**

ACTIVITY	ACTUAL OR ANTICIPATED DATE	NAME OF RESPONSIBLE PERSON
<b>1. SITE</b>		
a. Option/Contract	12/21/2022	Stephen Wilson
b. Site Acquisition	2/15/2024	Stephen Wilson
c. Zoning Approval	10/11/2022	Jennifer Schneider
d. Site Plan Approval	5/26/2023	Jennifer Schneider
<b>2. Financing</b>		
<b>a. Construction Loan</b>		
i. Loan Application	7/1/2023	Jennifer Schneider
ii. Conditional Commitment	10/28/2023	Jennifer Schneider
iii. Firm Commitment	12/15/2023	Jennifer Schneider
<b>b. Permanent Loan - First Lien</b>		
i. Loan Application	7/1/2023	Jennifer Schneider
ii. Conditional Commitment	10/28/2023	Jennifer Schneider
iii. Firm Commitment	12/15/2023	Jennifer Schneider
<b>c. Permanent Loan-Second Lien</b>		
i. Loan Application	6/14/2021	Charles Margolis
ii. Conditional Commitment	10/1/2021	Charles Margolis
iii. Firm Commitment	3/10/2023	Charles Margolis
<b>d. Other Loans &amp; Grants</b>		
i. Type & Source, List	Housing Blueprint	FCRHA
ii. Application	12/15/2021	Charles Margolis
iii. Award/Commitment	8/2/2022	FCRHA
<b>2. Formation of Owner</b>	2/6/2023	Stephen Wilson
<b>3. IRS Approval of Nonprofit Status</b>	n/a	n/a
<b>4. Closing and Transfer of Property to Owner</b>	2/15/2024	Stephen Wilson
<b>5. Plans and Specifications, Working Drawings</b>	7/1/2023	Jennifer Schneider
<b>6. Building Permit Issued by Local Government</b>	9/12/2023	Jennifer Schneider
<b>7. Start Construction</b>	2/15/2024	Jennifer Schneider
<b>8. Begin Lease-up</b>	3/15/2026	Jennifer Schneider
<b>9. Complete Construction</b>	3/15/2026	Jennifer Schneider
<b>10. Complete Lease-Up</b>	3/15/2027	Jennifer Schneider
<b>11. Credit Placed in Service Date</b>	3/15/2026	Jennifer Schneider

**O. PROJECT BUDGET - HARD COSTS**

**Cost/Basis/Maximum Allowable Credit**

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

Complete cost column and basis column(s) as appropriate

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

Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>1. Contractor Cost</b>				
a. Unit Structures (New)	25,568,719	0	0	25,568,719
b. Unit Structures (Rehab)	0	0	0	0
c. Non Residential Structures	0	0	0	0
d. Commercial Space Costs	0	0	0	0
e. Structured Parking Garage	0	0	0	0
<b>Total Structure</b>	25,568,719	0	0	25,568,719
f. Earthwork		0	0	0
g. Site Utilities	893,612	0	0	893,612
h. Renewable Energy	0	0	0	0
i. Roads & Walks	483,381	0	0	483,381
j. Site Improvements	93,341	0	0	93,341
k. Lawns & Planting	318,664	0	0	318,164
l. Engineering	98,406	0	0	98,406
m. Off-Site Improvements	0	0	0	0
n. Site Environmental Mitigation	0	0	0	0
o. Demolition	122,501	0	0	0
p. Site Work	332,200	0	0	332,200
q. Other Site work	0	0	0	0
<b>Total Land Improvements</b>	2,342,105	0	0	2,219,104
<b>Total Structure and Land</b>	27,910,824	0	0	27,787,823
r. General Requirements	500,348	0	0	500,348
s. Builder's Overhead ( 7.0% Contract)	1,960,373	0	0	1,960,373
t. Builder's Profit ( 4.7% Contract)	1,322,293	0	0	1,322,293
u. Bonds	203,291	0	0	203,291
v. Building Permits	0	0	0	0
w. Special Construction	0	0	0	0
x. Special Equipment	0	0	0	0
y. Other 1: Cost Cert / Insurance	402,650	0	0	402,650
z. Other 2: Sub Default Ins / Tax	393,609	0	0	393,609
aa. Other 3: Latent Defect LOC	10,711	0	0	10,711
<b>Contractor Costs</b>	<b>\$32,704,099</b>	<b>\$0</b>	<b>\$0</b>	<b>\$32,581,098</b>

**O. PROJECT BUDGET - OWNER COSTS**

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

MUST USE WHOLE NUMBERS ONLY!  Item	(A) Cost	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):		
		"30% Present Value Credit"		(D)
		(B) Acquisition	(C) Rehab/ New Construction	"70 % Present Value Credit"
<b>2. Owner Costs</b>				
a. Building Permit	206,184	0	0	206,184
b. Architecture/Engineering Design Fee \$9,694 /Unit)	988,746	0	0	988,746
c. Architecture Supervision Fee \$1,516 /Unit)	154,638	0	0	154,638
d. Tap Fees	2,389,860	0	0	2,389,860
e. Environmental	12,000	0	0	12,000
f. Soil Borings	18,744	0	0	18,744
g. Green Building (Earthcraft, LEED, etc.)	25,000	0	0	25,000
h. Appraisal	12,000	0	0	12,000
i. Market Study	12,000	0	0	12,000
j. Site Engineering / Survey	20,000	0	0	20,000
k. Construction/Development Mgt	197,583	0	0	197,583
l. Structural/Mechanical Study	0	0	0	0
m. Construction Loan Origination Fee	0	0	0	0
n. Construction Interest ( 5.9% for 28 months)	2,685,000	0	0	2,013,750
o. Taxes During Construction	140,580	0	0	105,435
p. Insurance During Construction	140,580	0	0	140,580
q. Permanent Loan Fee ( 0.0% )	673,125	0	0	0
r. Other Permanent Loan Fees	0	0	0	0
s. Letter of Credit	0	0	0	0
t. Cost Certification Fee	0	0	0	0
u. Accounting	25,000	0	0	12,500
v. Title and Recording	285,000	0	0	142,500
w. Legal Fees for Closing	462,730	0	0	231,365
x. Mortgage Banker	0	0	0	0
y. Tax Credit Fee	220,625			
z. Tenant Relocation	0	0	0	0
aa. Fixtures, Furnitures and Equipment	250,000	0	0	250,000
ab. Organization Costs	0	0	0	0
ac. Operating Reserve	0	0	0	0
ad. Contingency	3,504,710	0	0	3,504,710
ae. Security	0	0	0	0
af. Utilities	0	0	0	0

**O. PROJECT BUDGET - OWNER COSTS**

ag. Servicing Reserve	0			
(1) Other* specify:		0	0	0
(2) Other* specify: Landscape Arch/Testing and	145,266	0	0	145,266
(3) Other* specify: Proffers	1,007,490	0	0	1,007,490
(4) Other* specify: Other Third Parties	15,000	0	0	15,000
(5) Other * specify: Amazon Orig./3rd Parties	119,220	0	0	0
(6) Other* specify: Amazon Int. During Const.	436,000	0	0	436,000
(7) Other* specify: LIHTC Syndication Legal	50,000	0	0	0
(8) Other* specify: Marketing	70,000	0	0	0
(9) Other* specify: Debt Service/Op Reserve	919,767	0	0	0
<b>Owner Costs Subtotal (Sum 2A..2(10))</b>	<b>\$15,186,848</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,041,351</b>
<b>Subtotal 1 + 2</b> (Owner + Contractor Costs)	<b>\$47,890,947</b>	<b>\$0</b>	<b>\$0</b>	<b>\$44,622,449</b>
<b>3. Developer's Fees</b> <b>Action:</b> Provide Developer Fee Agreement (Tab A)	<b>3,000,000</b>	<b>0</b>	<b>0</b>	<b>3,000,000</b>
<b>4. Owner's Acquisition Costs</b>				
Land	10			
Existing Improvements	0	0		
Subtotal 4:	\$10	\$0		
<b>5. Total Development Costs</b> Subtotal 1+2+3+4:	<b>\$50,890,957</b>	<b>\$0</b>	<b>\$0</b>	<b>\$47,622,449</b>

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

(Provide documentation at **Tab E**)

\$0	Land
\$0	Building
<b>\$4,261,277</b>	

**Maximum Developer Fee:**

Proposed Development's Cost per Sq Foot	\$420	<b>Meets Limits</b>
Applicable Cost Limit by Square Foot:	\$497	
Proposed Development's Cost per Unit	\$498,931	<b>Meets Limits</b>
Applicable Cost Limit per Unit:	\$533,792	

**P. ELIGIBLE BASIS CALCULATION**

Item	Amount of Cost up to 100% Includable in Eligible Basis--Use Applicable Column(s):			
	(A) Cost	"30 % Present Value Credit"		(D) "70 % Present Value Credit"
		(B) Acquisition	(C) Rehab/ New Construction	
<b>1. Total Development Costs</b>	50,890,957	0	0	47,622,449

**2. Reductions in Eligible Basis**

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

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

0	0	47,622,449
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**4. Adjustment(s) to Eligible Basis (For non-acquisition costs in eligible basis)**

a. For QCT or DDA (Eligible Basis x 30%) <i>State Designated Basis Boosts:</i>	0	0
b. For Revitalization or Supportive Housing (Eligible Basis x 30%)	0	14,286,735
c. For Green Certification (Eligible Basis x 10%)		0
<b>Total Adjusted Eligible basis</b>	0	61,909,184

**5. Applicable Fraction**

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

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

0	0	61,909,184
---	---	------------

**7. Applicable Percentage**

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

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

**8. Maximum Allowable Credit under IRC §42**  
(Qualified Basis x Applicable Percentage)

\$0	\$0	\$5,571,827
-----	-----	-------------

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

\$5,571,827	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			\$26,000,000	
2.				
3.				
Total Construction Funding:			\$26,000,000	

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

Source of Funds	Date of Application	Date of Commitment	Amount of Funds <i>(Whole Numbers only)</i>	Annual Debt Service Cost	Interest Rate of Loan	Amortization Period <i>IN YEARS</i>	Term of Loan <i>(years)</i>
1. Virginia Housing REACH			\$2,000,000	\$88,110	1.95%	30	30
2. Virginia Housing REACH			\$4,500,000	\$226,213	2.95%	30	30
3. Virginia Housing Taxable Loan			\$7,110,735	\$544,960	6.60%	30	30
4. Amazon Housing Equity Fund		3/3/2023	\$6,922,000				
5. FCRHA Housing Blueprint Loan		3/10/2023	\$506,290				
6. Accrued Soft Interest			\$436,000				
7.							
8.							
9.							
10.							
Total Permanent Funding:			\$21,475,025	\$859,283			

**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.	Below-Market Ground Lease	12/21/2022	\$5,233,549
2.	Amazon Housing Equity Fund	3/3/2023	\$5,201,451
3.			
4.			
5.			
Total Subsidized Funding			\$10,435,000

**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	\$0
g.	HOME Funds	\$0
h.	Choice Neighborhood	\$0
i.	National Housing Trust Fund	\$0
j.	Virginia Housing Trust Fund	\$0
k.	Other:	\$0
l.	Other:	\$0

Market-Rate Loans

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

Grants\*

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

Grants

c.	State	
d.	Local	
e.	Other:	

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

**Q. SOURCES OF FUNDS**

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

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

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

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

[Empty text box for listing financing and credit enhancements]

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

a. **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 for the greater of 5 or 10% of the units in the development.

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

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

**R. EQUITY**

**1. Equity**

a. Portion of Syndication Proceeds Attributable to Historic Tax Credit					
Amount of Federal historic credits	\$0	x Equity \$	\$0.000	=	\$0
Amount of Virginia historic credits	\$0	x Equity \$	\$0.000	=	\$0

b. Equity that Sponsor will Fund:

i. Cash Investment	\$0	
ii. Contributed Land/Building	\$0	
iii. Deferred Developer Fee	\$550,926	(Note: Deferred Developer Fee cannot be negative.)
iv. Other:	\$0	

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

**Equity Total** \$550,926

**2. Equity Gap Calculation**

a. Total Development Cost	\$50,890,957
b. Total of Permanent Funding, Grants and Equity	- \$22,025,951
c. Equity Gap	\$28,865,006
d. Developer Equity	- \$28,866
e. Equity gap to be funded with low-income tax credit proceeds	\$28,836,140

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

a. Actual or Anticipated Name of Syndicator:	▶ Stratford Capital Group		
Contact Person:	Miles M. Haggood, III	Phone:	(978) 535-5600
Street Address:	100 Corporate Place, Suite 404		
City:	Peabody	State:	MA
		Zip:	01960

b. Syndication Equity

i. Anticipated Annual Credits	\$3,137,500.00
ii. Equity Dollars Per Credit (e.g., \$0.85 per dollar of credit)	\$0.920
iii. Percent of ownership entity (e.g., 99% or 99.9%)	99.90000%
iv. Syndication costs not included in Total Development Costs (e.g., advisory fees)	\$0
v. Net credit amount anticipated by user of credits	\$3,134,363
vi. Total to be paid by anticipated users of credit (e.g., limited partners)	\$28,836,140

c. Syndication:	Private
d. Investors:	Corporate

**4. Net Syndication Amount**

Which will be used to pay for Total Development Costs \$28,836,140

**5. Net Equity Factor**

Must be equal to or greater than 85% 92.0000159522%

**S. DETERMINATION OF RESERVATION AMOUNT NEEDED**

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

1. Total Development Costs		<u>\$50,890,957</u>
2. Less Total of Permanent Funding, Grants and Equity	-	<u>\$22,025,951</u>
3. Equals Equity Gap		<u>\$28,865,006</u>
4. Divided by Net Equity Factor (Percent of 10-year credit expected to be raised as equity investment)		<u>92.0000159522%</u>
5. Equals Ten-Year Credit Amount Needed to Fund Gap		<u>\$31,375,001</u>
Divided by ten years		<u>10</u>
6. Equals Annual Tax Credit Required to Fund the Equity Gap		<u>\$3,137,500</u>
7. Maximum Allowable Credit Amount (from Eligible Basis Calculation)		<u>\$5,571,827</u>
8. Requested Credit Amount	For 30% PV Credit:	<u>\$0</u>
	For 70% PV Credit:	<u>\$3,137,500</u>
Credit per LI Units	<u>\$30,759.8039</u>	
Credit per LI Bedroom	<u>\$14,661.2150</u>	
	<b>Combined 30% &amp; 70% PV Credit Requested</b>	<b>\$3,137,500</b>

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

**T. CASH FLOW**

**1. Revenue**

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

Total Monthly Rental Income for LIHTC Units		\$170,974
Plus Other Income Source (list):	<input type="text"/>	\$0
Equals Total Monthly Income:		\$170,974
Twelve Months		x12
Equals Annual Gross Potential Income		\$2,051,688
Less Vacancy Allowance	7.0%	\$143,618
<b>Equals Annual Effective Gross Income (EGI) - Low Income Units</b>		<b>\$1,908,070</b>

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

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

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

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

a. Annual EGI Low-Income Units	\$1,908,070
b. Annual EGI Market Units	\$0
c. Total Effective Gross Income	\$1,908,070
d. Total Expenses	\$915,818
e. Net Operating Income	\$992,252
f. Total Annual Debt Service	\$859,283
g. Cash Flow Available for Distribution	\$132,969

**T. CASH FLOW**

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

	<b>Stabilized Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Eff. Gross Income</b>	1,908,070	1,946,231	1,985,156	2,024,859	2,065,356
<b>Less Oper. Expenses</b>	915,818	943,293	971,591	1,000,739	1,030,761
<b>Net Income</b>	992,252	1,002,939	1,013,565	1,024,120	1,034,595
<b>Less Debt Service</b>	859,283	859,283	859,283	859,283	859,283
<b>Cash Flow</b>	132,969	143,656	154,282	164,837	175,312
<b>Debt Coverage Ratio</b>	1.15	1.17	1.18	1.19	1.20

	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
<b>Eff. Gross Income</b>	2,106,663	2,148,797	2,191,772	2,235,608	2,280,320
<b>Less Oper. Expenses</b>	1,061,684	1,093,535	1,126,341	1,160,131	1,194,935
<b>Net Income</b>	1,044,979	1,055,262	1,065,432	1,075,477	1,085,385
<b>Less Debt Service</b>	859,283	859,283	859,283	859,283	859,283
<b>Cash Flow</b>	185,696	195,979	206,149	216,194	226,102
<b>Debt Coverage Ratio</b>	1.22	1.23	1.24	1.25	1.26

	<b>Year 11</b>	<b>Year 12</b>	<b>Year 13</b>	<b>Year 14</b>	<b>Year 15</b>
<b>Eff. Gross Income</b>	2,325,926	2,372,445	2,419,894	2,468,292	2,517,658
<b>Less Oper. Expenses</b>	1,230,783	1,267,706	1,305,737	1,344,910	1,385,257
<b>Net Income</b>	1,095,144	1,104,739	1,114,156	1,123,382	1,132,401
<b>Less Debt Service</b>	859,283	859,283	859,283	859,283	859,283
<b>Cash Flow</b>	235,861	245,456	254,873	264,099	273,118
<b>Debt Coverage Ratio</b>	1.27	1.29	1.30	1.31	1.32

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: <b>DO NOT use the CUT feature</b> <b>DO NOT SKIP LINES BETWEEN BUILDINGS</b>					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
		Street Address 1	Street Address 2	City	State	Zip														
1.		102	0	1750 Old Meadow Road		McLean	VA	22102				\$0				\$0	\$61,909,184	03/15/26	9.00%	\$5,571,827
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

102 0 If development has more than 35 buildings, contact Virginia Housing.

Totals from all buildings

\$0

\$0

\$0

\$0

\$61,909,184

\$5,571,827

Number of BINS: 1

**V. STATEMENT OF OWNER**

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The undersigned hereby acknowledges the following:

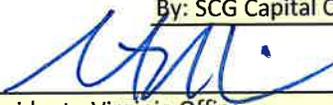
1. that, to the best of its knowledge and belief, all factual information provided herein or in connection herewith is true and correct, and all estimates are reasonable.
2. that it will at all times indemnify and hold harmless Virginia Housing and its assigns against all losses, costs, damages, Virginia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

V. STATEMENT OF OWNER

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

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

Legal Name of Owner: Somos Phase B-9, LLC  
 (see next page for full signagure block)  
 By: SCG Capital Corp.

By:   
 Its: President - Virginia Office  
 (Title)

**SOMOS PHASE B-9, LLC,**  
a Virginia limited liability company

By: Somos Phase B-9 MM, LLC,  
a Virginia limited liability company,  
its managing member

By: SCG Development Partners, LLC,  
a Delaware limited liability company  
its managing member

By: SCG Development Manager, LLC,  
a Delaware limited liability company  
its managing member

By: SCG Capital Corp.,  
a Delaware nonstock corporation  
its sole member

By:   
Name: Stephen P. Wilson  
Title: President – Virginia Office

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:	Joseph Steven Saville
Virginia License#:	0401012654
Architecture Firm or Company:	Davis, Carter, Scott, Ltd.

By: 

Its: Project Director (Title)

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

W.

## LIHTC SELF SCORE SHEET

### Self Scoring Process

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

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

**MANDATORY ITEMS:**

	Included		Score
a. Signed, completed application with attached tabs in PDF format	Y	Y or N	0
b. Active Excel copy of application	Y	Y or N	0
c. Partnership agreement	Y	Y or N	0
d. SCC Certification	Y	Y or N	0
e. Previous participation form	Y	Y or N	0
f. Site control document	Y	Y or N	0
g. RESNET Certification	Y	Y or N	0
h. Attorney's opinion	Y	Y or N	0
i. Nonprofit questionnaire (if applicable)	Y	Y, N, N/A	0
j. Appraisal	Y	Y or N	0
k. Zoning document	Y	Y or N	0
l. Universal Design Plans	Y	Y or N	0
m. List of LIHTC Developments (Schedule A)	Y	Y or N	0
<b>Total:</b>			<b>0.00</b>

**1. READINESS:**

a. Virginia Housing notification letter to CEO (via Locality Notification Information App)	Y	0 or -50	0.00
b. Local CEO Opposition Letter	N	0 or -25	0.00
c. Plan of development	N	0 to 10	0.00
d. Location in a revitalization area based on Qualified Census Tract	N	0 or 10	0.00
e. Location in a revitalization area with resolution	Y	0 or 15	15.00
f. Location in a Opportunity Zone	N	0 or 15	0.00
<b>Total:</b>			<b>15.00</b>

**2. HOUSING NEEDS CHARACTERISTICS:**

a. Sec 8 or PHA waiting list preference	Y	0 or up to 5	5.00
b. Existing RD, HUD Section 8 or 236 program	N	0 or 20	0.00
c. Subsidized funding commitments	20.50%	Up to 40	40.00
d. Tax abatement on increase of property's value	N	0 or 5	0.00
e. New project based rental subsidy (HUD or RD)	N	0 or 10	0.00
f. Census tract with <12% poverty rate	3%	0, 20, 25 or 30	30.00
g. Development provided priority letter from Rural Development	N	0 or 15	0.00
h. Dev. located in area with increasing rent burdened population	Y	Up to 20	20.00
<b>Total:</b>			<b>95.00</b>

3. DEVELOPMENT CHARACTERISTICS:

a. Enhancements (See calculations below)			79.76
b. Project subsidies/HUD 504 accessibility for 5 or 10% of units	N	0 or 50	0.00
or c. HUD 504 accessibility for 10% of units	Y	0 or 20	20.00
d. Provides approved resident services or eligible childcare services	Y	0 or 15	15.00
e. Provides telephonic or virtual health services	Y	0 or 15	15.00
f. Proximity to public transportation (within Northern VA or Tidewater)	Y20	0, 10 or 20	20.00
g. Development will be Green Certified	Y	0 or 10	10.00
h. Units constructed to meet Virginia Housing's Universal Design standards	11%	Up to 15	1.62
i. Developments with less than 100 low income units	N	up to 20	0.00
j. Historic Structure eligible for Historic Rehab Credits	N	0 or 5	0.00
Total:			161.38

4. TENANT POPULATION CHARACTERISTICS:

Locality AMI	State AMI
\$142,300	\$71,300

a. Less than or equal to 20% of units having 1 or less bedrooms	Y	0 or 15	15.00
b. <plus> Percent of Low Income units with 3 or more bedrooms	25.49%	Up to 15	15.00
c. Units with rent and income at or below 30% of AMI and are not subsidized (up to 10% of LI units)	7.84%	Up to 10	7.84
d. Units with rents at or below 40% of AMI (up to 10% of LI units)	33.33%	Up to 10	10.00
e. Units with rent and income at or below 50% of AMI	58.82%	Up to 50	50.00
f. Units with rents at or below 50% rented to tenants at or below 60% of AMI	58.82%	Up to 25	0.00
or g. Units in LI Jurisdictions with rents <= 50% rented to tenants with <= 60% of AMI	58.82%	Up to 50	0.00
Total:			97.84

5. SPONSOR CHARACTERISTICS:

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

6. EFFICIENT USE OF RESOURCES:

a. Credit per unit		Up to 200	145.63
b. Cost per unit		Up to 100	30.84
Total:			176.47

7. BONUS POINTS:

a. Extended compliance	0 Years	40 or 50	0.00
or b. Nonprofit or LHA purchase option	Y	0 or 60	60.00
or c. Nonprofit or LHA Home Ownership option	N	0 or 5	0.00
d. Combined 9% and 4% Tax Exempt Bond Site Plan	Y	Up to 30	30.00
e. RAD or PHA Conversion participation and competing in Local Housing Authority pool	N	0 or 10	0.00
f. Team member with Diversity, Equity and Inclusion Designation	Y	0 or 5	5.00
g. Commitment to electronic payment of fees	Y	0 or 5	5.00
Total:			100.00

400 Point Threshold - all 9% Tax Credits

**TOTAL SCORE: 665.69**

300 Point Threshold - Tax Exempt Bonds

**Enhancements:**

All units have:

	Max Pts	Score
a. Community Room	5	5.00
b. Exterior walls constructed with brick and other low maintenance materials	40	39.76
c. Sub metered water expense	5	5.00
d. Watersense labeled faucets, toilets and showerheads	3	0.00
e. Rehab only: Infrastructure for high speed internet/broadband	1	0.00
f. N/A for 2022	0	0.00
g. Each unit provided free individual high speed internet access	10	0.00
h. Each unit provided free individual WiFi	12	12.00
i. Bath Fan - Delayed timer or continuous exhaust	3	3.00
j. Baths equipped with humidistat	3	0.00
k. Cooking Surfaces equipped with fire prevention features	4	4.00
l. Cooking surfaces equipped with fire suppression features	2	0.00
m. Rehab only: dedicated space to accept permanent dehumidification system	2	0.00
n. Provides Permanently installed dehumidification system	5	5.00
o. All interior doors within units are solid core	3	3.00
p. USB in kitchen, living room and all bedrooms	1	1.00
q. LED Kitchen Light Fixtures	2	2.00
r. % of renewable energy electric systems	10	0.00
s. New Construction: Balcony or patio	4	0.00
		79.76

All elderly units have:

t. Front-control ranges	1	0.00
u. Independent/suppl. heat source	1	0.00
v. Two eye viewers	1	0.00
w. Shelf or Ledge at entrance within interior hallway	2	0.00
		0.00

**Total amenities: 79.76**

X.

## Development Summary

**Summary Information**

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

**Deal Name:** Somos Phase B-9

<b>Cycle Type:</b> 9% Tax Credits	<b>Requested Credit Amount:</b> \$3,137,500
<b>Allocation Type:</b> New Construction	<b>Jurisdiction:</b> Fairfax County
<b>Total Units:</b> 102	<b>Population Target:</b> General
<b>Total LI Units:</b> 102	
<b>Project Gross Sq Ft:</b> 121,060.19	<b>Owner Contact:</b> Stephen Wilson
<b>Green Certified?</b> TRUE	

<b>Total Score</b> <b>665.69</b>
-------------------------------------

Source of Funds	Amount	Per Unit	Per Sq Ft	Annual Debt Service
Permanent Financing	\$21,475,025	\$210,539	\$177	\$859,283
Grants	\$0	\$0		
Subsidized Funding	\$10,435,000	\$102,304		

Uses of Funds - Actual Costs				
Type of Uses	Amount	Per Unit	Sq Ft	% of TDC
Improvements	\$27,910,824	\$273,636	\$231	54.84%
General Req/Overhead/Profit	\$3,783,014	\$37,088	\$31	7.43%
Other Contract Costs	\$1,010,261	\$9,905	\$8	1.99%
Owner Costs	\$15,186,848	\$148,891	\$125	29.84%
Acquisition	\$10	\$0	\$0	0.00%
Developer Fee	\$3,000,000	\$29,412	\$25	5.89%
<b>Total Uses</b>	<b>\$50,890,957</b>	<b>\$498,931</b>		

Total Development Costs	
Total Improvements	\$47,890,947
Land Acquisition	\$10
Developer Fee	\$3,000,000
<b>Total Development Costs</b>	<b>\$50,890,957</b>

<b>Proposed Cost Limit/Sq Ft:</b>	\$420
<b>Applicable Cost Limit/Sq Ft:</b>	\$497
<b>Proposed Cost Limit/Unit:</b>	\$498,931
<b>Applicable Cost Limit/Unit:</b>	\$533,792

Income		
Gross Potential Income - LI Units		\$2,051,688
Gross Potential Income - Mkt Units		\$0
Subtotal		\$2,051,688
Less Vacancy %	7.00%	\$143,618
<b>Effective Gross Income</b>		<b>\$1,908,070</b>

**Rental Assistance?** TRUE

Expenses		
Category	Total	Per Unit
Administrative	\$196,391	\$1,925
Utilities	\$63,751	\$625
Operating & Maintenance	\$264,384	\$2,592
Taxes & Insurance	\$365,792	\$3,586
<b>Total Operating Expenses</b>	<b>\$890,318</b>	<b>\$8,729</b>
Replacement Reserves	\$25,500	\$250
<b>Total Expenses</b>	<b>\$915,818</b>	<b>\$8,979</b>

Cash Flow	
EGI	\$1,908,070
Total Expenses	\$915,818
<b>Net Income</b>	<b>\$992,252</b>
Debt Service	\$859,283
<b>Debt Coverage Ratio (YR1):</b>	<b>1.15</b>

Unit Breakdown	
Supp Hsg	0
# of Eff	0
# of 1BR	16
# of 2BR	60
# of 3BR	26
# of 4+ BR	0
<b>Total Units</b>	<b>102</b>

	Income Levels	Rent Levels
	# of Units	# of Units
<=30% AMI	8	8
40% AMI	26	26
50% AMI	26	26
60% AMI	0	0
>60% AMI	42	42
<b>Market</b>	<b>0</b>	<b>0</b>

**Income Averaging?** TRUE

**Extended Use Restriction?** 30

**Y. Efficient Use of Resources**

**Credit Points for 9% Credits:**

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

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

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

Combined Max	\$5,571,827
Credit Requested	\$3,137,500
% of Savings	43.69%
Sliding Scale Points	145.63

**Cost Points:**

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

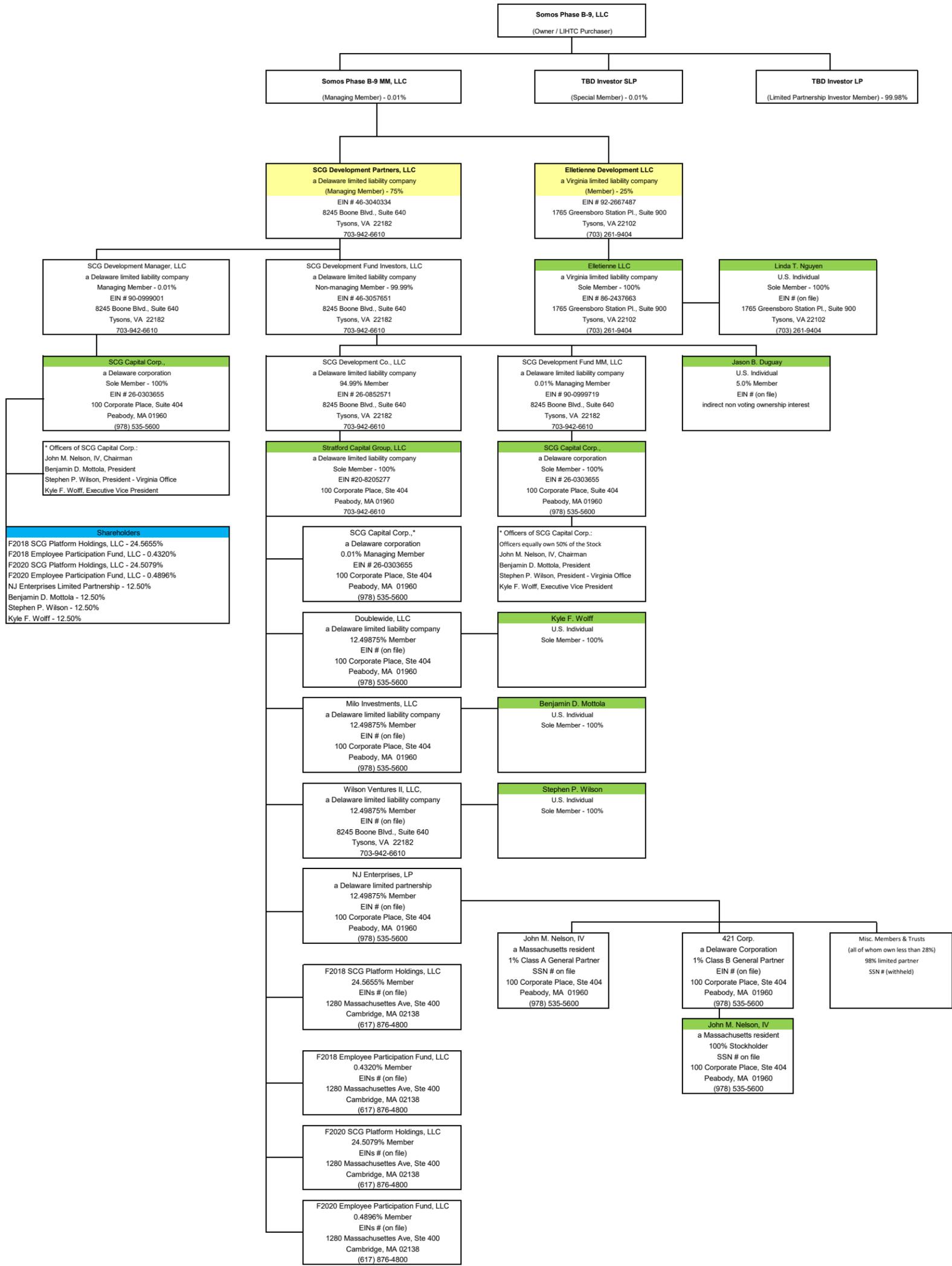
For another example, the Applicable Cost by SqFt is \$238 and the deal’s Proposed Cost is \$153.04 or a savings of 35.70%. Using a sliding scale, your points would be calculated by the difference between your savings and the desired 50% savings. Your savings divided by the goal of 50% times the max points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

Total Costs Less Acquisition	\$50,890,947	
Total Square Feet	121,060.19	
Proposed Cost per SqFt	\$420.38	
Applicable Cost Limit per Sq Ft	\$497.00	
% of Savings	15.42%	
Total Units	102	
Proposed Cost per Unit	\$498,931	
Applicable Cost Limit per Unit	\$533,792	
% of Savings	6.53%	
Max % of Savings	15.42% Sliding Scale Points	30.84

# Tab A:

Partnership or Operating Agreement, including chart of ownership structure with percentage of interests and Developer Fee Agreement (MANDATORY)

**Somos Phase B-9, LLC Organizational Chart**



**Shareholders**  
 F2018 SCG Platform Holdings, LLC - 24.5655%  
 F2018 Employee Participation Fund, LLC - 0.4320%  
 F2020 SCG Platform Holdings, LLC - 24.5079%  
 F2020 Employee Participation Fund, LLC - 0.4896%  
 NJ Enterprises Limited Partnership - 12.50%  
 Benjamin D. Mottola - 12.50%  
 Stephen P. Wilson - 12.50%  
 Kyle F. Wolff - 12.50%

**OPERATING AGREEMENT  
OF  
SOMOS PHASE B-9, LLC**

This Operating Agreement (the “*Agreement*”) of Somos Phase B-9, 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: Somos Phase B-9 MM, LLC, to form a limited liability company, in accordance with the Act, as the sole and managing member of the Company (the “*Managing Member*”).

1. **Purpose and Powers.** The purpose of the Company is to serve as the owner of the development and property commonly known as Somos at McLean, located in McLean, Virginia (the “*Project*”), and to undertake any other activity which a limited liability company may lawfully undertake under the Act.

2. **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.

3. **Management.** The Company will be member-managed. Somos Phase B-9 MM, LLC will carry the title of “Managing Member” and will exercise full and exclusive control over the affairs of the Company. The Managing Member may appoint officers and agents for the Company and give them such titles and powers as the Managing Member may choose. Any action taken by the Managing Member in the name of the Company, and any action taken by an officer or agent of the Company in the name of the Company and with the proper authorization of the Managing Member, will be an action of the Company.

4. **Members and Interests.** The sole member of the Company (the “*Member*”), its title, interests in the Company (the “*Interests*”), and capital contributions to the Company (the “*Capital Contributions*”) are as follows:

<u>Name</u>	<u>Title</u>	<u>Interest</u>	<u>Capital Contribution</u>
Somos Phase B-9 MM, LLC	Managing Member	100%	\$100.00

The Member is not obligated to make additional Capital Contributions to the Company.

5. **Allocations and Distributions.** Except for any special allocations required to comply with applicable tax laws, all profits, gains, losses, and credits for tax purposes, net cash flow from normal operations, net proceeds from capital transactions, and all other distributions will be allocated to the Member, pro rata in accordance with its Interests.

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

7. **Fiscal Year.** The fiscal year of the Company will be the calendar year.

8. **No Liability of Member and Others.** The Member 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 Member or any officer.

9. **Indemnification.** The Company will indemnify and defend the Member 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.

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

11. **Governing Law.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Virginia.

The undersigned has executed this Agreement effective as of February 6, 2023.

*[signature page follows]*

[signature page to Operating Agreement of Somos Phase B-9, LLC]

**SOMOS PHASE B-9 MM, LLC,**  
a Virginia limited liability company

By: SCG Development Partners, LLC,  
a Delaware limited liability company  
its managing member

By: SCG Development Manager, LLC,  
a Delaware limited liability company  
its managing member

By: SCG Capital Corp.,  
a Delaware nonstock corporation  
its sole member

By:   
Name: Stephen P. Wilson  
Title: President – Virginia Office

## DEVELOPMENT SERVICES AGREEMENT

**THIS DEVELOPMENT SERVICES AGREEMENT** (this “**Agreement**”) is made as of \_\_\_\_\_, 2023, by and between **SOMOS PHASE B-9, LLC**, a Virginia limited liability company (the “**Company**”), and **SCG DEVELOPMENT PARTNERS, LLC**, a Delaware limited liability company (the “**Developer**”).

### R E C I T A L S:

A. The Company, pursuant to that certain Option to Lease effective as of December 21, 2022, as assigned to the Company pursuant to that certain First Assignment of Option to Lease effective as of February 28, 2023 (collectively, the “**Option**”) with Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (“**FCRHA**”) granting the option to lease of certain real property located in the County of Fairfax, Virginia, as further described in said Option (the “**Property**”), and the Company intends to maintain a leasehold interest in the Property and develop and own the improvements thereon in connection with the development of a multi-family affordable housing project consisting of 102 units (the “**Project**”);

B. The Company desires to engage the Developer to oversee the development of the Project, and the Company and the Developer desire to set forth the terms of such engagement in this Agreement; and

C. The affairs of the Company are governed by a First Amended and Restated Operating Agreement, dated as of the date hereof, as amended from time to time (the “**Operating Agreement**”);

**NOW, THEREFORE**, in consideration for the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, jointly and severally agree as follows:

1. Development Services.

(A) The scope of the engagement of Developer involves the development of the Project, along with structured parking, and ancillary on- and off-site improvements. To that end, Developer will be responsible for: (i) securing all entitlements (zoning, final site plan approval, any municipal site bonding requirements) which will enable the Project to be constructed and operated in accordance with the development plan; (ii) securing the financing (construction, permanent, and subordinate mortgage loans), make application to the Virginia Housing Development Authority for the competitively allocated Low-Income Housing Tax Credits (“**Tax Credits**”); (iii) construct the improvements per the development plan and receive final certificates of occupancy; (iv) lease-up the Project; and (v) assure the funding of a first mortgage loan to fully repay the construction loan.

(B) The Company hereby continues to engage the Developer to provide services in overseeing the development of the Project pursuant to the Development Plan attached

as Exhibit 1 and in accordance with the underlying plans and specifications and in compliance with all applicable laws, rules and regulations, and authorizes the Developer to exercise such powers as may be reasonably necessary and appropriate in connection with the performance of such services. The Developer shall perform services pursuant to the terms of this Agreement and shall use best efforts and due diligence in the performance of such services. The Developer shall act as independent contractor in the performance of such services and this Agreement shall not be deemed to create an employer-employee relationship, either express or implied, between the Company and the Developer.

(C) The Developer shall continue to perform or cause to be performed the following services with respect to the development of the Project:

(1) Assist in the acquisition of the Project and take all actions reasonably necessary in connection therewith, including the negotiation of the terms and conditions of such acquisition;

(2) Supervise and coordinate the activities of the contractors, attorneys, architects, civil engineers, and any and all other professional consultants involved in the development of the Project (collectively, the “**Development Team**”), with such coordination to include, without limitation, ensuring that the Development Team obtains approval of the site plan from the applicable governmental authorities;

(3) Negotiate and administer agreements with the contractors;

(4) Prepare cost, income and other budgets and financial projections for the development of the Project;

(5) Negotiate on behalf of the Company all necessary agreements with public authorities and utility companies relating to access, traffic control, utility services and other matters affecting the construction of the Project;

(6) Review and approve final plans and specifications relating to the development of the Project;

(7) Review and approve the Construction Contract and the subcontract bids for the development of the Project;

(8) Establish and administer field order and change order procedures;

(9) Review, negotiate and administer all contractual documents relating to the development of the Project, including the review and approval of all progress payments before they are processed for payment;

(10) Prepare and monitor performance schedules for development of the Project;

(11) Periodically inspect work in progress and, if applicable, monitor the correction of any defects or deficiencies;

(12) Recommend to the Company insurance coverage during the development of the Project;

(13) Obtain such certificates, licenses, permits and approvals as are necessary for the development of the Project;

(14) Maintain a central control file of all design, engineering and development and construction documents, if any, including contracts, plans and specifications for the Project;

(15) Review and approve such bonds, if any, and/or evidences of insurance from the subcontractors as may be required by the Company;

(16) Upon receipt of notice thereof, promptly notify the Company of violations of laws, regulations and/or statutes applicable to the Project, advise the Company of recommended actions to cure or contest such violations and, unless the Company elects to contest such violations, take such steps as are necessary to correct such violations and to otherwise assure that the Project is in compliance with all applicable laws, regulations and statutes using funds available to the Company;

(17) Take all actions necessary to achieve the Completion Date;

(18) Ensure that development of the Project is completed in compliance with any mortgage, construction, bridge loan or other financing documents; and

(19) Perform any other service that is reasonably necessary for the development of the Project in accordance with the Development Plan and this Agreement.

(20) Take all actions necessary to ensure that the construction work on the Project is in compliance with the requirements of the County and other local governmental authority, including, without limitation, the completion of offsite improvements as required by any proffers imposed by the County and any other local governmental authority.

(21) Ensure that development of the Project proceeds in a manner that considers the unique and existing conditions of the Project's location.

(D) Except as otherwise provided for in this Agreement, the Developer shall be responsible for all of its expenses incurred in connection with the performance of services under this Agreement, including, without limitation, the following:

(1) All wages, salaries and other remuneration paid to the Developer's employees, consultants, advisors and independent contractors, including, without limitation, unemployment insurance, social security, workers' compensation, pension benefits and disability benefits; and

(2) The Developer's general overhead and administrative expenses, including, without limitation, office rent, utilities and supplies.

(E) The Developer shall perform its duties under this Agreement to the best of its ability and shall use commercially reasonable efforts and due diligence in connection with such duties. The Developer may delegate all or any of their duties under this Agreement to Affiliates who shall perform such delegated duties under the supervision of the Developer.

2. Development Fee.

(A) The Company shall pay the Developer a fee of \$3,000,000.00 (the "**Development Fee**") for its services under this Agreement from Capital Contributions and/or proceeds of any mortgage, construction, bridge loan or other financing documents to the extent that such Capital Contributions, and/or proceeds of any mortgage, construction, bridge loan or other financing documents are available after all other Development Costs (other than Construction Completion Payments) incurred or to be incurred have been paid and all Reserves are funded. If such Capital Contributions, and/or proceeds of any mortgage, construction, bridge loan or other financing documents are insufficient, any balance of the Development Fee shall be payable from net cash flow and/or net capital proceeds pursuant to [Section 5] of the Operating Agreement, subject to applicable loan limitations and/or other requirements and memorialized pursuant to the Development Fee Note, the forms of which is attached as Exhibit 2; provided, however, that notwithstanding the foregoing, all Subordinated Loans (and any interest thereon) made by the Investor Member, the Special Member or any of their Affiliates shall be repaid prior to any payments of the Development Fee. The Development Fee shall be deemed fully earned as of the Completion Date.

(B) Notwithstanding anything to the contrary contained herein, the Developer is permitted to collaterally assign its right to receive the Development Fee to a lender and/or credit support provider during the terms of such loans or financing, as applicable.

(C) The Development Fee shall be paid in full in all events by not later than December 31, 2037.

3. Waiver of Mechanic's Liens. The Developer agrees that no mechanic's lien or materialmen's lien or claim shall be filed or maintained by it against the Project for or on account of any work heretofore or hereafter done or materials heretofore or hereafter furnished by it under this Agreement. The Developer hereby waives and relinquishes all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, whether or not the right to file a lien or claim arises under a statute, and hereby further agree to file all necessary and appropriate documents to evidence or record such waiver. The Developer further agrees to have any mechanic's or materialmen's liens which may be filed against the Project released or bonded to the satisfaction of the Company. Concurrent with payment made to the general contractor or to any subcontractors, structural or professional engineers, surveyors or any other parties entitled to file mechanic's liens against the Project, waivers of liens from such parties shall first be secured by, or caused to be secured by, the Developer.

4. Term. This Agreement (other than the obligation to pay accrued Development Fees and the right of offset set forth below) shall terminate on the Completion Date.

5. Miscellaneous

(A) Amendments. This Agreement may not be modified, altered or amended except pursuant to a written instrument executed by all parties hereto with the Consent of the Special Member.

(B) Assignment. This Agreement may not be assigned, in whole or in part, by any party hereto without the Consent of the other parties hereto and the Special Member.

(C) Binding Agreement. This Agreement shall be binding on the parties hereto, and their authorized representatives, successors and assigns.

(D) Counterparts. This Agreement may be executed in counterparts and all counterparts shall be considered part of one Agreement binding on all parties hereto.

(E) Disputes. Any dispute, controversy or claim arising out of or in connection with this Agreement, or any breach or alleged breach thereof, shall be settled by binding arbitration in accordance with the applicable rules for commercial arbitration with expedited review of (and by an independent arbitrator selected by) the American Arbitration Association. Such arbitration shall be conducted in the metropolitan Fairfax, Virginia area. The decision of the arbitrator shall be final and the costs of the parties to the arbitration, including reasonable attorneys' fees, shall be borne by the losing party in the manner determined by the arbitrator.

(F) Entire Agreement. This Agreement supersedes any prior agreement and contains the entire agreement of the parties hereto or their predecessors in interest with respect to the subject matter hereof.

(G) Governing Law. This Agreement, and the application or interpretation hereof, shall be governed by the laws of the Commonwealth of Virginia.

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

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

(J) Defined Terms. Terms used herein with initial capital letters, but not defined herein, have the meanings set forth in the Operating Agreement.

(K) Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by any other party in the performance of this Agreement shall be

construed as a consent or waiver to or of any subsequent breach or default in the performance by such other party of the same or any other obligations hereunder.

(L) Right of Offset. The Company shall apply Development Fees to offset any and all loss, change, liability, cost or expense, including reasonable attorney's fees, incurred by the Company and/or the Investor Member arising out of, by reason of, or in connection with, a Material Default.

(M) Notices. Any notice, report, demand, request, approval or other communication required, permitted or desired under this Agreement shall be delivered in the manner set forth in the Investment Agreement.

***[SIGNATURES ON NEXT PAGE]***

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

**COMPANY:**

**SOMOS PHASE B-9, LLC,**  
a Virginia limited liability company

By: Somos Phase B-9 MM, LLC,  
its sole member

By: SCG Development Partners, LLC,  
its managing member

By: SCG Development Manager, LLC,  
its managing member

By: SCG Capital Corp.,  
its sole member

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Stephen P. Wilson  
Title: President – Virginia Office

**DEVELOPER:**

**SCG DEVELOPMENT PARTNERS, LLC**

By: SCG Development Manager, LLC,  
its managing member

By: SCG Capital Corp.,  
its sole member

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

Name: Stephen P. Wilson

Title: President – Virginia Office

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

## **EXHIBIT 1**

### **DEVELOPMENT PLAN**

The Project shall be developed substantially in accordance with the following as approved by the Special Member (the “**Development Plan**”):

(1) The Construction Contract between the Company and the general contractor, including the plans, specifications, contract documents and requirements referenced therein regarding the development of the Project;

(2) The documents evidencing any mortgage, construction, bridge loan or other financing, including undertakings made in connection therewith with respect to scope of work; and

(3) The requirements to qualify for Tax Credits in connection with the Affordable Units.

**EXHIBIT 2**

**DEVELOPMENT FEE NOTE**

\$ \_\_\_\_\_  
\_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, SOMOS PHASE B-9, LLC, a Virginia limited liability company (the “**Company**”) promises to pay the order of SCG DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company (the “**Developer**”) the principal sum of \_\_\_\_\_ AND \_\_\_/100 DOLLARS (\$ \_\_\_\_\_), on or before [December 31, 2040] (the “**Maturity Date**”) in accordance with that certain Development Services Agreement by and between the Company and the Developer, dated [\_\_\_\_\_] (the “**Development Agreement**”).

This Development Fee Note evidences the obligation of the Company to pay the Developer the outstanding portion of the Development Fee (the “**Deferred Development Fee**”) pursuant to the Development Agreement. The Deferred Development Fee is payable out of the Company’s Net Cash Flow and/or Net Capital Proceeds, as such terms are defined in the Operating Agreement of the Company dated as of [\_\_\_\_\_].

The outstanding principal balance of this Development Fee Note shall unconditionally be due and payable on the Maturity Date.

The Partnership may, at its election, from time to time prior to maturity, prepay without penalty all or any portion of the principal indebtedness of this Development Fee Note.

Demand for payment shall be presumed to have been issued and the entire unpaid principal sum of this Development Fee Note, together with accrued interest thereon, if any, shall become immediately due in the event of the occurrence of any one or more of the following: default in the payment of any installment due hereunder continuing for a period in excess of ten (10) days after written notice from the Developer to the Company; the filing by the Company of a voluntary petition in bankruptcy; or the failure by the Company within thirty (30) days thereof to lift any filing against the Company of any involuntary petition, execution, or attachment; or the adjudication of the Company as bankrupt; or any assignment by the Company of all or substantially all of its assets for the benefit of its creditors; or the invalidity or illegality of any portion of this Note by reason of any act or omission by the Company.

This Development Fee Note shall not be assigned, hypothecated, pledged, sold, or otherwise transferred without the prior written consent of the Company, and any such other transfer without the Company’s consent shall be null and void.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Development Agreement.

This Development Fee Note shall be governed by and construed in accordance with the internal laws of the State of Delaware.

IN WITNESS WHEREOF, the Company has executed this Development Fee Note as of the date written above.

**SOMOS PHASE B-9, LLC,**  
a Virginia limited liability company

By: Somos Phase B-9 MM, LLC,  
its sole member

By: SCG Development Partners, LLC,  
its sole member

By: SCG Development Manager, LLC,  
its managing member

By: SCG Capital Corp.,  
its sole member

By:

---

Name: Stephen P. Wilson  
Title: President – Virginia  
Office

# **Tab B:**

Virginia State Corporation Commission Certification  
(MANDATORY)

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

Richmond, February 6, 2023

This is to certify that the certificate of organization of

### **Somos Phase B-9, 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: February 6, 2023



STATE CORPORATION COMMISSION

Attest:

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

Clerk of the Commission

# **Tab C:**

Principal's Previous Participation Certification  
(MANDATORY)

## Appendices continued

### Previous Participation Certification

Development Name Somos Phase B-9

Name of Applicant (entity) Somos Phase B-9, LLC

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

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

## Appendices continued

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

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

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

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



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Stephen P. Wilson

Printed Name

\_\_\_\_\_  
3/14/2023

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

**Note to Previous Participation Certification:**

Somos Phase B-9

In 2008, Stratford Capital Group (acting as Co-General Partner) acquired a portfolio of 15 LIHTC multifamily properties from SunTrust Bank, N.A. ("Seller"). One of the properties, Gable Oaks Apartments, a 200-unit garden style apartment complex located in Columbia, SC, (the "Property") could not be debt financed conventionally due to a history of low occupancy and poor operating performance. As such, SunTrust Bank, N.A. agreed to finance the Property with a first mortgage loan of \$4,000,000, in order to facilitate the sale of the portfolio.

Since the Property was acquired, the performance of the Property has remained largely unchanged and, in fact, deteriorated as the overall economy worsened. Additionally, the rental market has continued to decline as evidenced by unkempt single-family homes, vandalism, graffiti, and arson in the immediate market area. The property management company utilized concessions and other promotions to try and generate increased leasing opportunities, but occupancy has remained low.

Given the situation, the Lender agreed to "right size" the loan and modify it by forgiving \$1,500,000 of principal and bifurcating the remaining \$2.5 million into 2 parts - an "A Piece" which is now a \$1.5 million first mortgage loan and a "B Piece" which is a \$1.0 million second mortgage (cash-flow only) loan. The A Piece of the first mortgage loan now has a 68-month term and 25-year amortization at a variable rate equal to the One Month LIBOR plus 350 basis points with a floor interest rate of 5%, and the B Piece is a cash flow loan at zero percent interest with the same term as the A Piece. As a part of the modification, the general partners agreed to infuse \$200,000 into the property for capital improvements. The new loan structure served to enhance property operations, increase cash flow (and funds for capital replacements) and positioned the property for long term sustainability. The property was sold in January 2016; at that time, the property and loan were in good standing with lender, SunTrust, and no negative actions have occurred against General Partners.

**Previous Participation Certification**

Development Name \_\_\_\_\_

Name of Applicant (entity) \_\_\_\_\_

**I hereby certify that:**

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

## Appendices continued

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

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

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

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



Signature

Linda T. Nguyen

Printed Name

March 10, 2023

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

# **Tab D:**

List of LIHTC Developments (Schedule A)  
(MANDATORY)

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name SCG Development Partners, LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Falmouth, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorr 8823's? Explai</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
27.	St. James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Woods Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	150	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5600	Y	58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	2/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	N	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name SCG Development Manager, LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27.	St James Terrace Baltimore, MD	St. James Y Apartments LP 703.942.6610		151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Y Woods Residences II LP 978.535.5600		58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Y Bethel LP 703.942.6610		42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Y Apartments, LP 703.942.6610		80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Y Residences LP 978.535.5600		58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Y Development LLC 703.942.6610		128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Y Heights LLC 703.942.6610		100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Y Partners LLC 703.942.6610		150	15	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Y Partners II LLC 703.942.6610		120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Y Apartments LP 703.942.6610		96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Y Boulevard LP 703.942.6610		44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Y Development Corp., LLC 703.942.6610		62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Y Woods Residences, LP 978.535.5300		58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn GA	Eureka Heights, Y LP 703.942.6610		56	56	6/30/2015	3/3/2016	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	N	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name SCG Development Fund Investors, LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Falmouth, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorr 8823's? Explai</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
27.	St. James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Woods Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	150	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5600	Y	58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	2/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	N	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name SCG Capital Corp.

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610		88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27.	St James Terrace Baltimore, MD	St. James Y Apartments LP 703.942.6610		151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Y Woods Residences II LP 978.535.5600		58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Y Bethel LP 703.942.6610		42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Y Apartments, LP 703.942.6610		80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Y Residences LP 978.535.5600		58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Y Development LLC 703.942.6610		128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Y Heights LLC 703.942.6610		100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Y Partners LLC 703.942.6610		150	15	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Y Partners II LLC 703.942.6610		120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Y Apartments LP 703.942.6610		96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Y Boulevard LP 703.942.6610		44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Y Development Corp., LLC 703.942.6610		62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Y Woods Residences, LP 978.535.5300		58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn GA	Eureka Heights, Y LP 703.942.6610		56	56	6/30/2015	3/3/2016	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	N	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name SCG Development Co., LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Falmouth, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

# Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorr 8823's? Explai</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
27.	St. James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Woods Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	150	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5600	Y	58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	2/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	N	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

1. **A Schedule A is required for every individual that makes up the GP or Managing Member** - does not apply to principals of publicly traded corporations.
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3. List only tax credit development experience for the past 15 years.
4. Use separate pages as needed, for each principal.

Principal's Name SCG Development Fund MM, LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fair Haven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610		88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27.	St James Terrace Baltimore, MD	St. James Y Apartments LP 703.942.6610		151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Y Woods Residences II LP 978.535.5600		58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Y Bethel LP 703.942.6610		42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Y Apartments, LP 703.942.6610		80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Y Residences LP 978.535.5600		58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Y Development LLC 703.942.6610		128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Y Heights LLC 703.942.6610		100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Y Partners LLC 703.942.6610		150	15	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Y Partners II LLC 703.942.6610		120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Y Apartments LP 703.942.6610		96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Y Boulevard LP 703.942.6610		44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Y Development Corp., LLC 703.942.6610		62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Y Woods Residences, LP 978.535.5300		58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn GA	Eureka Heights, Y LP 703.942.6610		56	56	6/30/2015	3/3/2016	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	N	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name Jason B. Duguay

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
3.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
4.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
5.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
6.	Oxford School Residences - Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N
7.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
9.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
11.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
12.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
13.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
14.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
15.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
16.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name Stratford Capital Group, LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorr 8823's? Explai</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N
27.	St. James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Woods Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	150	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5600	Y	58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	2/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	N	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name Doublewide, LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? Explain
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fair Haven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorr 8823's? Explain</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610		88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N) *</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27.	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn GA	Eureka Heights, Y LP 703.942.6610		56	56	6/30/2015	3/3/2016	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N) *</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	N	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name Milo Investments, LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27.	St James Terrace Baltimore, MD	St. James Y Apartments LP 703.942.6610		151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Y Woods Residences II LP 978.535.5600		58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Y Bethel LP 703.942.6610		42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Y Apartments, LP 703.942.6610		80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Y Residences LP 978.535.5600		58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Y Development LLC 703.942.6610		128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Y Heights LLC 703.942.6610		100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Y Partners LLC 703.942.6610		150	15	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Y Partners II LLC 703.942.6610		120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Y Apartments LP 703.942.6610		96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Y Boulevard LP 703.942.6610		44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Y Development Corp., LLC 703.942.6610		62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Y Woods Residences, LP 978.535.5300		58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn GA	Eureka Heights, Y LP 703.942.6610		56	56	6/30/2015	3/3/2016	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, Y LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name Wilson Ventures II, LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.?(Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
16.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
17.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
18.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2022	N
19.	Perry Town Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
20.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
21.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
22.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
23.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
24.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
25.	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26.	St. James Terrace Baltimore, MD	St. James Apartments, LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
27.	Chelmsford Woods Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
28.	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
29.	Market Station Thomasville GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
30.	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
31.	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
32.	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
33.	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	150	2/28/2017	9/27/2017	N
34.	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
35.	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
36.	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
37.	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC	Y	62	62	5/31/2016	3/10/2017	N
38.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
39.	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
40.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
41.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
42.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
43.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
44.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
45.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	2/23/2012	1/11/2013	N
46.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
47.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
48.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
49.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
50.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
51.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
52.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
53.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name NJ Enterprises, LP

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.?(Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610		88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, Y LLC 703.942.6610		24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27	St. James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
28	Chelmsford Woods Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
29	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
30	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
31	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
32	Page Woodson Oklahoma, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
33	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
34	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	150	2/28/2017	9/27/2017	N
35	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
36	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
37	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/20216	1/27/2017	N
38	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
39	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
40	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
41	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2017	11/6/2015	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
42	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	2/23/2012	1/11/2013	N
47	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49	Cypress Dunes Marrero, LA	1500 Westwood, Y LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50	Greentree North North Charleston, SC	Greentree North Apartments 2, LP 703.942.6610	Y	96	96	11/1/2011	12/1/2012	N
51	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6100	Y	130	119	2/25/2011	1/24/2012	N
52	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6100	Y	110	109	12/2/2010	2/24/2011	N
53	School Street Residences Athol, MA	Fulton School Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
54	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
55	Haven Oaks Summerville, SC	Haven Oaks Apartments 2, LP 978.535.5600	Y	104	104	7/1/2010	12/1/2010	N
56	River Oaks Columbia, SC	River Oaks Apartments 2, LP 978.535.5600	Y	100	100	7/1/2010	12/1/2010	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
57	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6100	N	204	204	6/1/2009	6/12/2009	N
58	Brown School Residences Peabody, MA	Brown School Residences, LP 978.535.5600	Y	61	61	8/15/2007	6/1/2008	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name Kyle F. Wolff

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? Explain
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

# Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorr 8823's? Explain</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610		88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N) *</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27.	St James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	15	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn GA	Eureka Heights, Y LP 703.942.6610		56	56	6/30/2015	3/3/2016	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N) *</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	N	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name Benjamin D. Mottola

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26.	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27.	St James Terrace Baltimore, MD	St. James Y Apartments LP 703.942.6610		151	151	7/20/2018	3/13/2019	N
28.	Chelmsford Wood Residences II Chelmsford, MA	Chelmsford Y Woods Residences II LP 978.535.5600		58	58	7/6/2018	3/19/2019	N
29.	Parkside at Bethel Clover, SC	Parkside at Y Bethel LP 703.942.6610		42	42	5/11/2018	2/25/2019	N
30.	Market Station Thomasville, GA	Market Station Y Apartments, LP 703.942.6610		80	80	3/31/2018	10/3/2018	N
31.	Coady School Residences Bourne, MA	Coady School Y Residences LP 978.535.5600		58	58	8/25/2017	5/8/2018	N
32.	Page Woodson Oklahoma City, OK	Page Woodson Y Development LLC 703.942.6610		128	128	7/14/2017	11/26/2018	N
33.	Park Heights Baltimore, MD	New Park Y Heights LLC 703.942.6610		100	100	6/30/2017	4/17/2018	N
34.	Residences at Government Center I Fairfax, VA	Fairfax Corner Y Partners LLC 703.942.6610		150	15	2/28/2017	9/27/2017	N
35.	Residences at Government Center II Fairfax, VA	Fairfax Corner Y Partners II LLC 703.942.6610		120	120	2/28/2017	10/19/2017	N
36.	Southfork Camilla, GA	Southfork Y Apartments LP 703.942.6610		96	96	8/25/2016	3/14/2017	N
37.	Parkside at Boulevard Orangeburg, SC	Parkside at Y Boulevard LP 703.942.6610		44	44	7/29/2016	1/27/2017	N
38.	Cypress Parc New Orleans, LA	FBT Community Y Development Corp., LLC 703.942.6610		62	62	5/31/2016	3/10/2017	N
39.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Y Woods Residences, LP 978.535.5300		58	58	2/26/2016	10/5/2016	N
40.	Eureka Heights Ashburn GA	Eureka Heights, Y LP 703.942.6610		56	56	6/30/2015	3/3/2016	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
41.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
42.	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43.	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44.	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	22/23/2012	1/11/2013	N
47.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49.	Cypress Place Marrero, LA	1500 Westwood, Y LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50.	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6610	Y	130	119	2/25/2011	1/24/2012	N
51.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
52.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
53.	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
54.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name Stephen P. Wilson

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
16.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
17.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
18.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2022	N
19.	Perry Town Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
20.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
21.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610	Y	88	88	12/20/2018	8/26/2021	N
22.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
23.	The Forge on Broadway Buffalo, NY	SAAC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
24.	Castle Creek Aspen, CO	488 Castle Creek, LLC 703.942.6610	Y	24	24	3/20/2018	7/16/2019	N
25.	Ashton Cove Kingsland, GA	Kingsland Cove, LP 703.942.6610	Y	72	72	9/27/2018	6/17/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26.	St. James Terrace Baltimore, MD	St. James Apartments, LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
27.	Chelmsford Woods Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
28.	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
29.	Market Station Thomasville GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
30.	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
31.	Page Woodson Oklahoma City, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
32.	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
33.	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	150	2/28/2017	9/27/2017	N
34.	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
35.	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
36.	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/2016	1/27/2017	N
37.	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC	Y	62	62	5/31/2016	3/10/2017	N
38.	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
39.	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
40.	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2014	11/6/2015	N
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	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
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44.	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
45.	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	2/23/2012	1/11/2013	N
46.	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
47.	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
48.	Cypress Place Marrero, LA	1500 Westwood, LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
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50.	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6610	Y	110	109	12/2/2010	2/24/2011	N
51.	School Street Residences Athol, MA	School Street Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
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53.	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6610	Y	204	204	6/1/2009	6/12/2009	N

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# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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4. Use separate pages as needed, for each principal.

Principal's Name 421 Corp.

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
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## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610		88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, Y LLC 703.942.6610		24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N) *</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27	St. James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
28	Chelmsford Woods Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
29	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
30	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
31	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
32	Page Woodson Oklahoma, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
33	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
34	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	150	2/28/2017	9/27/2017	N
35	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
36	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
37	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/20216	1/27/2017	N
38	Cypress Parc New Orleans, LA	FBT Community Y Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
39	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
40	Eureka Heights Ashburn, GA	Eureka Heights, Y LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
41	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2017	11/6/2015	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
42	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	2/23/2012	1/11/2013	N
47	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49	Cypress Dunes Marrero, LA	1500 Westwood, Y LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50	Greentree North North Charleston, SC	Greentree North Apartments 2, LP 703.942.6610	Y	96	96	11/1/2011	12/1/2012	N
51	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6100	Y	130	119	2/25/2011	1/24/2012	N
52	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6100	Y	110	109	12/2/2010	2/24/2011	N
53	School Street Residences Athol, MA	Fulton School Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
54	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
55	Haven Oaks Summerville, SC	Haven Oaks Apartments 2, LP 978.535.5600	Y	104	104	7/1/2010	12/1/2010	N
56	River Oaks Columbia, SC	River Oaks Apartments 2, LP 978.535.5600	Y	100	100	7/1/2010	12/1/2010	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
57	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6100	N	204	204	6/1/2009	6/12/2009	N
58	Brown School Residences Peabody, MA	Brown School Residences, LP 978.535.5600	Y	61	61	8/15/2007	6/1/2008	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

#### INSTRUCTIONS:

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

Principal's Name John M. Nelson, IV

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N) *	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	500 Northside Station Spartanburg, SC	Partans, LLC 703.942.6610	Y	90	81	7/30/2021	9/1/2022	N
2.	Renaissance Place Greenville, SC	Renaissance Place, LP 703.942.6610	Y	57	57	10/11/2019	3/4/2022	N
3.	Silver Creek Kensington, MD	Knowles Manor Senior Housing LLC 703.942.6610	Y	94	94	TBD	TBD	N
4.	Parkside at Hickory Grove Charlotte, NC	Parkside at Hickory Grove, LP 703.942.6610	Y	80	80	10/1/2021	TBD	N
5.	Ovation at Arrowbrook I - Herndon, VA	Arrowbrook Apartments I, LLC 703.942.6610	Y	126	126	EST. 2/28/2023	TBD	N
6.	Ovation at Arrowbrook II - Herndon, VA	Arrowbrook Apartments II, LLC 703.942.6610	Y	148	148	EST. 3/31/2023	TBD	N
7.	Oxford School Residences - Fairhaven, MA	Oxford School Residences LP 978.535.5600	Y	52	45	6/13/2022	TBD	N

## Appendices continued

	<b>Development Name and Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.?(Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
8.	One University Family - Fairfax, VA	One University Family, LLC 703.942.6610	Y	120	120	TBD	TBD	N
9.	One University Senior - Fairfax, VA	One University Senior, LLC 703.942.6610	Y	120	120	TBD	TBD	N
10.	Parkside at Butler - Mauldin, SC	Parkside at Butler, LP 703.942.6610	Y	72	72	2/15/2023	TBD	N
11.	Frederick Road Senior Housing - Gaithersburg, MD	Frederick Road Senior 4% Owner LLC 703.942.6610	Y	111	111	TBD	TBD	N
12.	South Street Family - Frederick, MD	South Street Family, LLC 703.942.6610	Y	56	56	TBD	TBD	N
13.	South Street Senior - Frederick, MD	South Street Senior, LLC 703.942.6610	Y	96	96	TBD	TBD	N
14.	Helena Crocker Residences - Westford, MA	Helena Crocker Residences LP 978.535.5600	Y	18	18	TBD	TBD	N
15.	Parkside at Main Simpsonville, SC	Parkside at Main, LP 703.942.6610	Y	42	42	2/17/2021	2/24/2021	N
16.	Parkside at Hudson Gastonia, NC	Parkside at Hudson, LP 703.942.6610	Y	80	80	11/6/2020	9/15/2021	N
17.	Dogwood Trail Albany, GA	Dogwood Trail Apartments, LP 703.942.6610	Y	64	61	12/31/2020	2/25/2022	N
18.	Springhill Apartments Madison, FL	Springhill Apartments, LLC 703.942.6610	Y	76	76	12/20/2019	8/19/2022	N
19.	Parkside at Drayton Spartanburg, SC	Parkside at Drayton, LP 703.942.6610	Y	41	41	4/1/2019	1/27/2020	N
20.	Perrytown Apartments Perry, FL	Perrytown Apartments, LLC 703.942.6610	Y	100	100	5/21/2018	12/22/2020	N
21.	Momentum at Shady Grove Derwood, MD	Momentum Apartments, LLC 703.942.6610	Y	110	110	10/18/2019	2/9/2021	N
22.	Douglass Village Douglassville, GA	Douglass Village Apartments, LP 703.942.6610		88	88	12/20/2018	8/26/2021	N
23.	Hand Trading Company Apartments Pelham, GA	Hand TC Restoration, LP 703.942.6610	Y	54	44	12/16/2019	2/2/2021	N
24.	The Forge on Broadway Buffalo, NY	SAAKC Buffalo Forge, LLC 978.535.5600	Y	158	141	7/31/2020	1/28/2022	N
25.	Castle Creek Aspen, CO	488 Castle Creek, Y LLC 703.942.6610		24	24	3/20/2018	7/16/2019	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
26	Ashton Cove Kingsland, GA	Kingsland Cove, Y LP 703.942.6610		72	72	9/27/2018	6/17/2019	N
27	St. James Terrace Baltimore, MD	St. James Apartments LP 703.942.6610	Y	151	151	7/20/2018	3/13/2019	N
28	Chelmsford Woods Residences II Chelmsford, MA	Chelmsford Woods Residences II LP 978.535.5600	Y	58	58	7/6/2018	3/19/2019	N
29	Parkside at Bethel Clover, SC	Parkside at Bethel LP 703.942.6610	Y	42	42	5/11/2018	2/25/2019	N
30	Market Station Thomasville, GA	Market Station Apartments, LP 703.942.6610	Y	80	80	3/31/2018	10/3/2018	N
31	Coady School Residences Bourne, MA	Coady School Residences LP 978.535.5600	Y	58	58	8/25/2017	5/8/2018	N
32	Page Woodson Oklahoma, OK	Page Woodson Development LLC 703.942.6610	Y	128	128	7/14/2017	11/26/2018	N
33	Park Heights Baltimore, MD	New Park Heights LLC 703.942.6610	Y	100	100	6/30/2017	4/17/2018	N
34	Residences at Government Center I Fairfax, VA	Fairfax Corner Partners LLC 703.942.6610	Y	150	150	2/28/2017	9/27/2017	N
35	Residences at Government Center II Fairfax, VA	Fairfax Corner Partners II LLC 703.942.6610	Y	120	120	2/28/2017	10/19/2017	N
36	Southfork Camilla, GA	Southfork Apartments LP 703.942.6610	Y	96	96	8/25/2016	3/14/2017	N
37	Parkside at Boulevard Orangeburg, SC	Parkside at Boulevard LP 703.942.6610	Y	44	44	7/29/20216	1/27/2017	N
38	Cypress Parc New Orleans, LA	FBT Community Development Corp., LLC 703.942.6610	Y	62	62	5/31/2016	3/10/2017	N
39	Chelmsford Woods Residences Chelmsford, MA	Chelmsford Woods Residences, LP 978.535.5300	Y	58	58	2/26/2016	10/5/2016	N
40	Eureka Heights Ashburn, GA	Eureka Heights, LP 703.942.6610	Y	56	56	6/30/2015	3/3/2016	N
41	Tangi Village Hammond, LA	Quick Blvd. Apartments LP 703.942.6610	Y	61	61	11/30/2017	11/6/2015	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
42	Simpkins School Yarmouth, MA	Simpkins School Residences, LP 978.535.5600	Y	65	58	9/29/2014	5/18/2015	N
43	Ashley House Valdosta, GA	Ashley House Apartments, LP 703.942.6610	Y	61	61	8/1/2014	6/2/2015	N
44	Elm Drive Senior Apartments Baton Rouge, LA	Elm Drive Senior Apartments, LP 703.942.6610	Y	60	60	5/1/2014	11/6/2015	N
45	The Reserve at Sugar Mill St. Marys, GA	Ashton Pines Apartments, LP 703.942.6610	Y	70	70	10/26/2012	10/17/2013	N
46	Griffin Heights Tallahassee, FL	New Griffin Apartments, LP 703.942.6610	Y	100	100	2/23/2012	1/11/2013	N
47	Pine Meadow Gainesville, FL	Pine Meadow Redevelopment, Ltd. 703.942.6610	Y	78	78	12/7/2011	6/14/2013	N
48	Sand Dunes Panama City Beach, FL	Sand Dunes Redevelopment, Ltd. 703.942.6610	Y	104	104	12/7/2011	6/14/2013	N
49	Cypress Dunes Marrero, LA	1500 Westwood, Y LP 703.942.6610	Y	132	132	11/7/2011	11/8/2013	N
50	Greentree North North Charleston, SC	Greentree North Apartments 2, LP 703.942.6610	Y	96	96	11/1/2011	12/1/2012	N
51	Three Tree Flats Washington, DC	3910 Georgia Avenue Associates, LP 703.942.6100	Y	130	119	2/25/2011	1/24/2012	N
52	Lakeside Columbia, SC	New Lakeside Apartments, LP 703.942.6100	Y	110	109	12/2/2010	2/24/2011	N
53	School Street Residences Athol, MA	Fulton School Residences, LP 978.535.5600	Y	50	50	12/1/2010	12/30/2011	N
54	Fulton School Weymouth, MA	Fulton School Residences, LP 978.535.5600	Y	63	63	11/2/2009	12/31/2010	N
55	Haven Oaks Summerville, SC	Haven Oaks Apartments 2, LP 978.535.5600	Y	104	104	7/1/2010	12/1/2010	N
56	River Oaks Columbia, SC	River Oaks Apartments 2, LP 978.535.5600	Y	100	100	7/1/2010	12/1/2010	N

## Appendices continued

	<b>Development Name/ Location</b>	<b>Name of Ownership Entity and Phone Number</b>	<b>CGP or 'Named' Managing Member at the time of dev.? (Y/N)*</b>	<b>Total Dev. Units</b>	<b>Total Low Income Units</b>	<b>Placed in Service Date</b>	<b>8609(s) Issue Date</b>	<b>Uncorrected 8823's? (Y/N) Explain "Y"</b>
57	Appian Way North Charleston, SC	8465 Patriot Boulevard, LP 703.942.6100	N	204	204	6/1/2009	6/12/2009	N
58	Brown School Residences Peabody, MA	Brown School Residences, LP 978.535.5600	Y	61	61	8/15/2007	6/1/2008	N

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

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name \_\_\_\_\_

Name of Applicant \_\_\_\_\_

**INSTRUCTIONS:**

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

Principal's Name \_\_\_\_\_

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.								
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8.								

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name \_\_\_\_\_

Name of Applicant \_\_\_\_\_

#### INSTRUCTIONS:

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

Principal's Name \_\_\_\_\_

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.								
2.								
3.								
4.								
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6.								
7.								
8.								

# Appendices continued

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
9.								
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Appendices continued

	Development Name/ Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
27.								
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\* Must have the ability to bind the LIHTC entity; document with partnership/operating agreements and one 8609 (per entity/development) for a total of 6.

# Appendices continued

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
9.								
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25.								
26.								

Appendices continued

	Development Name/ Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
27.								
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39.								
40.								

\* 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.

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

**INSTRUCTIONS:**

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

Principal's Name Elletienne LLC

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.	N/A							
2.								
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8.								

# Appendices continued

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
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## Appendices continued

	Development Name/ Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
27.								
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39.								
40.								

\* 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.

# Appendices continued

## N. List of Developments (Schedule A)

### List of LIHTC Developments (Schedule A)

Development Name Somos Phase B-9  
 Name of Applicant Somos Phase B-9, LLC

**INSTRUCTIONS:**

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

Principal's Name Linda T. Nguyen

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

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								

# Appendices continued

	Development Name and Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
21.								
22.								
23.								
24.								
25.								
26.								

## Appendices continued

	Development Name/ Location	Name of Ownership Entity and Phone Number	CGP or 'Named' Managing Member at the time of dev.? (Y/N)*	Total Dev. Units	Total Low Income Units	Placed in Service Date	8609(s) Issue Date	Uncorrected 8823's? (Y/N) Explain "Y"
27.								
28.								
29.								
30.								
31.								
32.								
33.								
34.								
35.								
36.								
37.								
38.								
39.								
40.								

\* 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)

**OPTION TO LEASE  
(SOMOS PHASE B-9)**

This Option to Lease (the “Option”) is dated December 21, 2022, by and between FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia (“Landlord” or “FCRHA”) and SCG DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company, or its permitted assignee or designee (“Tenant”).

WHEREAS, Landlord owns certain real property in fee simple, identified as 1750 Old Meadow Road, McLean Virginia, and more particularly described as Lot 100, Section 1 of the Subdivision of Westgate Research Park, as the same is duly dedicated, platted, and recorded in Deed Book 2782 at Page 615, among the land records of Fairfax County, Virginia, and intends to lease a portion of that real property(together with any of its interests in certain easements, development rights and interests with respect to the real property), such portion of the real property being more particularly identified on the attached Exhibit A (the “Premises”);

WHEREAS, in order to finance in part the design, development and construction of one building consisting of approximately 104 affordable residential units, with garage parking and related public areas (collectively, the “Project”) on the Premises, Tenant shall apply for tax credits (“Tax Credits”) pursuant to the Virginia Housing Development Authority’s Federal Low Income Housing Tax Credit Program Application (the “Application”);

WHEREAS, Landlord wishes to grant Tenant an option to lease the Premises under a long-term ground lease, the form of which has been agreed to by Landlord and Tenant (the “Ground Lease”) and Tenant wishes to accept the option.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Option. Landlord, upon Tenant’s receipt of an award of Tax Credits and in consideration of \$10.00, which shall be non-refundable, paid by Tenant to Landlord, receipt of which is hereby acknowledged, grants to Tenant the exclusive right and option to lease the Premises on the following terms and conditions. If Tenant does not receive an award of Tax Credits by the Initial Tax Credit Date, as may be extended pursuant to Section 2 below, or fails to enter into the Ground Lease by the Closing Expiration Date as may be extended pursuant to Section 2 below, this Option will automatically terminate.

2. Option Period. The term of this Option shall commence on the date first written above and continue until 5:00 p.m. on the date that is 365 days after an award from Virginia Housing of low-income housing tax credits for the Project (the “Closing Expiration Date”). Tenant shall have until December 1, 2023 (the “Initial Tax Credit Date”) to receive an award of such tax credits. If Tenant’s application is not approved for Tax Credits on or before the Initial Tax Credit Date, Tenant shall have three successive one time rights to re-apply for Tax Credits

in each of calendar years 2024, 2025, and 2026 by sending written notice to Landlord and, in such event, this Option shall remain in full force and effect. Notwithstanding anything to the contrary in the foregoing, the Closing Expiration Date may be extended for up to an additional six months provided Tenant gives prior written notice of same to Landlord. After the initial six-month extension, Tenant may further extend the Closing Expiration Date for up to an additional six months, with Landlord's prior consent, which shall not be unreasonably withheld.

3. Ground Lease. Tenant shall be permitted to assign and encumber its leasehold interest under the Ground Lease, in accordance with the terms of the Ground Lease, as security for debt financing for the Project. This Option shall not be recorded; however, a memorandum of the Ground Lease is expected to be recorded or memorialized in the appropriate office of public records, in accordance with the laws of the Commonwealth of Virginia. All costs of transfer and such recordation will be borne by Tenant. The Base Rent, as defined in the Ground Lease, shall include with respect to each calendar year an amount equal to One and 00/100 Dollars (\$1.00), and then, commencing with the payment in full of all subordinate financing for the Project, the Base Rent will increase to include an amount equal to 30% of the Project's net cash flow; or as otherwise agreed to by the parties.

4. Exercise of Option. Tenant may exercise this Option by giving Landlord written notice, signed by Tenant, on or before the Closing Expiration Date, as may be extended, subject to the approval and requirements of Fairfax County, Virginia and the requirements of the FCRHA as set forth in that certain Contract to Ground Lease of even date herewith and such other documents as are required by the FCRHA.

5. Proof of Title. Tenant may, at Tenant's expense, obtain a title commitment for the issuance of a leasehold insurance policy for the Premises. Tenant shall deliver a copy of any such commitment to Landlord.

6. Failure to Exercise Option. If Tenant does not exercise this Option in accordance with its terms and before the Expiration Date (or Extended Expiration Date, if applicable), this Option and the rights of Tenant hereunder will automatically and immediately terminate without notice. If Tenant fails to exercise this Option, Landlord will retain the sum paid as consideration for this Option.

7. Notices. All notices provided for in this Option will be deemed to have been duly given or served as follows: (a) by personal delivery (with receipt acknowledged), (b) delivered by reputable, national overnight delivery service (with its confirmatory receipt therefor), next business day delivery specified, or (c) sent by registered or certified United States mail, postage prepaid, return receipt requested, in each case addressed to the party for whom intended at the party's address listed above.

8. Binding Effect. This Option will be binding upon and inure only to the benefit of the parties to it and of any mutually-agreed successors and/or assigns, and of any permitted assigns pursuant to a Permitted Assignment (as hereinafter defined). Capitalized terms used but not specifically defined herein shall be defined in the Ground Lease.

9. Assignment. Tenant may, without the prior written consent of Landlord or FCRHA, assign its interest in this Option to an entity controlled, operated or managed by SCG Development Partners, LLC (“Permitted Assignment”). Other than a Permitted Assignment, Tenant will not assign its interest in the Option without the prior written consent of Landlord.

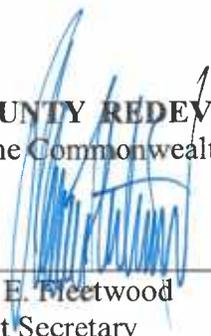
[Signature Pages Follow]

[SIGNATURE PAGE TO OPTION TO LEASE- LANDLORD]

In witness whereof, Landlord and Tenant have executed this Option on the date first written above.

**LANDLORD:**

**FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia

By: 

Name: Thomas E. Fleetwood

Title: Assistant Secretary

[Signatures Continue on Next Page]

[SIGNATURE PAGE TO OPTION TO LEASE- TENANT]

**TENANT:**

**SCG DEVELOPMENT PARTNERS, LLC,**  
a Delaware limited liability company

By: SCG Development Manager, LLC  
Its Managing Member

By: SCG Capital Corp.,  
Its Sole Member

By:   
Name: Stephen P. Wilson  
Title: President – Virginia Office

[Exhibits Begin on Next Page]

# EXHIBIT A TO OPTION TO LEASE

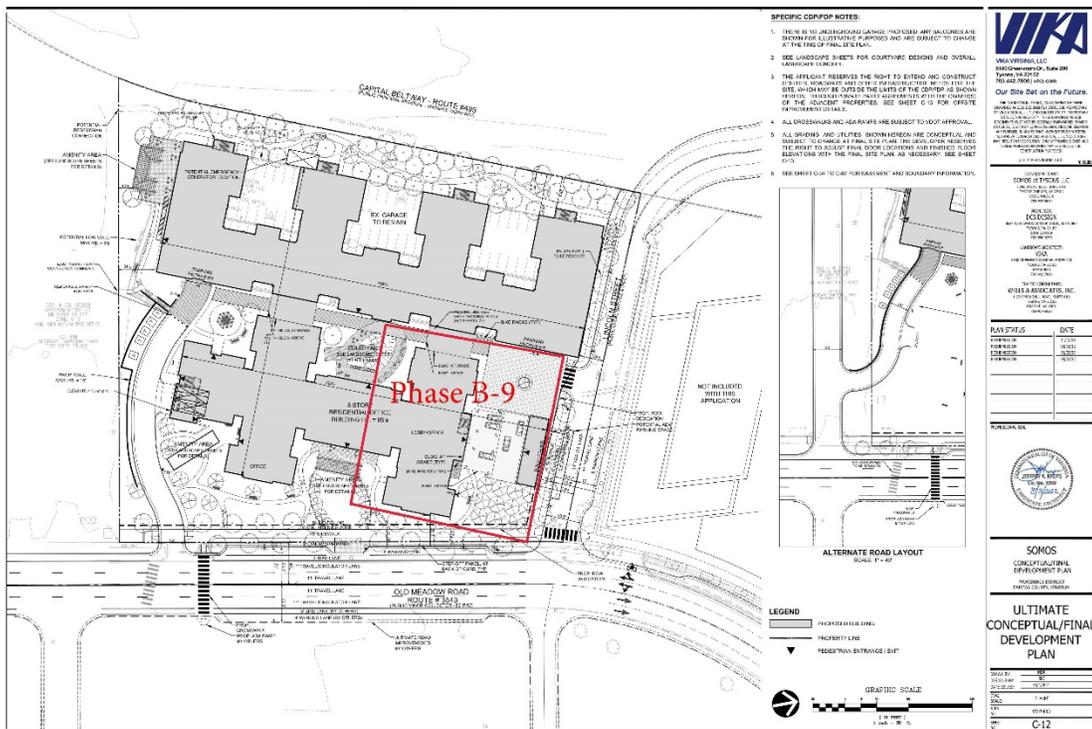
## Description of the Premises

The approximately 1.060-acre area designated as Phase B-9 on the Development Plan below, that is part of the real property more particularly described as:

ALL THAT CERTAIN lot or parcel of land situate and lying in Fairfax County, Virginia, and more particularly described as follows:

Lot 100, Section 1 of the Subdivision of Westgate Research Park, as the same is duly dedicated, platted and recorded in Deed Book 2782 at Page 615, among the land records of Fairfax County, Virginia.

And Being the same property being conveyed by Deed dated August 10, 2018, recorded August 10, 2018, in Deed Book 25506 at Page 1247.



**FIRST ASSIGNMENT OF  
OPTION TO LEASE  
(SOMOS PHASE B-9)**

THIS FIRST ASSIGNMENT OF OPTION TO LEASE ("Assignment") is made as of the 28<sup>th</sup> day of February, 2023 by and among SCG DEVELOPMENT PARTNERS, LLC, a Delaware limited liability company ("Assignor"), and SOMOS PHASE B-9, LLC, a Virginia limited liability company (the "Assignee").

RECITALS

WHEREAS, Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia ("FCRHA"), entered into that certain Option to Lease effective as of December 21, 2022 (the "Option") with Assignor, granting Assignor the option to lease certain real property located in McLean, Virginia, as further described in "Exhibit A" attached to, and made a part of, said Option, together with those rights and appurtenances described in the Option (the "Property"); and

WHEREAS, in accordance with the provisions of Section 9 of the Option, Assignor now desires to assign to the Assignee, and the Assignee wishes to assume such assignment of, all of Assignor's right, title, interest, and obligations in and to the Option with respect to the Property, upon the terms and conditions, as more particularly set forth herein; and

WHEREAS, Assignee is an entity controlled, operated, and managed by Assignee, and in accordance with the provisions of Section 9 of the Option, Assignor may therefore assign its interests in the Option to Assignee without the prior written consent of FCRHA.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, of mutual promises set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment of Rights and Obligations under the Option. In consideration for the payment of (a) Ten Dollars (\$10.00) from the Assignee, cash in hand paid, receipt of which is acknowledged, and (b) the assumption by the Assignee of Assignor's liabilities and obligations under the Option with respect to the Property, the Assignor, pursuant to Section 9 of the Option, hereby transfers, assigns, conveys and sets over all of Assignor's right, title, interest, and obligations held by Assignor in, to, and under the Option to the Assignee with respect to the Property.

2. Representations by Assignor. Assignor makes the following representations and warranties to the Assignee: that Assignor (a) has the full right, title, power, capacity and

authority to validly transfer, assign, convey and set over Assignor's rights, title, interest, and obligations in, to, and under the Option with respect to the Property being assumed by the Assignee, and (b) is not a party to any agreement to sell, hypothecate or otherwise dispose of the rights and obligations under the Option with respect to the Property, nor has it otherwise sold, hypothecated or disposed of any interest in the Agreement with respect to the Property to any parties other than the Assignee.

3. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this First Assignment of Option to Lease to be executed effective as of the date first above written.

**ASSIGNOR:**

**SCG DEVELOPMENT PARTNERS, LLC,**  
a Delaware limited liability company

By: SCG Development Manager, LLC,  
its managing member

By: SCG Capital Corp.,  
its sole member

By:   
Name: Stephen P. Wilson  
Title: President – Virginia Office

**ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby accepts the foregoing Assignment of the right, title and interest and obligations held by Assignor in, to and under the Option with respect to the Property, all as described in the foregoing Assignment.

IN WITNESS WHEREOF, the Assignee has caused this Acceptance of Assignment to be executed effective as of the date first above written.

**ASSIGNEE:**

**SOMOS PHASE B-9, LLC,**  
a Virginia limited liability company

By: Somos Phase B-9 MM, LLC,  
its sole member

By: SCG Development Partners, LLC,  
its managing member

By: SCG Development Manager, LLC,  
its managing member

By: SCG Capital Corp.,  
its sole member

By:   
Name: Stephen P. Wilson  
Title: President – Virginia Office

MAP #: 0294 06 0100A  
FAIRFAX COUNTY REDEVELOPMENT

1750 OLD MEADOW RD

**Values**


---

Tax Year	2023
Current Land	\$19,752,770
Current Building	\$10
Current Assessed Total	\$19,752,780
Tax Exempt	YES
Note	

**Values History**


---

Tax Year	Land	Building	Assessed Total	Tax Exempt
2022	\$7,146,600	\$12,853,400	\$20,000,000	YES
2021	\$7,146,600	\$7,649,420	\$14,796,020	NO
2020	\$7,861,260	\$11,388,740	\$19,250,000	NO
2019	\$7,861,260	\$11,388,740	\$19,250,000	NO
2018	\$7,861,260	\$2,150,950	\$10,012,210	NO
2017	\$7,861,260	\$1,666,990	\$9,528,250	NO
2016	\$7,861,260	\$23,111,170	\$30,972,430	NO
2015	\$7,861,260	\$21,930,220	\$29,791,480	NO
2014	\$8,575,920	\$20,043,780	\$28,619,700	NO
2013	\$8,575,920	\$20,752,300	\$29,328,220	NO
2012	\$9,290,580	\$20,205,300	\$29,495,880	NO
2011	\$8,575,920	\$18,061,410	\$26,637,330	NO
2010	\$8,575,920	\$16,770,390	\$25,346,310	NO
2009	\$11,434,560	\$24,117,190	\$35,551,750	NO
2008	\$11,434,560	\$30,291,600	\$41,726,160	NO
2007	\$8,575,920	\$32,254,000	\$40,829,920	NO
2006	\$5,717,280	\$27,949,310	\$33,666,590	NO
2005	\$5,717,000	\$21,616,200	\$27,333,200	NO
2004	\$4,288,045	\$17,996,005	\$22,284,050	NO
2003	\$4,288,045	\$18,206,975	\$22,495,020	NO
2002	\$5,002,430	\$20,119,555	\$25,121,985	NO
2001	\$5,002,430	\$17,043,290	\$22,045,720	NO
2000	\$3,287,910	\$14,906,905	\$18,194,815	NO

Source: Fairfax County Department  
of Tax Administration, Real Estate Division.

# **Tab F:**

RESNET Rater Certification (MANDATORY)

## R. RESNET Rater Certification

### RESNET Rater Certification of Development Plans

Deal Name \_\_\_\_\_

Deal Address \_\_\_\_\_

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

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

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

\_\_\_\_\_ **New Construction** – EnergyStar Certification

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

\_\_\_\_\_ **Rehabilitation** – 30% performance increase over existing, based on HERS Index;

**Or Must evidence a HERS Index of 80 or better**

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

\_\_\_\_\_ **Adaptive Reuse** – Must evidence a HERS Index of 95 or better.

Rater understands that before issuance of IRS Form 8609, rater must provide Certification to Virginia Housing of energy performance.

#### Additional Optional Certifications

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

\_\_\_\_\_ **Earthcraft Certification** – The development's design meets the criteria to obtain Viridian's EarthCraft Multifamily program Gold certification or higher.

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



# 2023 Pre-Review Comments

## *Somos Phase B-9*



viridian

### **Project Address**

1750 Old Meadow Road  
McLean, VA 22102

### **Project Summary**

Somos Phase B-9 is a 8 story, new construction multifamily development, comprised of 102 units and located in McLean, VA. SCG Development plans to construct the project using 9% LIHTC funding. As part of their funding application the project is seeking the following certification(s): ENERGY STAR Multifamily New Construction v1.1, EarthCraft v6.5 Gold. Steve Saville of DCS is the primary architect contact for the project.

ENERGY STAR Multifamily New Construction v1.1 requires the project to have a maximum HERS index in compliance with the ENERGY STAR floating target HERS index and completion of all required ENERGY STAR checklists. EarthCraft v6.5 Gold requires the project to have a maximum HERS index of 70.

### **Unit Level Summary**

Unit-level models were generated using Ekotrope v4.1.0 based on the proposed scope and plans provided by the project team dated December 9, 2022 .

The information used to generate the energy models is found on the following pages. If any information does not accurately reflect the project scope, please reach out to me.

Sincerely,

Katy Maher  
Project Manager, Viridian

# 2023 Pre-Review Comments



## Project Address

1750 Old Meadow Road, McLean VA

## Funding Type

9% LIHTC

## HERS Score:

63

## Required HERS Score:

67

## Modeling Summary

### **Enclosure:**

- R-10 slab edge insulation, 2' depth
- R-21 Grade II cavity insulation + R-7.5 insulated sheathing, 2x6 16 O.C. metal studs in exterior above grade walls and rim & band exterior insulation
- R-13 Grade II cavity insulation in party walls and adiabatic ceilings/floors
- **R-30** Continuous roof deck insulation
- 0.21 U-Value for opaque doors
- 0.30 U-Value/0.27 SHGC windows

### **Mechanicals:**

- SEER2 15.2, HSPF2 7.8, air source heat pump, programmable thermostat
- 0.92 UEF storage electric water heaters, 40 gallon
- 5 ACH50 for infiltration threshold/blower door test
- 4% duct leakage to the outside, 8% total duct leakage
- Ducts within conditioned space and insulated to R-6
- DOAS providing fresh air. Assumed 1:1 ratio of cfm to wattage  
Assumed 50 cfm 1BR, 60 cfm 2BR, 75 cfm 3BR

### **Lights & Appliances:**

- ENERGY STAR rated kitchen appliances
  - 640kWh/yr refrigerator
  - 270 kWh/yr dishwasher
- Advanced lighting 100% LED



Project Name:  
Construction Type:  
Energy Efficiency Path:

Somos Phase B-9  
New Construction  
ENERGY STAR

Unit Type	Quantity	HERS	ENERGY STAR Target
1BR D (C, A)	16	63	67
2BR N	2	60	68
2BR A (C,D,K,E,J)	58	58	66
3BR B (A,C,D)	26	57	66
Projected Project HERS - Weighted Average		59	

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-02-28

Registry ID:

Ekotrope ID: dG55YpO2

## HERS® Index Score:

# 63

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$598

\*Relative to an average U.S. home

## Home:

1750 Old Meadow Road  
McLean, VA 22102

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

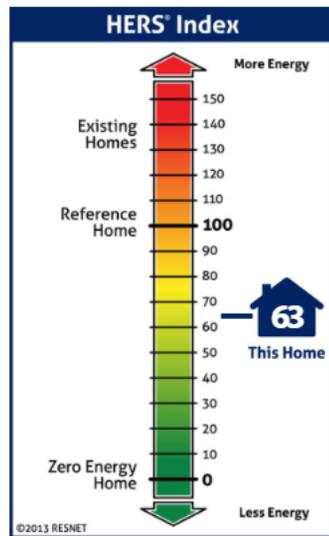
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/13/23 at 11:38 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	665 ft <sup>2</sup>
Number of Bedrooms:	1
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	50 CFM • 50 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.6 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-27
Ceiling:	Vaulted Roof, R-30
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13



Ekotrope RATER - Version:4.1.0.3117

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

This report does not constitute any warranty or guarantee.

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-02-28  
Registry ID:  
Ekotrope ID: 2RMMYMkv

## HERS® Index Score:

# 58

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$822

\*Relative to an average U.S. home

**Home:**  
1750 Old Meadow Road  
McLean, VA 22102

**Builder:**

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

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

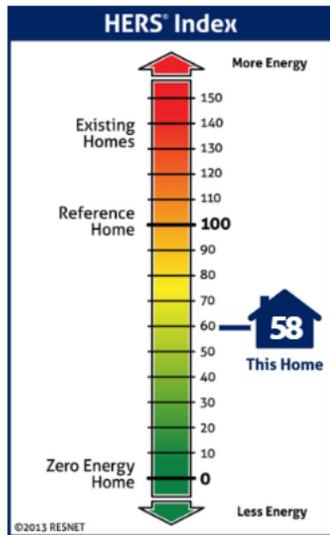
## Rating Completed by:

**Energy Rater:** Katy Maher  
RESNET ID: 2430236

**Rating Company:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

**Rating Provider:** Viridiant  
1431 W. Main Street, Richmond, VA 23220

  
Katy Maher, Certified Energy Rater  
Digitally signed: 3/13/23 at 11:38 AM



## Home Feature Summary:

Home Type: Apartment, inside unit  
Model: N/A  
Community: N/A  
Conditioned Floor Area: 955 ft<sup>2</sup>  
Number of Bedrooms: 2  
Primary Heating System: Air Source Heat Pump • Electric • 7.8 HSPF2  
Primary Cooling System: Air Source Heat Pump • Electric • 15.2 SEER2  
Primary Water Heating: Residential Water Heater • Electric • 0.92 UEF  
House Tightness: 5 ACH50  
Ventilation: 60 CFM • 60 Watts  
Duct Leakage to Outside: 4 CFM @ 25Pa (0.42 / 100 ft<sup>2</sup>)  
Above Grade Walls: R-27  
Ceiling: Adiabatic, R-31  
Window Type: U-Value: 0.3, SHGC: 0.27  
Foundation Walls: N/A  
Framed Floor: R-13

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-02-28

Registry ID:

Ekotrope ID: 2JoonyGL

## HERS® Index Score:

# 60

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$709

\*Relative to an average U.S. home

## Home:

1750 Old Meadow Road  
McLean, VA 22102

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

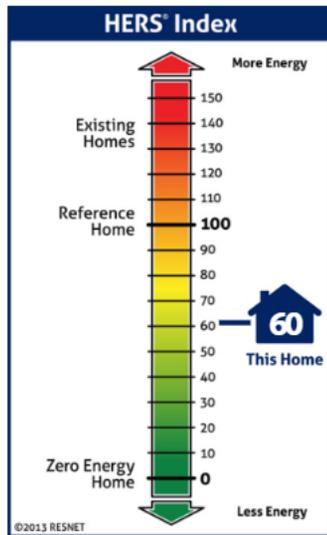
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/13/23 at 11:38 AM



## Home Feature Summary:

Home Type:	Apartment, inside unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	857 ft <sup>2</sup>
Number of Bedrooms:	2
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	60 CFM • 60 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.47 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-27
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

# Home Energy Rating Certificate

Projected Report  
Based on Plans

Rating Date: 2023-02-28

Registry ID:

Ekotrope ID: 26rrDrW2

## HERS® Index Score:

# 57

Your home's HERS score is a relative performance score. The lower the number, the more energy efficient the home. To learn more, visit [www.hersindex.com](http://www.hersindex.com)

## Annual Savings

# \$1,024

\*Relative to an average U.S. home

## Home:

1750 Old Meadow Road  
McLean, VA 22102

## Builder:

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

ENERGY STAR MF v1.1

ENERGY STAR MF v1.0

## Rating Completed by:

**Energy Rater:** Katy Maher

RESNET ID: 2430236

**Rating Company:** Viridiant

1431 W. Main Street, Richmond, VA 23220

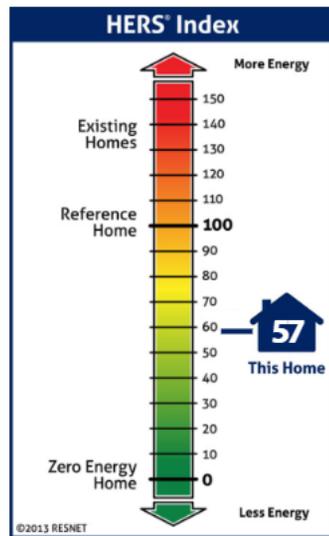
**Rating Provider:** Viridiant

1431 W. Main Street, Richmond, VA 23220



Katy Maher, Certified Energy Rater

Digitally signed: 3/13/23 at 11:38 AM



## Home Feature Summary:

Home Type:	Apartment, end unit
Model:	N/A
Community:	N/A
Conditioned Floor Area:	1,316 ft <sup>2</sup>
Number of Bedrooms:	3
Primary Heating System:	Air Source Heat Pump • Electric • 7.8 HSPF2
Primary Cooling System:	Air Source Heat Pump • Electric • 15.2 SEER2
Primary Water Heating:	Residential Water Heater • Electric • 0.92 UEF
House Tightness:	5 ACH50
Ventilation:	75 CFM • 75 Watts
Duct Leakage to Outside:	4 CFM @ 25Pa (0.3 / 100 ft <sup>2</sup> )
Above Grade Walls:	R-27
Ceiling:	Adiabatic, R-31
Window Type:	U-Value: 0.3, SHGC: 0.27
Foundation Walls:	N/A
Framed Floor:	R-13

# **Tab G:**

Zoning Certification Letter (MANDATORY)

03.15.2023

Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

**RE: Zoning Certification**

**Name of Development – Somos Phase B-9**

**Name of Owner/Applicant – Somos Phase B-9, LLC**

**Name of Current Owner – Fairfax County Redevelopment and Housing Authority**

**VIKA Virginia #VV7543.F**

To Whom it May Concern,

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

**Development Description:**

Development Address:

1750 Old Meadow Road

Tysons, VA

22102

Tax Map Reference 29-4 ((6)) 100A

Legal Description:

All that certain lot or parcel of land situate and lying in Fairfax County, Virginia, and more particularly described as follows: Lot 100, Section 1 of the subdivision of Westgate Research Park, as the same is duly dedicated, platted and recorded in deed book 2782 at page 615, among the land records of Fairfax County, Virginia. And Being the same property being conveyed by deed dated August 10, 2018, recorded August 10, 2018, in deed book 25506 at page 1247.

Proposed Improvements:

New Construction: 102 # Units 1 # Buildings 121,060.19 Approx. Total Floor Area Sq. Ft.

Adaptive Reuse:      # Units      # Buildings      Approx. Total Floor Area Sq. Ft.

Rehabilitation:      # Units      # Buildings      Approx. Total Floor Area Sq. Ft.

Current Zoning:

PTC Planned Tysons Corner Urban District allowing a density of (see attached excerpt), and the following other applicable condition: The property is subject to the proffered and development conditions as well as the development plan associated with Rezoning Application and Final Development Plan RZ/FDP 2021-PR-00022. The associated development plan allows for a range of 400 to 460 dwelling units for the entire development.

Other Descriptive Information:

The above-referenced Rezoning Application and Final Development Plan contemplated potential phased development and the Site Plan prepared for development of this site includes full buildout subject to this Rezoning Application and Final Development Plan. This certification pertains to Phase B-9 only.



03.15.2023

**Zoning Certification**

**Somos Phase B-9**

Page 2 of 2

**Local Certification:**

Check one of the following as appropriate:

The zoning for the proposed development described above is proper for the proposed residential development. To the best of my knowledge (relying on certification from Fairfax County regarding full buildout development of the site, dated February 17, 2023, and visual review of existing site conditions), there are presently no zoning violations outstanding on this property. No further zoning approvals and/or special use permits are required for development.

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

March 7, 2023

Date

  
\_\_\_\_\_  
Signature

Stephen Crowell

Printed Name

Member/Vice President

Title of Local Official or Civil Engineer

703-761-2796

Phone

**Attachments:**

- Zoning Certification from Fairfax County (Dated 2/17/23)
- Fairfax County Zoning Ordinance Excerpt (2105.6 PTC Planned Tysons Corner Urban District)

Q:\Projects\7543\7543F\DATA\Letter\2023-03-15 Zoning Certification.docx





# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

## Zoning Certification

**DATE:** February 17, 2023

**TO:** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220  
Attention: JD Bondurant

**RE:** ZONING CERTIFICATION  
Name of Development: Somos Phase B-9  
Name of Owner/Applicant: Somos Phase B-9, LLC  
Name of Seller/Current Owner: Fairfax County Redevelopment and Housing Authority (FCRHA)

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

### DEVELOPMENT DESCRIPTION:

Development Address: Property address: 1750 Old Meadow Road, Tysons, VA 22102; Tax Map Ref. 29-4 ((6)) 100A.

Legal Description: (Provided by applicant) All that certain lot or parcel of land situate and lying in Fairfax County, Virginia, and more particularly described as follows: Lot 100, Section 1 of the subdivision of Westgate Research Park, as the same is duly dedicated, platted and recorded in deed book 2782 at page 615, among the land records of Fairfax County, Virginia. And being the same property being conveyed by deed dated August 10, 2018, recorded August 10, 2018, in deed book 25506 at page 1247.

Proposed Improvements:

- New Construction: 460 # Units 2 # Buildings 441,984 Approx. Total Floor Area Sq. Ft.  
 Adaptive Reuse:     # Units     # Buildings     Approx. Total Floor Area Sq. Ft.  
 Rehabilitation:     # Units     # Buildings     Approx. Total Floor Area Sq. Ft.



**Department of Planning & Development**  
Zoning Administration Division  
Ordinance Administration Branch  
12055 Government Center Parkway, Suite 807  
Fairfax, Virginia 22035-5505  
Phone 703-324-1314 FAX 703-803-6372  
[www.fairfaxcounty.gov/planning-development/](http://www.fairfaxcounty.gov/planning-development/)

Current Zoning: PTC Planned Tysons Corner Urban District,<sup>1</sup> allowing a density of (see below) units per acre, and the following other applicable condition: The property is subject to the proffered and development conditions as well as the development plan associated with Rezoning Application and Final Development Plan RZ/FDP 2021-PR-00022.<sup>2</sup> The associated development plan allows for a range of 400 to 460 dwelling units.

Other Descriptive Information:

---

---

**LOCAL CERTIFICATION:**

Check one of the following as appropriate:

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

February 17, 2023

Date

Sara Morgan

Signature

Sara Morgan

Printed Name

Senior Planner

Title of Local Official or Civil Engineer

(703)324-1314

Phone

Cc: Fairfax County Redevelopment and Housing Authority, 3700 Pender Drive, Suite 300, Fairfax, VA 22035 (property owner)

---

<sup>1</sup> <https://online.encodeplus.com/regs/fairfaxcounty-va/doc-viewer.aspx?secid=517>

<sup>2</sup> <https://plus.fairfaxcounty.gov/CitizenAccess/Cap/CapDetail.aspx?Module=Zoning&TabName=Zoning&capID1=REC21&capID2=00000&capID3=003V1&agencyCode=FFX&IsToShowInspection=> ; <https://plus.fairfaxcounty.gov/CitizenAccess/Cap/CapDetail.aspx?Module=Zoning&TabName=Zoning&capID1=REC21&capID2=00000&capID3=005OK&agencyCode=FFX&IsToShowInspection=>

## 6. PTC Planned Tysons Corner Urban District

### A. Purpose

The PTC District is established for the Tysons Urban Center as defined in the Comprehensive Plan to implement the mix of uses, densities, and intensities under the redevelopment option set forth in the Comprehensive Plan. The PTC District regulations provide flexibility to transform the designated Tysons Urban Center area from a suburban office park and activity center into an urban, mixed-use, transit, bicycle, and pedestrian oriented community. The regulations also promote high standards in urban design, layout, and construction.

To create mixed-use downtowns near mass transit, higher development intensities are to occur within approximately one-half mile of the four Metrorail Station entrances, identified as Transit Oriented Development (TOD) Districts in the Comprehensive Plan. The remaining areas, the Non-Transit Oriented Development (Non-TOD) Districts, are to be developed into lively urban neighborhoods that include an appropriate mix of uses, densities, and intensities compatible to adjacent communities. In both TOD and Non-TOD Districts, development should be designed in an integrated manner that will enhance the urban character. Smaller, freestanding structures are generally discouraged – however, when the proposed use is designed in an urban form that creates or enhances an appropriate street edge and implements the stated purpose and intent of the district, the proposed use will be considered.

To be granted this zoning district, the applicant must demonstrate that the development furthers the vision of the Tysons Urban Center, as identified in the Comprehensive Plan, by meeting the following minimum objectives:

- (1)** Contribute to a tiered intensity of development having the highest intensities located closest to the transit stations and providing the mix of residential, office and commercial uses necessary to achieve a vibrant, urban environment.
- (2)** Contribute to the network of open space and urban parks, to include stream valley parks, pocket parks, common greens, civic plazas, and athletic fields for the workers and residents of Tysons.
- (3)** Promote environmental stewardship by implementing green building design; use efficient, renewable, and sustainable energy practices; incorporate low impact development strategies, such as innovative stormwater management and green roofs; and achieve the tree canopy goals for Tysons.
- (4)** Further the implementation of the urban grid of streets and the described street hierarchy for Tysons.
- (5)** Reduce the amount of single occupant vehicle trips by limiting the amount of provided parking, encouraging shared parking arrangements among uses, permitting the inclusion of managed tandem parking spaces, and implementing various Transportation Demand Management strategies, such as transit subsidies, carpool and vanpool services, employee shuttles, car-sharing programs, and bicycle accommodations.
- (6)** Contribute to the necessary public facilities to support the projected job and population growth, including schools, fire and police services, a library, public utilities, and an arts center.
- (7)** Contribute to the specified streetscape and apply the urban design guidelines specified for build-to lines, building articulation, fenestration, ground floor transparency, and parking design to create an integrated urban, pedestrian-friendly environment.
- (8)** Contribute to implementing the workforce and affordable housing policies for Tysons to provide housing to various income levels.

The Board will only consider those development proposals within the Tysons Urban Center that are submitted with a rezoning application and that use the redevelopment option as set forth in the Comprehensive Plan. A rezoning to and development under this district will be permitted only in accordance with development plans prepared and approved in accordance with this Part and the provisions of subsection 8100.2.E.

Figure 2105.5: PTC District Aerial Example



## B. PTC Lot and Building Dimensional Standards

### (1) District Size

The minimum PTC District size is ten acres. This minimum size may be waived by the Board if the development proposal is in conformance with the Comprehensive Plan.

### (2) Floor Area Ratio

(a) Maximum floor area ratio within the TOD District up to ¼ mile from a Metrorail Station entrance is as follows:

1. **For residential and all other uses except office:** No maximum FAR when the proposed development implements the site-specific development guidelines and recommendations of the Comprehensive Plan, including design, mix of uses, and scale of the proposed development, and only when the appropriate measures are proposed or in place to adequately mitigate the anticipated transportation impacts of the proposed development.
2. **For office uses:** 2.5 FAR, exclusive of any bonus intensity obtained for proffered public facilities or public infrastructure, as set forth in the Comprehensive Plan; the Board, however, may permit an increase in FAR in accordance with subsection c below.
3. To encourage redevelopment near Metrorail Station areas at a high intensity and ensure that the impacts on the transportation network are adequately addressed, the Board may approve, in conjunction with a rezoning, a special exception to allow an increase in FAR in the PTC District for property located within the TOD District up to ¼ mile of a Metrorail Station entrance, subject to the following:
  - a. The proposed development must facilitate transit-oriented redevelopment in furtherance of the Comprehensive Plan.
  - b. The proposed development must achieve, to the maximum extent feasible, the vehicle trip reduction goals of the Comprehensive Plan.
  - c. The proposed development must fully meet all applicable areawide, districtwide, and site specific recommendations of the Comprehensive Plan.
  - d. The proposed development must exhibit excellence in urban design and building form as envisioned in the Comprehensive Plan.
  - e. The applicant must identify each phase of the proposed development.
  - f. The location and amount of special exception floor area will be allocated on a per building basis. To the extent possible, the floor area may be dispersed among the building shown on the SE plat. Unless good cause is shown, the total amount of the approved special exception floor area may not be allocated to a single building in a multi-building or multi-phased development or be allocated solely within the initial phases of the development. Additionally, if any building is constructed without using any or all of its assigned special exception floor area, the unused floor area will be forfeited. The unused floor area may only be transferred to another building within the development with a special exception amendment, and, if applicable, a proffered condition/conceptual development plan amendment.
  - g. The applicant must submit the SE plat showing the location and allocation of the special exception floor area per building, and the development plan associated with the PTC District rezoning specifying the floor area per building without the special exception floor area.
  - h. A special exception for increased floor area will automatically expire in whole or in part, without notice, 10 years from the date of approval, or a timeframe as specified by the

Board, unless the core and shell final inspection(s) has been approved for the building(s) containing the special exception floor area; or additional time is granted by the Board. If a request for additional time is filed in accordance with subsection i below, the special exception will remain valid until the request for additional time is acted upon by the Board. During this period, the special exception floor area may not be constructed.

- i.* The Board may approve a request for additional time if:
  - (1) The request is filed in writing with the Zoning Administrator before the expiration date. The request must specify the basis for the amount of additional time requested and explain why all or a portion of the approved special exception floor area has not been constructed in accordance with the timeframe specified in the approval of the special exception;
  - (2) The request must specify the amount of floor area and mix of uses currently constructed in the development; include the amount of special exception floor area constructed per building; indicate the total amount of proposed floor area including the special exception floor area per building to be constructed; identify each phase and the anticipated order of the remaining development and the anticipated completion date; establish, to the satisfaction of the Board, the continued market feasibility of the proposal; and state, in detail, how the proposal meets the recommendations set forth in the Comprehensive Plan including, but not limited to, the land use mix, the grid of streets, the amount of open space, including active recreation, parking ratios, and Transportation Demand Management achievements proffered in conjunction with the rezoning and any amendments thereto.

- (b)** Floor area ratio within the TOD District beyond ¼ mile from a Metrorail Station entrance and the Non-TOD District is as follows:
  - 1.** Maximum floor area ratio: 2.5 FAR, or as further qualified in the Comprehensive Plan. This requirement does not include the floor area for affordable and bonus market rate units provided in accordance with Section 5101; the floor area for proffered bonus market rate units or bonus floor area associated with the provision of workforce dwelling units as applicable; or any bonus density or intensity obtained for proffered public facilities or public infrastructure, all as set forth in the Comprehensive Plan.
  - 2.** For those properties within the TOD District beyond the ¼ mile and proposed for residential mixed use development as defined in the Comprehensive Plan, the FARs set forth in subsection (a) above may be applied if the applicant demonstrates to the Board’s satisfaction that:
    - a.* There is acceptable pedestrian access to the Metrorail Station;
    - b.* The proposed FAR cannot be achieved with the inclusion of bonuses for affordable housing or public facilities; and
    - c.* The property is adjacent to or redeveloping in coordination with property that is located within one-fourth of a mile from a Metrorail Station entrance.
- (c)** Cellar space counts as gross floor area and is included in the calculation of FAR, except when the cellar space:
  - 1.** Has a structural headroom of less than six feet, six inches and is specifically identified for mechanical equipment;
  - 2.** Is specifically identified for storage or other uses that are accessory to the principal uses in the building;

3. Is specifically identified as a loading space, including any associated travel way providing access to the space, as well as the loading dock used for the temporary loading and unloading of goods; or
  4. Is specifically identified to house an unmanned datacenter or other similar telecommunication or electronic equipment.
- (d) The floor area for dwellings will be calculated according to the gross floor area definition, as modified above, except that the following features will not be deemed gross floor area:
1. Balconies, porches, decks, breezeways, stoops, and stairs that may be roofed but that have at least one open side; or
  2. Breezeways that may be covered but that have two open ends.
  3. For the purposes of this subsection, an open side or open end has no more than 50 percent of the total area between the side(s), roof, and floor enclosed with railings, walls, or architectural features.

**(3) Open Space**

- (a) The Board will determine the amount of on-site or off-site open space in accordance with the Comprehensive Plan recommendations for streetscape and urban park standards. Open space includes publicly accessible parks and other open space elements such as courtyards, plazas, trails, outdoor recreational facilities, landscaped rooftops, courtyards on structures, green roofs, or any rooftop recreational facilities. Not more than one-half of the publicly accessible open space may be accommodated above the street level, unless the Board modifies this requirement to accommodate active recreation facilities.
- (b) Recreational facilities must be provided in conjunction with approval of a final development plan. These facilities are subject to the provisions of subsection 8100.2.E(4); however, recreational facilities, such as swimming pools, exercise rooms, or health clubs located on rooftops, deck areas, or areas within a building may be used to fulfill this requirement. The requirement for providing recreational facilities will be based on a minimum expenditure of \$1,900 per dwelling unit for recreational facilities and either:
1. The facilities will be provided on-site by the developer in substantial conformance with the approved final development plan; or
  2. The Board may approve the provision of the facilities on land that is not part of the subject PTC District.
- (c) The per unit contribution in subsection (b) above does not apply to affordable dwelling units.

**C. Additional Standards**

**(1) Concurrent Applications**

A site plan or minor site plan may be filed concurrently with the filing of a rezoning, special exception, or special permit; however, it may not be approved until the rezoning, special exception, or special permit application has been approved by the Board. Concurrent processing will not prejudice the consideration of the application in any way.

**(2) Off-Street Parking and Loading**

- (a) A substantial portion of the required parking should be provided in above or below grade parking structures.
- (b) Additional off-street parking and loading requirements in the PTC District are included in Section 6102.

**(3) Landscaping and Screening**

The landscaping and screening requirements of Section 5108 will apply as follows:

- (a) Subsections 5108.1 through 5108.4, are applicable.
- (b) Subsection 5108.5 applies, except where streetscape standards are set forth in the Comprehensive Plan.
- (c) Subsection 5108.6 only applies at the peripheral boundary of the Tysons Urban Center, as identified in the Comprehensive Plan.

**(4) Layout**

All uses and structures must be designed in an integrated manner. Freestanding structures up to two stories in height containing one or more uses are only permitted when the applicant demonstrates that the development meets the urban design guidelines set forth in the Comprehensive Plan.

**(5) Interim Uses**

As a part of a long-term phased development proposal and to assist in maintaining the economic viability of the Tysons Urban Center, when proposed as an interim use, uses and structures that legally exist at the time of the rezoning to the PTC District may be continued, including any drive-through facility. New uses and structures may also be permitted as interim uses, even if these interim structures do not fully satisfy the urban design guidelines. All interim uses must be specifically identified on an approved conceptual development plan, subject to the following:

- (a) The phasing plan must identify the interim use or structure, the intended duration of the interim use/structure, and how the interim use/structure fits into the phasing plan. The applicant must also demonstrate that the interim use or structure will not adversely impact the ability to achieve the objectives set forth above in the Purpose of the PTC District.
- (b) For existing uses and structures, to the extent feasible, the applicant should provide the design elements set forth in the urban design guidelines of the Comprehensive Plan, such as enhanced streetscape and improvements to pedestrian and vehicular access. New uses or structures, to the extent feasible, must be designed in accordance with the urban design guidelines including streetscape, build-to lines, and building articulation.
- (c) All off-street parking, loading, and stacking spaces for existing uses must be included as a part of the parking plan in Section 6102. Existing surface parking may be retained, provided this parking is redesigned, to the extent feasible, if it achieves the following:
  1. Minimizes pedestrian conflicts by limiting the number of curb cuts;
  2. Provides clearly identified pedestrian access through the parking lot; and
  3. Provides appropriate interior and perimeter landscaping and screening to minimize the potential adverse impacts on adjacent property.
- (d) New interim surface parking may be provided when the standards in subsection (5)(c) above are satisfied and when this surface parking is designed to orient parking, loading, and drive aisles to the rear and side of the structure.
- (e) The Board may impose such conditions and restrictions as it deems necessary to assure that the interim use or structure will be compatible with and will not adversely impact the ability to achieve the goals and objectives set forth in the Comprehensive Plan.

**D. Reference to Other Standards**

General regulations that may supplement the regulations above:

Use regulations	Article 4
Development plan requirements	Article 8, subsection 8100.2.E

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Site plan provisions

Article 8, subsection 8100.7

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(Ord. 112.1-2022-5, 02/22/2022)

Effective on: 2/23/2022

# **Tab H:**

Attorney's Opinion (MANDATORY)

March 14, 2023

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

RE: 2023 Tax Credit Reservation Request

Name of Development: Somos Phase B-9  
Name of Owner: Somos Phase B-9, LLC

Ladies and Gentlemen:

This undersigned firm represents the above-referenced Owner as its counsel. It has received a copy of and has reviewed the completed application package dated March 14, 2023 (of which this opinion is a part) (the “Application”) submitted to you for the purpose of requesting, in connection with the captioned Development, a reservation of low income housing tax credits (“Credits”) available under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”). It has also reviewed Section 42 of the Code, the regulations issued pursuant thereto and such other binding authority as it believes to be applicable to the issuance hereof (the regulations and binding authority hereinafter collectively referred to as the “Regulations”).

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

1. It is more likely than not that the inclusion in eligible basis of the Development of such cost items or portions thereof, as set forth in Hard Costs and Owners Costs section of the Application form, complies with all applicable requirements of the Code and Regulations.
2. The calculations (a) of the Maximum Allowable Credit available under the Code with respect to the Development and (b) of the Estimated Qualified Basis of each building in the Development comply with all applicable requirements of the Code and regulations, including the selection of credit type implicit in such calculations.
3. The appropriate type(s) of allocation(s) have been requested in the Reservation Request Information section in the Application form.
4. The information set forth in the Unit Details section of the Application form as to proposed rents satisfies all applicable requirements of the Code and Regulations.

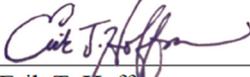
5. The site of the captioned Development is controlled by the Owner, as identified in the Site Control section of the Application, for a period of not less than four (4) months beyond the application deadline.

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:   
Erik T. Hoffman  
Its: Partner

# 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:

This deal does not require  
information behind this tab.

# **Tab K.1**

Revitalization Area Certification

RESOLUTION OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA  
DESIGNATING THE SOMOS AT MCLEAN METRO HOUSING PROPERTY  
REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on August 2, 2022, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, pursuant to the provisions of the Public-Private Education Facilities and Infrastructure Act of 2002, as amended, the SCG Development Partners, LLC (SCG) (the “Developer”) has proposed to construct approximately 450 affordable rental housing units (the “Development”) on a site located at 1750 Old Meadow Rd. in the Providence District as shown on Attachment 3 (the “Location Map”).

**WHEREAS**, the Developer’s financing plan for the Development includes, among other things, an application to Virginia Housing for competitive nine percent tax credits pertaining to a portion of the proposed Development.

**WHEREAS**, the Virginia Housing tax credit evaluation process provides that 15 additional points may be awarded to projects that meet the definition of a revitalization area pursuant to Virginia Code § 36-55-30:2 (“Revitalization Area”) and have been so designated by resolution of the governing body in which the Revitalization Area is located.

**WHEREAS**, the definition of a Revitalization Area used in Virginia Code § 36-55-30:2 is separate and distinct from terms “Revitalization Area” and “Revitalization District” as used in the various comprehensive plans for Fairfax County, Virginia. Any designation of the Development Site as a Revitalization Area does not in any manner affect any areas of the County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts.

**WHEREAS**, the Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that (i) the development of the Development Site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in such area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

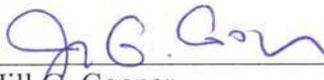
**NOW, THEREFORE, THE BOARD HEREBY DETERMINES** as follows:

The above-referenced proposed Development is located in an area that is hereby designated a Revitalization Area in Fairfax County, Virginia in accordance with Virginia Code § 36-55-30:2.

The Board has determined that (i) the commercial or other economic development of the Revitalization Area will benefit Fairfax County, but that this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this 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 this area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

**ADOPTED** this 2nd day of August, 2022.

A Copy – Teste:

A handwritten signature in blue ink, appearing to read "Jill G. Cooper", written over a horizontal line.

Jill G. Cooper

Clerk for the Board of Supervisors

# Tab K.2

Location Map





# **Tab K.3**

Surveyor's Certification of Proximity To Public  
Transportation

## Surveyor's Certification of Proximity to Transportation

**Date** February 3, 2023

**To** Virginia Housing  
601 South Belvidere Street  
Richmond, Virginia 23220

**RE:** 2023 Tax Credit Reservation Request

**Name of Development** Somos Phase B-9

**Name of Owner** Somos Phase B-9, LLC

Ladies and Gentlemen:

This letter is submitted to you in support of the Owner's Application for Reservation of Low Income Housing Tax Credits under Section 42 of the Internal Revenue Code of 1986, as amended.

Based upon due investigation of the site and any other matters as it deemed necessary this firm certifies that: the main street boundary entrance to the property is within:

2,640 feet or ½ mile of the nearest access point to an existing commuter rail, light rail or subway station; OR

1,320 feet or ¼ mile of the nearest access point to an existing public bus stop.

**Firm Name** VIKA VIRGINIA, LLC

**By** Franklin E. Jenkins, LS, PE

**Its** Director of Land Surveying/ Associate Member

**Title**  
Franklin E. Jenkins

Digitally signed by Franklin E. Jenkins  
DN: c=US, E=jenkins@vika.com,  
OU=VIKA VIRGINIA, LLC,  
CN=Franklin E. Jenkins  
Reason: I am approving this document  
Date: 2023.02.03 10:41:50-05'00'



Virginia Housing | Federal Housing Credit Manual



# Tab L:

PHA / Section 8 Notification Letter

## Appendices continued

### Y. Section 8 Waiting List Preference

#### PHA or Section 8 Notification Letter

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

#### **General Instructions**

1. Because of conflicting program requirements regarding waiting list procedures, this letter is not applicable to those developments that have 100% project-based Section 8 or project-based vouchers.
2. This PHA or Section 8 Notification letter (or proof of delivery to the correct PHA/Section 8 Administrator) must be included with the application.
3. 'Development Address' should correspond to the application.
4. 'Proposed Improvements' should correspond with the Application.
5. 'Proposed Rents' should correspond with the Application.
6. 'Other Descriptive Information' should correspond with information in the application.

**NOTE: Any change to this form letter may result in a reduction of points under the scoring system.**

## Appendices continued

**PHA or Section 8 Notification Letter**Date 2/28/2023To Mr. Thomas E. Fleetwood, Director  
3700 Pender Drive, Suite 300  
Fairfax, VA 22030RE: Proposed Affordable Housing DevelopmentName of Development Somos Phase B-9Name of Owner Somos Phase B-9, LLC

I would like to take this opportunity to notify you of a proposed affordable housing development to be completed in your jurisdiction. We are in the process of applying for federal low-income housing tax credits from Virginia Housing. We expect to make a representation in that application that we will give leasing preference to households on the local PHA or Section 8 waiting list. Units are expected to be completed and available for occupancy beginning on September 15, 2025 (date).

**The following is a brief description of the proposed development:**

Development Address \_\_\_\_\_  
1750 Old Meadow Road  
\_\_\_\_\_  
McLean, VA 22102  
\_\_\_\_\_

**Proposed Improvements:**

New Construction: 102 #Units 1 #Buildings  
 Adaptive Reuse: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings  
 Rehabilitation: \_\_\_\_\_ #Units \_\_\_\_\_ #Buildings

**Proposed Rents:**

Efficiencies: \$ \_\_\_\_\_ /month  
 1 Bedroom Units: \$ 1,228 - 1,762 /month  
 2 Bedroom Units: \$ 825 - 2,106 /month  
 3 Bedroom Units: \$ 946 - 2,426 /month  
 4 Bedroom Units: \$ \_\_\_\_\_ /month

**Other Descriptive Information:**

Located walking distance to the McLean Metro Station in Fairfax County. Somos Phase B-9 will be new  
construction of 102 units of affordable multifamily housing.  
\_\_\_\_\_

# Appendices continued

## PHA or Section 8 Notification Letter

We appreciate your assistance with identifying qualified tenants.

If you have any questions about the proposed development, please call me at (703) 942 - 6610 .

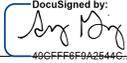
Please acknowledge receipt of this letter by signing below and returning it to me.

Sincerely yours,

Name Stephen P. Wilson

Title Authorized Representative of Somos Phase B-9, LLC

### To be completed by the Local Housing Authority or Sec 8 Administrator:

Seen and Acknowledged By  \_\_\_\_\_

Printed Name: Amy Ginger

Title Deputy Director

Phone 703-246-5134

Date 03/03/2023 | 08:10:10 EST

**Certificate Of Completion**

Envelope Id: B87812FADA07485D9D2B5D590ABC179A	Status: Completed
Subject: Complete with DocuSign: 2023_03 Tab L PHA Section 8 Notification Letter 2023 DRAFT.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Felicia Dunn
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	12000 Government Center Pkwy
	Department of Information Technology
	Fairfax, VA 22035-0063
	Felicia.Dunn@fairfaxcounty.gov
	IP Address: 71.126.176.75

**Record Tracking**

Status: Original	Holder: Felicia Dunn	Location: DocuSign
2023 March 3   08:00	Felicia.Dunn@fairfaxcounty.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fairfax County Government MAIN	Location: DocuSign

**Signer Events**

Amy Ginger  
 Amy.Ginger@fairfaxcounty.gov  
 Deputy Director  
 Fairfax County Government  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 40CFFF6F9A2544C...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 136.226.50.91

**Timestamp**

Sent: 2023 March 3 | 08:02  
 Viewed: 2023 March 3 | 08:09  
 Signed: 2023 March 3 | 08:10

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2023 March 3   08:02
Certified Delivered	Security Checked	2023 March 3   08:09
Signing Complete	Security Checked	2023 March 3   08:10
Completed	Security Checked	2023 March 3   08:10
Payment Events	Status	Timestamps

# **Tab M:**

Locality CEO Response Letter

This deal does not require information behind this tab.

# **Tab N:**

Homeownership Plan

This deal does not require information behind this tab.

# **Tab O:**

Plan of Development Certification Letter

This deal does not require information behind this tab.

# **Tab P:**

Developer Experience documentation and  
Partnership agreements (Please submit this TAB as a  
separate stand alone document)

This tab is submitted  
separately.

# **Tab Q:**

Documentation of Rental Assistance, Tax Abatement  
and/or existing RD or HUD Property



# County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

January 31, 2023

Stephen P. Wilson  
President – Virginia Office  
Somos Phase B-9, LLC  
c/o SCG Development Partners LLC  
8245 Boone Boulevard, Suite 640  
Tysons Corner, VA 22183

## **RE: PBV Commitment Letter**

Dear Steve:

The Fairfax County Redevelopment and Housing Authority (FCRHA) has made an award of eight (8) federal project-based vouchers (PBV) to the Somos Phase B-9 project with the goal of providing new housing opportunities to serve households at or below 50 percent of the Area Median Income (AMI) or for such lower income households as may be required by Virginia Housing.

As a Moving to Work agency, the Fairfax County Redevelopment and Housing Authority (FCRHA), was authorized in its FY2017 MTW Plan to provide a commitment of project-based vouchers utilizing an alternative competitive process. Somos at McLean (which includes Somos Phase B-9) was awarded funding under a competitive process — the *Notice of Funding Availability (NOFA) for Affordable Rental Housing Development Projects (issued on July 1, 2022)* — and at its meeting on July 21, 2022, the FCRHA authorized, and the Fairfax County Board of Supervisors approved at its meeting on August 2, 2022, Housing Blueprint Loans to Somos at McLean (Front and Rear buildings).

At least ninety (90) days prior to starting construction, the FCRHA must begin pre-construction reviews for U.S. Department of Housing and Urban Development (HUD) statutory requirements, including, without limitation, for subsidy layering, environmental reviews, and confirming no construction has commenced, as outlined in 24 CFR Part 983.153. Once these requirements are met, the FCRHA will enter into an Agreement to enter into a Housing Assistance Payment Contract (AHAP) with the developer. Upon completion of construction in compliance with the AHAP, the FCRHA will enter into a Project Based Voucher HAP Contract with the project owner.

If you have any questions, please contact me at 703-246-5134 or by email at [Amy.Ginger@fairfaxcounty.gov](mailto:Amy.Ginger@fairfaxcounty.gov).

Sincerely,

Amy Ginger  
Deputy Director, Operations

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**Department of Housing and Community Development**  
3700 Pender Drive, Suite 100  
Fairfax, Virginia 22030-7442  
Tel. 703-246-5280 • Fax 703-273-2363 • TTY 703-385-3578  
[www.fairfaxcounty.gov/rha](http://www.fairfaxcounty.gov/rha)

Fairfax County, Department of Housing and Community Development

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**Department of Housing and Community Development**  
3700 Pender Drive, Suite 100  
Fairfax, Virginia 22030-7442  
Tel. 703-246-5280 • Fax 703-273-2363 • TTY 703-385-3578  
[www.fairfaxcounty.gov/rha](http://www.fairfaxcounty.gov/rha)

# **Tab R:**

Documentation of Operating Budget and Utility Allowances

**M. OPERATING EXPENSES**

**Administrative:**

Use Whole Numbers Only!

1. Advertising/Marketing			\$20,400
2. Office Salaries			\$56,916
3. Office Supplies			\$8,362
4. Office/Model Apartment	(type		\$0
5. Management Fee			\$57,977
	3.04% of EGI	\$568.40	Per Unit
6. Manager Salaries			\$23,868
7. Staff Unit (s)	(type		\$0
8. Legal			\$377
9. Auditing			\$8,315
10. Bookkeeping/Accounting Fees			\$0
11. Telephone & Answering Service			\$7,925
12. Tax Credit Monitoring Fee			\$3,570
13. Miscellaneous Administrative			\$8,681
<b>Total Administrative</b>			<b>\$196,391</b>

**Utilities**

14. Fuel Oil			\$0
15. Electricity			\$25,500
16. Water			\$12,623
17. Gas			\$0
18. Sewer			\$25,628
<b>Total Utility</b>			<b>\$63,751</b>

**Operating:**

19. Janitor/Cleaning Payroll			\$0
20. Janitor/Cleaning Supplies			\$0
21. Janitor/Cleaning Contract			\$28,174
22. Exterminating			\$708
23. Trash Removal			\$9,690
24. Security Payroll/Contract			\$1,530
25. Grounds Payroll			\$0
26. Grounds Supplies			\$1,530
27. Grounds Contract			\$13,770
28. Maintenance/Repairs Payroll			\$57,650
29. Repairs/Material			\$36,323
30. Repairs Contract			\$16,748
31. Elevator Maintenance/Contract			\$8,957
32. Heating/Cooling Repairs & Maintenance			\$9,667
33. Pool Maintenance/Contract/Staff			\$0
34. Snow Removal			\$567
35. Decorating/Payroll/Contract			\$11,628
36. Decorating Supplies			\$17,442
37. Miscellaneous			\$50,000
<b>Totals Operating &amp; Maintenance</b>			<b>\$264,384</b>

**M. OPERATING EXPENSES**

**Taxes & Insurance**

38. Real Estate Taxes	\$306,000
39. Payroll Taxes	\$13,954
40. Miscellaneous Taxes/Licenses/Permits	\$12,076
41. Property & Liability Insurance	\$2,550
42. Fidelity Bond	\$0
43. Workman's Compensation	\$12,852
44. Health Insurance & Employee Benefits	\$18,360
45. Other Insurance	\$0
<b>Total Taxes &amp; Insurance</b>	<b>\$365,792</b>

**Total Operating Expense** **\$890,318**

<b>Total Operating Expenses Per Unit</b>	\$8,729	<b>C. Total Operating</b>	46.66%	
		<b>Expenses as % of EGI</b>		

**Replacement Reserves** (Total # Units X \$300 or \$250 New Const. Elderly Minimum) **\$25,500**

<b>Total Expenses</b>	<b>\$915,818</b>
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**ACTION:** Provide Documentation of Operating Budget at **Tab R** if applicable.



February 2, 2023

Jennifer Schneider  
 SCG Development Partners, LLC  
 8245 Boone Boulevard Suite 640  
 Tysons Corner, VA, 22182  
 JLS@scgdevelopment.com

RE: Preliminary Utility Allowance for Somos Phase B-9

Dear Ms. Schneider,

Please see the following Preliminary Utility Allowance (UA) for Somos Phase B-9 located in McLean, Virginia. Projections were generated with the applicable rates, fees, and taxes of following providers:

Electricity:	Dominion Energy	Gas:	N/A
Water:	Fairfax Water	Trash:	N/A
Sewer:	Fairfax County		

The utility rates used to produce this UA are no older than the rates in place 60 days prior to the date of this letter. Below is a table depicting the highest monthly UA by each bedroom type. Should you have any questions do not hesitate to contact me.

UTILITY ALLOWANCE			ALLOWANCES BY BEDROOM SIZE				
Utilities	Utility Type	Paid by	Studio	1-bdr	2-bdr	3-bdr	4-bdr
Heating	Electric	Tenant	N/A	\$ 13.55	\$ 16.41	\$ 19.28	N/A
Air Conditioning	Electric	Tenant	N/A	\$ 6.33	\$ 7.66	\$ 9.00	N/A
Cooking	Electric	Tenant	N/A	\$ 5.42	\$ 6.56	\$ 7.71	N/A
Lighting	Electric	Tenant	N/A	\$ 21.69	\$ 26.26	\$ 30.84	N/A
Hot Water	Electric	Tenant	N/A	\$ 12.65	\$ 15.32	\$ 17.99	N/A
Water	-	Tenant	N/A	\$ 15.38	\$ 20.28	\$ 25.17	N/A
Sewer	-	Tenant	N/A	\$ 31.96	\$ 42.92	\$ 53.89	N/A
Trash	-	Owner	N/A	\$ -	\$ -	\$ -	N/A
<b>Total UA costs (Unrounded)</b>			\$ -	\$ 106.98	\$ 135.41	\$ 163.87	\$ -

*\*Allowances only for Somos Phase B-9 as an ENERGY STAR and EarthCraft project. The water and sewer projections were produced using water fixtures with flow rates of 1.28 gpf toilets, 2.0 gpm showerheads, 2.2 gpm kitchen faucets, and 1.5 gpm lavatory faucets. Due to rounding, the amounts for the UA components may not add up to the Total UA amount.*

Sincerely,

Katy Maher  
 Project Manager

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**UApro**

Effective June 1, 2022

Locality		Green Discount	Unit Type					Weather Code	Date	
<b>Fairfax County RHA 2022</b>		<b>No</b>	<b>Large Apartment (5+ units)</b>					<b>VA019</b>	<b>2/9/2022</b>	
Utility or Service		Monthly Dollar Allowances								
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR	8 BR
Space Heating	Natural Gas	\$28	\$32	\$37	\$42	\$46	\$51	\$56	\$60	\$65
	Bottled Gas	\$73	\$85	\$98	\$111	\$124	\$137	\$150	\$163	\$176
	Electric Resistance	\$16	\$19	\$24	\$29	\$33	\$37	\$42	\$46	\$51
	<b>Electric Heat Pump</b>	<b>\$14</b>	<b>\$17</b>	<b>\$19</b>	<b>\$21</b>	\$22	\$23	\$25	\$26	\$28
	Fuel Oil	\$54	\$64	\$73	\$83	\$93	\$102	\$112	\$121	\$131
Cooking	Natural Gas	\$4	\$5	\$7	\$9	\$11	\$13	\$15	\$17	\$19
	Bottled Gas	\$10	\$12	\$17	\$22	\$28	\$33	\$38	\$44	\$49
	<b>Electric</b>	<b>\$5</b>	<b>\$6</b>	<b>\$8</b>	<b>\$11</b>	\$13	\$15	\$18	\$20	\$22
	Other									
<b>Other Electric</b>	<b>\$18</b>	<b>\$21</b>	<b>\$29</b>	<b>\$37</b>	\$46	\$54	\$62	\$71	\$79	
<b>Air Conditioning</b>	<b>\$4</b>	<b>\$5</b>	<b>\$7</b>	<b>\$9</b>	\$11	\$13	\$15	\$17	\$19	
Water Heating	Natural Gas	\$9	\$11	\$15	\$20	\$25	\$29	\$34	\$38	\$43
	Bottled Gas	\$23	\$27	\$40	\$52	\$64	\$76	\$88	\$101	\$113
	<b>Electric</b>	<b>\$12</b>	<b>\$14</b>	<b>\$18</b>	<b>\$21</b>	\$25	\$29	\$33	\$36	\$40
	Fuel Oil	\$17	\$20	\$29	\$39	\$48	\$57	\$67	\$76	\$85
<b>Water</b>	<b>\$19</b>	<b>\$20</b>	<b>\$29</b>	<b>\$43</b>	\$57	\$70	\$82	\$95	\$108	
<b>Sewer</b>	<b>\$33</b>	<b>\$37</b>	<b>\$58</b>	<b>\$90</b>	\$122	\$154	\$182	\$211	\$241	
<b>Electric Fee</b>	<b>\$7</b>	<b>\$7</b>	<b>\$7</b>	<b>\$7</b>	\$7	\$7	\$7	\$7	\$7	
Natural Gas Fee	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16	\$16
Fuel Oil Fee										
Bottled Gas Fee										
Trash Collection	\$39	\$39	\$39	\$39	\$39	\$39	\$39	\$39	\$39	\$39
Range/Microwave										
Refrigerator										
Other - specify										

**112      127      175      239**

# **Tab S:**

Supportive Housing Certification

## MEMORANDUM OF UNDERSTANDING (MOU)

### COMMUNITY RESIDENCES, INC. DBA CRI

AND

### SOMOS PHASE B-9

#### 1.0 Purpose

The purpose of this Memorandum of Understanding is to establish a collaborative partnership between Community Residences, Inc (“CRi”), Somos Phase B-9, LLC, collectively known as the “Parties.” This collaborative partnership will provide affordable housing and tenancy support services to individuals with developmental disabilities<sup>1</sup> and/or serious mental illness (DD/SMI) in accordance with the principles of and evidenced-based practices for permanent support housing (PSH). The Parties are committed to a “housing first” approach that provides access to low-barrier housing and voluntary services tailored to ensure individuals remain housed, supported and successful in Low Income Housing Tax Credit (LIHTC) properties.

#### 2.0 SCOPE OF AGREEMENT

**2.01 Background & Intent.** Virginia Housing<sup>2</sup> modified its LIHTC Program Qualified Allocation Plan in 2015 to establish a first leasing preference in LIHTC properties for households with developmental disabilities (I/DD). The first leasing preference gives approved target populations priority in leasing available units at a LIHTC property. The plan was amended again in 2019 to expand the target population for this leasing preference to include:

*individuals (i) in a target population identified in a memorandum of understanding between the Authority and one or more participating agencies of the Commonwealth, (ii) having a voucher or other binding commitment for rental assistance from the Commonwealth, and (iii) referred to the development by a referring agent approved by the Authority. The leasing preference shall not be applied to more than ten percent (10%) of the units in the development at any given time.*

Virginia Housing currently has memoranda of understanding with the Virginia Department of Behavioral Health and Developmental Services (DBHDS) for two

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<sup>1</sup> The term “developmental disabilities” is inclusive of both intellectual disabilities and developmental disabilities.

<sup>2</sup> Virginia Housing (formerly known as Virginia Housing Development Authority) is a self-supporting, not-for-profit organization created by the Commonwealth of Virginia in 1972 to help Virginians attain quality, affordable housing. Virginia Housing provides mortgages, administers the Low Income Housing Tax Credit (LIHTC) program in Virginia, and administers the Housing Choice Voucher Program in designated areas of the Commonwealth.

target populations: adults with developmental disabilities and adults with serious mental illness (SMI). Section 2.02 of this MOU defines the criteria for each target population.

This MOU memorializes the commitment of the Parties to pledge to increase the DD and SMI populations' access to independent housing in the community in accordance with the community living options provisions of the Department of Justice Settlement Agreement with the Commonwealth of Virginia (for those with a developmental disability), the Americans with Disabilities Act and the Olmstead v L.C. decision.

**2.02 Goals:** The Parties endeavor to provide permanent supportive housing (PSH) through a partnership that provides affordable rental housing and tenancy support services for eleven (11) individuals in a manner which maintains high fidelity with PSH principles and evidence-based practices. The Virginia DBHDS Permanent Supportive Housing Fidelity Assessment<sup>3</sup> ("PSH Fidelity Assessment") outlines the performance measures used to track progress toward operating a high fidelity PSH program across specific domains and sub-domains.

**2.03 Target Population.** Individuals must meet the criteria below for the DD or SMI subpopulation to be eligible for tenancy support services under this MOU ("eligible individuals").

Developmental Disabilities: an adult age 18 or older with a developmental disability as defined by the Code of Virginia who is at or below 50% of the Area Median Income (AMI) and does not live with a parent, grandparent or guardian. The adult must be in one of the following categories:

- transitioning from a skilled nursing facility, an intermediate care facility, a state training center, a group home or other congregate setting and functionally eligible for a Developmental Disabilities Waiver;
- receiving Building Independence (BI), Family and Individual Supports (FIS) or Community Living (CL) Waiver services; or
- determined eligible for and currently on a waitlist for the BI, FIS or CL Waiver.

Serious Mental Illness: an adult age 18 or older with Serious Mental Illness (SMI) who is at or below 50% of the AMI. The adult must be in one or more of the following categories:

- a patient in a state psychiatric facility;
- a resident of a supervised residential setting (e.g., assisted living facility, group home) who wants to live more independently;
- a person experiencing chronic homelessness (as defined by the U.S. Department of Housing & Urban Development (HUD) or who is literally homeless and at risk of becoming chronically homeless; and/or
- a person who is unstably housed and a frequent user of hospital or criminal justice

---

<sup>3</sup> The Virginia DBHDS Permanent Supportive Housing Fidelity Assessment is available on the DBHDS MS Teams Channel "TM-DBHDS-OCH-LIHTC-General"

system interventions.

**2.04 Number to Be Served:** The Parties agree to offer tenancy support services to a 11 eligible individuals at Somos Phase B-9 LIHTC properties, as set forth in Exhibit A (“covered properties”). CRi will provide tenancy support services. Eligible individuals must be in a target population identified in Section 2.03 and must be applying to rent or currently renting a unit in one of the covered properties. Eligible individuals who accept tenancy support services at a covered property are known as “Participants.” Participants are not required to reside in a unit that has a leasing preference for the target population provided the Participant meets the eligibility criteria in Section 2.03 and all Parties agree.

Should the Parties reach service capacity 11, CRi will establish and maintain a waiting list for tenancy support services and offer these services as additional capacity becomes available. CRi will develop and implement a system for prioritizing individuals on the waitlist. Additionally, CRi will inform individuals on the waitlist about alternative supports that they might access while on the waitlist.

### **3.0 ROLES & RESPONSIBILITIES OF THE PARTIES**

#### **3.01 CRi**

CRi is a provider of residential supportive services to the target population in the northern Virginia region. CRi’s role in this MOU is to make tenancy support services available to Participants who are applying to rent in or currently renting a unit in a covered property. CRi will perform the following responsibilities in this role:

- a) conduct outreach to individuals in the target population, including those CRi identifies and those referred by Paradigm Management II, LP staff;
- b) coordinate engagement efforts with 11 to encourage target population participation in CRi tenancy supports;
- c) screen referrals for target population eligibility;
- d) enter into participation agreements with eligible individuals who desire to receive tenancy supports;
- e) complete assessments focusing on housing and support needs for eligible Participants;
- f) develop Individual Service Plans (ISPs) for Participants;
- g) create and maintain a recordkeeping system for Participant case files (e.g., Credible);
- h) assist Participants with accessing rent assistance, leasing preferences (via DBHDS) and other financial assistance needed to obtain housing;
- i) provide individualized pre-tenancy supports described in Exhibit B in collaboration with other agencies and natural support persons involved with Participants (e.g., CSB Case Management or Support Coordination, family, or other service providers);
- j) provide tenancy supports described in Exhibit B in accordance with the ISP, including regular home visits with Participants;

- k) link Participants to other services and resources that will help maintain housing stability (e.g., substance abuse treatment, mental health treatment, Medicaid Waiver home and community-based services, vocational training or rehabilitation, transportation, benefits, SNAP, heating/cooling assistance, etc.);
- l) support Participants with requesting reasonable accommodations that will improve housing access and housing stability;
- m) respond promptly to Participants who experience crises that could result in the loss of housing and provide supports to resolve these crises through coordinating with Paradigm Management II, LP staff;
- n) assist Participants with moving on to other housing options when applicable;
- o) administer performance measurement tools and track performance outcomes; and
- p) share data with Paradigm Management II, LP for joint analysis to establish baseline performance and measure progress toward desired PSH outcomes.

### **3.02 Somos Phase B-9, LLC**

**As owner of the project, Somos Phase B-9, LLC is responsible for contracting with a qualified property management company to perform the leasing and management requirements for the project. Somos Phase B-9, LLL has selected Paradigm Management II, LP as the property management company and will direct Paradigm Management II, LP to perform the responsibilities listed below as well as ensure the anticipated management budget includes what is necessary for those responsibilities to be performed.**

### **3.03 Paradigm Management II, LP**

Paradigm Management II, LP, provides property management services in properties developed for Somos Phase B-9, LLC. Paradigm Management II, LP role is to fill unit vacancies, collect rent, enforce lease provisions, perform maintenance and repairs, prepare units for re-rental, and provide asset management for Somos Phase B-9, LLC properties. Paradigm Management II, LP will perform the following responsibilities in these roles:

- a) market covered properties to prospective applicants in the target population and share marketing materials with DBHDS & CRi for use in their outreach efforts;
- b) notify CRi of the availability of leasing preference slots;
- c) refer applicants/tenants who may be in the target population and who need assistance with pre-tenancy or tenancy supports to CRi;
- d) accept rental applications, screen applicants and notify applicants of application decisions in accordance with the property's tenant selection plan;
- e) prepare and execute leases and related tenancy documents;
- f) collect rent;
- g) promote lease adherence and address lease violations in consultation with CRi tenancy support specialists;
- h) inspect units;
- i) arrange routine maintenance and coordinate unit and property repairs;
- j) perform recertifications to verify tenants are eligible for continued occupancy in consultation with CRi tenancy support specialists;

- k) review/process reasonable accommodation requests in consultation with CRi tenancy support specialists;
- l) track occupancy of units with LIHTC leasing preferences;
- m) coordinate with CRi staff to address and help resolve Participant crises that could result in the loss of housing; and
- n) share property management data with CRi on a mutually agreed upon schedule for joint analysis to establish baseline performance and measure progress toward desired PSH outcomes.

#### **4.0 DELIVERABLES**

The Parties commit to producing the following tangible deliverables during the term of this MOU:

##### **4.01 Paradigm Management II, LP will deliver/provide:**

- a) marketing materials and/or information about each covered property for CRi. These materials will be made available prior to pre-leasing for vacant properties and at unit turnover for occupied properties;
- b) 11 units with leasing preferences across Somos Phase B-9, LLC properties located in northern Virginia, as set forth in Exhibit A;
- c) an answering service for Participant and property emergencies which Participants and CRi can access during non-business hours;
- d) written procedures for requesting and processing reasonable accommodation and modification requests;
- e) a standardized tenant selection plan that includes procedures for using limited criminal background screenings and conducting individualized assessments per the Virginia Department of Professional and Occupational Regulation's Model Policy for Tenant Screening; and
- f) reports, provided on a mutually agreed schedule, containing data on:
  - i. Participant move-in dates
  - ii. Participant move-out dates
  - iii. number of Participants who obtain leases
  - iv. number of Participants who maintain leases for the full lease term
  - v. number of remediable and non-remediable lease violation notices issued to Participants
  - vi. number of Participants who have full evictions completed by the local Sheriff
  - vii. number of Participants who pay monthly rent on time and in full

##### **4.02 Paradigm Management II, LP will deliver/provide:**

- a) community and/or office space at covered properties which is made available for tenancy support activities, as set forth in Exhibit A;
- b) rules for CRi access and use of community and/or office space; and
- c) relevant reports, provided on a mutually agreed schedule

##### **4.03 CRi will deliver:**

- a) A Housing Specialty Care (HSC) Team comprised of a Coordinator, Case Manager and Tenant Support Specialists. The Coordinator and Case Manager will support Participants in the target population across all covered properties. The Tenant Support Specialists will be assigned a cluster of covered properties (“hubs”) and have a caseload capacity of individuals.
  - i. the Coordinator will ensure services are delivered as designed and expected within the contract and will conduct outreach, networking and overall supervision and management of the program.
  - ii. the Case Manager will conduct screenings and assessments, support Participants in their initial connections with specific covered properties during the pre-tenancy phase of the program, develop ISPs, and complete all relevant eligibility recertification processes required in consultation with Paradigm Management II, LP staff at the covered properties.
  - iii. The Tenant Support Specialists will deliver customized pre-tenancy and tenancy supports to Participants at the covered properties in accordance with their needs and the terms of their ISPs. See Exhibit B for a description of pre-tenancy and tenancy supports. The specialists focus on skills training and helping Participants engage with their neighbors and their community.

## 5.0 COMMUNICATION

The Parties pledge to implement the following strategies to facilitate interagency communication that supports the goals of this MOU:

**5.01 Multi-Agency Consent to Exchange Information:** All Parties agree to adopt a multi-agency consent form that Participants must sign in order for the Parties to exchange information needed to assist Participants with accessing and maintaining housing and services, should it be deemed helpful. (see approved consent form in Exhibit C).

**5.02 Interagency staff meetings:** Regular and special interagency staff meetings will occur among the Parties’ staff on a mutually agreeable schedule to discuss Participant issues that may affect their ability to obtain or maintain housing, interagency communication and role coordination, joint training needs and plans, data collection efforts, and management or operational concerns that affect the delivery of PSH.

**5.03 On-call property management and tenancy supports:** CRi staff will provide a 24/7 on call phone number to Participants as well as to Paradigm Management II, LP in the event of a Participant emergency. Paradigm Management II, LP staff will provide on hours and after hours emergency contact phone numbers to CRi staff for Participant or property emergencies.

**5.04 Interacting with media:** In the event of a Participant or property emergency or other instance involving unplanned media attention, both CRi and Paradigm Management II, LP will direct all inquiries to their respective CEO/Executive Director.

## **6.0 TERMS & CONDITIONS**

The Parties agree to the following terms and conditions:

**6.01 Performance Expectation.** Each Party pledges in good faith to go forward with this MOU and to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU.

**6.02 Term.** This MOU shall be in effect upon signature by both Parties. It will be implemented upon award of a Virginia 9% LIHTC Award. The MOU will be reviewed annually by both parties and renewed for an additional 24-month period unless amended or terminated in writing as provided below.

**6.03 Modifications.** This agreement may be amended by mutual consent of the Parties, provided all changes are incorporated in written, signed amendments to this MOU at least thirty (30) days prior to the effective date of such changes.

**6.04 Suspension/Termination.** Either Party may suspend or terminate this MOU, subject to the conditions below, by giving the other Party sixty (60) days prior written notice.

**6.05 For Cause.** Either Party may suspend or terminate this MOU for cause in the event the other Party fails to perform any material obligation required of it pursuant to this MOU; provided, the non-breaching Party first gives notice to the other Party of the breach with reasonable detail and the opportunity to cure the breach within thirty (30) days after the date of the notice. Should the breach not be cured within such time period, the non-breaching Party shall promptly confirm its suspension or termination of the MOU in writing to the other Party.

**6.06 For Inability to Perform.** The Party wishing to suspend or terminate this agreement because it is unable to perform as provided under this MOU shall give the other Party sixty (60) days prior written notice of its intent to suspend or withdraw from the MOU. The suspending/terminating Party shall remain subject to all terms and conditions of this MOU until the sixty (60) day period has elapsed, unless a shorter period is agreed upon by the Parties.

**6.07 Dispute resolution.** The primary contacts for the Parties shall attempt to resolve disputes through good faith discussions. If resolution is not achieved, negotiations may be required between the Parties.

**6.08 Authorities.** Nothing contained herein shall be deemed to provide authority in one Party to bind another to any contract or to create liability to another Party.

Furthermore, one Party shall not assign, sublet, or subcontract any work related to this agreement or any interest it may have herein without the prior written consent of the other Party.

Furthermore, nothing contained herein will create a financial obligation by one Party to the other and no funds will be exchanged by one Party with the other for its performance of the terms of this MOU.

**6.09 Compliance with existing statutes, and regulations.** Nothing in this MOU shall be construed to authorize or permit any violation of any federal, state or local law and/or regulation.

**6.10 Confidentiality.** According to the Code of Federal Regulations, 42 CFR, Part 2; the Health Insurance Portability and Accountability Act (HIPAA); and relevant Federal and State statutes pertaining to confidentiality of records, whenever and wherever required by such regulation or law, all Participant specific information shall be provided by one Party to the other only with the expressed written and informed consent of the Participant. All Parties agree to implement procedures to fully comply with all relevant terms of 42 CFR, Part 2. All Parties agree to institute reasonable and appropriate procedures for safeguarding Participant identifying information when reviewing, storing and processing any information pertaining to any shared Participants. Individual situations and cases will be discussed among collaborators on a " need to know" basis and facilitators will work cooperatively to ensure that this is honored.

**6.11 Nondiscrimination.** There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operation of the project.

**6.12 Severability.** In the event any provision of this MOU shall be found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

**6.13 Representation/Relationship.** Neither Party's staff shall hold themselves out as employees or agents of the other. No Party shall withhold on behalf of the employees of another, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship, or to allow the Parties to exercise control over one another or the manner in which their employees or agents perform the services which are the subject of this Agreement.

**6.14 Liability.** Neither Party to this MOU shall be liable for any damages, liabilities, judgments, attorney's fees, settlements, or other expenses arising out of claims for the negligent acts or omissions of the other party. To the extent permitted by Virginia law, each Party shall be responsible for the actionable errors, acts, and omissions of its agents, volunteers and/or employees, causing loss or harm to persons not a party to this MOU, as well as the other Party. Notwithstanding the foregoing, nothing herein shall be construed to impair or abrogate a Party's governmental immunity pursuant to

Virginia law.

**6.15 Parties to this MOU.** This agreement is not intended to and shall not confer upon any other person or business entity, other than the Parties hereto, any rights or remedies with respect to the subject matter of this Agreement.

## **7.0 NOTICES**

All notices and other communications regarding this MOU shall be in writing and shall be hand delivered, sent by fax or scanned and sent by email, and a duplicate copy transmitted by another method of delivery authorized hereunder, sent by certified first class mail, postage prepaid, or sent by nationally recognized express courier service. Such notices and other communications shall be effective upon receipt if hand-delivered, sent by fax or scanned and sent by email (with a duplicate copy transmitted by another method of delivery authorized hereunder), five (5) days after mailing if sent by mail, and one (1) day after dispatch if sent by express courier, to the primary contacts at the addresses and or fax numbers in Section 8.0.

## **8.0 PRIMARY CONTACTS**

The Parties intend that the work under this MOU shall be carried out in the most efficient manner possible. To that end, the Parties intend to designate individuals that will serve as primary contact between the Parties. The Parties intend that, to the maximum extent possible and unless otherwise approved by the other Party, all significant communications between the Parties shall be made through the primary contacts. The designated primary contacts for the Parties are:

### **CRI:**

Tania Hammock, EVP/Chief  
Clinical Officer 14160  
Newbrook Drive, #100  
Chantilly, VA 20151  
(703)-842-2349  
[thammock@mvcricri.org](mailto:thammock@mvcricri.org)

### **For Somos Phase B-9, LLC:**

c/o SCG Development Partners, LLC  
8245 Boone Blvd., Suite 640  
Tysons Corner, VA 22182  
(703) 942-6610  
[SPW@scgdevelopment.com](mailto:SPW@scgdevelopment.com)

This Agreement, together with any attachments hereto and any amendment or modification that may hereafter be agreed to by the Parties in writing, constitutes the entire understanding between the Parties with respect to the subject-matter hereof and

supersedes any and all prior understandings and agreements, oral or written, relating hereto.

The Parties hereby agree to the foregoing Memorandum of Understanding, which shall be effective immediately upon ratification by the signatories listed below.

**For: Somos Phase B-9, LLC, a Virginia limited liability company**  
By: Somos Phase B-9 MM, LLC, its managing member;  
By: SCG Development Partners, LLC, its managing member;  
By: SCG Development Manager, LLC, its managing member;  
By: SCG Capital Corp., its sole member

  
\_\_\_\_\_  
Stephen P. Wilson, President – Virginia Office

2/28/2023  
Date

**For CRI**

\_\_\_\_\_  
Tania Hammock, EVP/CCO

\_\_\_\_\_  
Date

**Signature:**   
Tania Hammock (Feb 28, 2023 16:42 EST)

**Email:** thammock@mycri.org

**EXHIBIT A**  
**Somos Phase B-9 PARTICIPATING PROPERTIES**

<b>Covered Property Name</b>	<b>Hub</b>	<b>Leasing Preference Slots</b>	<b>Community/Office Space for CRi Use</b>
Somos Phase B-9		11	On site

*\* These properties have agreed to expand their leasing preference to include the SMI target population and are awaiting approval by Virginia Housing.*

**EXHIBIT B**  
**DESCRIPTION OF CRi PRE-TENANCY AND TENANCY SUPPORTS**

Pre-tenancy supports focus on supporting individuals to access housing. Assistance may include but is not limited to:

- a) assessing Participants' housing needs
- b) providing Participants referrals to community services
- c) completing paperwork to connect Participants to services and to maintain services
- d) building Participants' awareness of and access to safe, affordable housing options
- e) supporting Participants to apply for rental assistance
- f) supporting Participants to apply for and lease units at covered properties
- g) helping Participants secure identification and other documents necessary to qualify for rental assistance and rental housing, and to lease housing
- h) providing Participants ongoing assistance with housing barrier removal and assisting them with requests for reasonable accommodations
- i) facilitating Participants' access to transportation to see units
- j) assisting Participants to search for housing that meets their needs
- k) completing housing applications with Participants
- l) walking Participants through units prior to move-in and helping them complete move-in inspections
- m) referring Participants to resources to pay for housing costs
- n) reviewing the lease with Participants so they understand rent payment, damages, termination, and occupancy terms
- o) accompanying or meeting Participants for lease signing
- p) assisting Participants to secure household goods and furniture
- q) supporting Participants to set up utilities and renter's insurance
- r) assisting Participants with moving client into housing
- s) orienting Participants to the features, amenities, and equipment in apartment unit, t
- t) orienting Participants to the amenities, services and resources in their apartment building and their community

Tenancy support services focus on assisting Participants with maintaining housing. Services and supports may include:

- a) ongoing assistance to qualify Participants for housing, including initial eligibility determinations, eligibility recertifications, and lease renewals
- b) ongoing assistance with making requests for reasonable accommodations and modifications
- c) developing individualized housing goals and support plans with Participants that are reviewed and updated annually
- d) training to develop Participants' independent living skills and ongoing support to utilize these skills (e.g., grocery shopping, laundry, housekeeping, budgeting, cooking, reading/responding to mail, etc.)
- e) early identification of Participant behaviors that may jeopardize housing and intervention to restore housing stability
- f) educating Participants about the role, rights and responsibilities of tenants and landlords, including periodic reviews of lease terms and provisions
- g) assisting Participants to communicate effectively with property management staff
- h) helping Participants' navigate access to services and community resources
- i) linking Participants to culturally responsive/specific service

- j) supporting and motivating Participants
- k) connecting Participants to representative payee services
- l) completing paperwork to connect Participants to benefits, services and resources to help Participants maintain benefits, services and resources
- m) reauthorizing services quickly to prevent crises
- n) teaching and supporting Participants to develop budgets and rental payment plans
- o) teaching Participants to manage utilities
- p) engaging and maintaining relationships with landlords (to manage crises, resolve housing issues, respond to landlord concerns, etc.)
- q) arranging transportation resources
- r) assisting with obtaining home furnishings and supplies
- s) inspecting units during occupancy to see if there are any developing issues
- t) orienting Participants to their apartments and the property
- u) teaching residents to navigate their community
- v) advocating to prevent eviction and assist with rental assistance appeals
- w) rehousing Participants in difficult circumstances
- x) establishing a routine with meaningful activities
- y) developing natural supports and a community with neighbors
- z) assisting Participants with establishing social boundaries
- aa) assisting Participants to feel safe in the home
- bb) teaching Participants to advocate for themselves
- cc) coaching Participants to modify behaviors that could endanger their housing

## EXHIBIT C

*Multi consent will be added if deemed necessary*

# Commonwealth of Virginia

Department of Behavioral Health and Developmental Services

*Pursuant to the provisions of Title 37.2, Code of Virginia  
and  
The Rules and Regulations  
of the*

**DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES**

***A License is hereby granted to***

CRI  
14160 NEWBROOK DRIVE  
CHANTILLY, VA 20151

***to maintain and operate***

SEE ADDENDUM FOR LISTING OF LICENSED SERVICES

**LICENSE AS:** A PROVIDER OF DEVELOPMENTAL DISABILITY, MENTAL HEALTH,  
AND SUBSTANCE ABUSE SERVICES.  
**STIPULATIONS:**

*This TRIENNIAL license is for the period beginning FEBRUARY 01, 2021  
through JANUARY 31, 2024 subject however to revocation for justifiable cause.*

**License Number: 058**

By

*Alison Land*

**ALISON G. LAND, FACHE  
COMMISSIONER**

*Joe Benz*  
**JAE BENZ, MSW  
DIRECTOR, OFFICE OF LICENSING**





### DBHDS MOU Review and Decision

SCG Development, Developer of Somos Phase B-9 Low-Income Housing Tax Credit (LIHTC) Applicant (2023-C-22) and CRi., Resident Service Provider have partnered together through a Memorandum of Understanding (MOU) to provide onsite resident services to tenants of Somos Phase B-9, once placed in service. SCG Development has requested DBHDS to review and approve the MOU between the parties as required in Virginia Housing’s (VH) LIHTC Qualified Allocation Plan (QAP) for consideration of the extra point (15) incentive *Resident Well Being*.

The MOU:

- Meets minimum review standards
- Does not meet minimum review standards

Required Evidence of Experience:

- DBHDS affirms that as of the date on this letter, CRi. Resident Service Provider has a DBHDS triennial license, in good standing, with no outstanding corrective action plans.
- LIHTC applicant asserts Service Provider meets other experience criteria to be reviewed by Virginia Housing.
- DBHDS attests/does not attest experience evidenced by receipt of a grant or grants by the service provider for provision of direct services to the development’s residents

DBHDS MOU decision:  APPROVED  NOT APPROVED

Name & Title:	Janna Wiener, Housing Services Manager
Signature:	
Date:	3/7/23

## Telehealth at Somos Phase B-9

The COVID-19 pandemic has altered the way we render care to patients with an increased utilization of telemedicine and telehealth as an efficient way to reach and treat patients in a prudent and timely manner. Resulting from the mandated temporary halt of non-COVID related or emergency medical care during the pandemic, recent strides in telecommunications technology put telehealth at the forefront of nonurgent healthcare communication. Telehealth covers a wide variety of online tools for physicians and patients to connect with each other including two-way video, email, smart phones, and other forms of telecommunications technology. These virtual tools allow healthcare providers to assess the need for care to patients and recommendations for follow-up treatment.

Many industry experts forecast that the industry will continue to grow rapidly with a projected annual compounded growth rate of 23% through 2030. This means the industry will benefit from incredible amounts of capital investment and innovation for the foreseeable future. The leading service delivery providers of today need to invest and innovate rapidly to maintain market share or succumb to the competition that provides a better service at a lower cost. New delivery mechanisms are being tested constantly, including the utilization of artificial intelligence. By the time a building that benefits from this service is placed in service 3+/- years from now, the composition and landscape of this industry will be radically different.

Notwithstanding the continually evolving environment, the integration of telehealth services as a points incentive for Virginia Housing applications represents a high-reaching effort and delves into a holistic approach towards housing. As part of this application process, SCG Development has sought out potential provider options for Somos Phase B-9 and have developed two approaches we hope meet the spirit of Virginia Housing's intent: (1) Medical Option, (2) Nutritional and Dietary Advice Option.

### **Medical Assistance Option**

One Medical is a telehealth provider who was recently purchased by Amazon (subordinate lender on Somos Phase B-9). One Medical provides both in-person visits as well as telehealth services through their smart phone application. Currently, a One Medical membership costs \$199 per person per year and provides 24/7 on-demand care via video chat, expert assistance navigating insurance and general healthcare issues, in-app prescription requests and renewals, the ability to book in-person appointments, and online access to health summaries and care plans.

Please review the attached marketing materials for additional information.

### **Nutritional and Dietary Advice Option**

SCG Development has identified several potential provider options who could provide nutritional and dietary recommendations and advice for residents of Somos Phase B-9. These providers and a summary of the services they provide are listed below:

<b>PROVIDER NAME</b>	<b>DESCRIPTION OF SERVICES</b>
<b>Teladoc</b>	Teladoc connects registered dietitians by phone or video with patients. Their team of dietitians can assist with guidance on a multitude of issues

	<p>including weight loss, allergies, diabetes, pregnancy diets, meal planning, pediatric and sports nutrition, and building healthy habits. In addition to their service provider, Teladoc has an award-winning mobile app which can connect patients to registered dietitians to define personal goals, construct meal plans, and answer questions relating to nutrition.</p>
<b>98point6</b>	<p>98point6 offers text-based virtual care with board-certified physicians that provide advice and support for patients experiencing a variety of common and chronic conditions. From helping patients to navigate their understanding of diagnosis and recommended treatments, 98point6 uses robust technology to deliver more affordable and on-demand care.</p>
<b>Amwell</b>	<p>The Amwell Medical Group (“Amwell”) is a physician owned and operated medical practice specializing in telehealth care. Their team members include Board Certified Pediatricians and Family, Emergency, and Internal Medicine physicians which all provide acute care via telehealth. In addition to medical practice, Amwell also provides a Behavioral Health Practice, Nutrition Practice, and Breastfeeding Support Practice.</p> <p>We envision Amwell’s partnership with Somos Phase B-9 to be focused on their Nutrition Practice which includes personalized nutritional counseling based on individual goals and health concerns of residents. Commonly addressed issues include weight loss, digestive disorders, allergies, pregnancy and vegetarian diets, pediatric and sports nutrition, managing high cholesterol and blood pressure, and meal planning.</p>
<b>FoodSmart</b>	<p>FoodSmart is a digital nutrition platform which combines registered dietitian services, tailored meal planning tools, and the most broadly integrated food delivery marketplace to make eating well easy for users. Foodsmart’s mission is to provide simple solutions to help their users accomplish health goals through personalized programs.</p> <p>Made up of a network of registered dietitians, FoodSmart provides a variety of nutrition programs including weight management, condition specific programming, health &amp; wellness programs, money-saving programs, and heart health focused nutritional support.</p>
<b>Lemond Nutrition</b>	<p>Lemond Nutrition is a medical and wellness nutrition private practice specializing in pediatrics, adult, and family nutrition. As part of their services, they offer online nutritional counseling with registered dietitians through video conferencing services in their patient portal.</p>
<b>MD Nutrition and Lifestyle</b>	<p>MD Nutrition and Lifestyle works with clients to offer personalized pathways to better health through optimizing nutrition and wellness practices. MD Nutrition and Lifestyle provides one-on-one nutritional counseling over secure video chats to help create healthy diet plans and</p>

provide recommendations for nutrition-related conditions including diabetes, depression, cholesterol reduction, and bariatric support.

**Wellness Coaches USA**

As a comprehensive healthcare solution provider, Wellness Coaches is dedicated to improving the health and wellbeing of individuals and communities. Their registered dietitians are available both onsite and virtually to help patients live healthier, eat smarter, and manage conditions. Wellness Coaches USA offers one-on-one tailored sessions as well as group nutritional classes or lunch and learns to provide participants with ongoing education and personalized plans to improve wellbeing.

All options would entail a partnership with a licensed provider that would provide on-call, telephonic, or virtual health care services.

As evidenced by the narrative above, SCG Development is enthusiastic about Virginia Housing’s efforts to link health care opportunities with tenants who are eligible for affordable housing. Providing telehealth programming to residents is a sincere endeavor which serves toward the betterment of our communities. As noted in the previous section, SCG has spent significant time assessing service providers who might benefit the tenants at Somos Phase B-9. However, the published guidance by Virginia Housing lacks detail, which presents three major issues when developing a scope of service that will comply with the objective: (1) Telehealth Scope Definitions, (2) Deal Underwriting & Closing Concerns, and (3) Liability Concerns

**1. Telehealth Scope Definitions**

The scope of what might be considered adequate “telehealth services” is not clearly defined in the published guidance by Virginia Housing. There are a wide variety of apps and services that range from free services to services with an unknown total expense. In addition, it is difficult to assess what type of potential telehealth care would be needed by each individual resident. Some residents may have health insurance coverage and would rely on telehealth in a more specialized field, such as nutritional health. Other residents may not have health insurance and may benefit from general healthcare telehealth services.

The SCG team is committed to excellent tenant experience and is proposing to contribute an appropriate level of costs to increase the resident’s connectivity to health care services. To ensure long term financial viability of the property over a 15-year period, SCG is placing boundaries on the level of financial commitment.

**2. Deal Underwriting & Closing Concerns**

A major concern with the unknown expense of telehealth services is the impact to the project’s underwriting and ability to close. As telehealth services as an operating expense is not typical to the real estate market, lenders and investors will likely provide a higher level of scrutiny to these costs within the project operating budget.

If the project commits to telehealth expenses that could increase significantly or unevenly within the 15-year compliance period, first mortgage lenders and LIHTC investors will not be able to

underwrite such expenses and the repayment metrics of the loans are put at risk. For the telehealth expenses to be underwritten by our financial partners, we would propose an expense cap in both year one and on expense escalations. Typically operating expenses at LIHTC properties are escalated at 3% per annum, so SCG would propose committing to specific telehealth services in Year 1 for a stated cost, then to providing a 3% increase in the telehealth budget to renew those services each year. If the telehealth service cost is increased by more than 3%, the tenants would be responsible for opting into the service and paying the difference between the escalated amount and the actual cost.

To identify an initial base budget expense amount, we looked at the anticipated cost of One Medical. One Medical currently provides memberships at the cost of \$199 per person, per year. Based on an assumed average of one person per bedroom at Somos Phase B-9, the development team would commit to sponsoring 214 One Medical memberships on an opt-in basis and provide materials educating tenants about the service as they are approved for their units.

At \$199 per year this commitment represents a cost of \$42,586 to the project in Year 1. In our Year 1 operating budget for Somos Phase B-9, we have rounded up to include \$50,000 as the base expense cap. The project would commit to funding 3% escalations for continued memberships after Year 1. For example, membership could increase up to \$204.97 per person in Year 2 and that cost would be fully funded by the project. However, if costs increased to \$210 per person in Year 2, tenants would have the option to pay \$6.03 per person for a full year of One Medical membership to cover the excess cost over a 3% escalation.

Somos Phase B-9 is willing to provide up to \$50,000 annually for Telehealth services. Such allowance will increase by not more than 3% per year.

### **3. Liability Concerns**

The telehealth industry is quickly evolving, fraught with issues including fraud, and many providers in existence today may not be in existence when the property is placed in service in approximately 3 years from now. There are potentially significant legal, privacy, and liability concerns relating to the delivery of telehealth care services to residents. All participants need to appreciate these issues including any violations of HIPAA or other applicable laws.

Due to these concerns and without the benefit of further clarity, we are proposing to provide telehealth services as a cost to reimburse the tenant, rather than provide the telehealth services directly.

⌘ one medical business

# A primary care benefit with proven benefits

One Medical is a national primary care practice focused on providing exceptional care that fits into real life. We combine human-centered design, smart use of technology, salaried providers, and 24/7 access to care in a membership-based model. By making it easier and more enjoyable to get care, we help organizations keep their teams happier and healthier — and lower healthcare costs.



## One benefit for physical, mental, and virtual care



### Fast access to in-person care

Same/next-day appointments that start on time and aren't rushed, caring providers, 90+ convenient locations in 13 markets, drop-in lab services



### 24/7 on-demand virtual care

On-demand Video Chat and messaging with salaried providers — available claim-free with our app from anywhere — as well as easy online prescription and renewal requests



### Remote Visits

Scheduled primary care visits with an employees' chosen provider, done over video for a wide array of physical and mental health issues



### Specialty care coordination

Referrals to in-network providers at leading health systems with easy access to specialists and digital record sharing for better longitudinal care



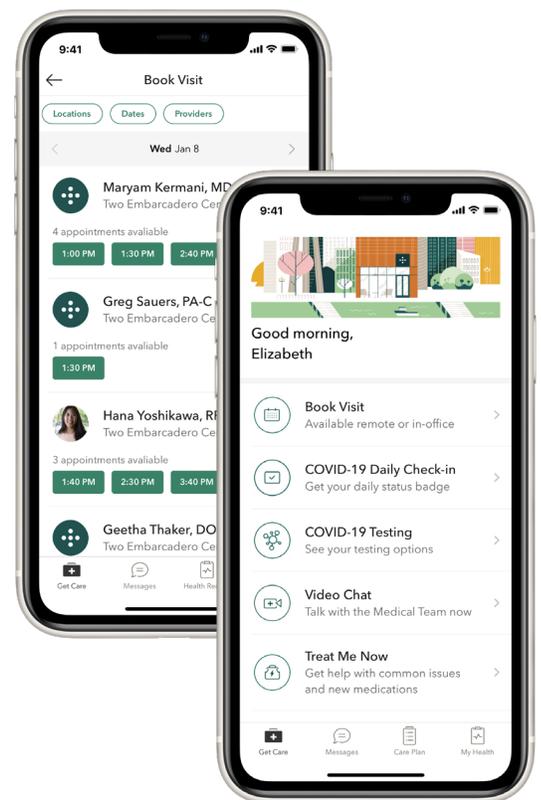
### Integrated behavioral health

Mindset by One Medical integrates evidence-based behavioral health solutions, including 1:1 coaching and therapy as well as group visits, within primary care to address whole-person health



### Comprehensive COVID-19 return-to-work program

Our Healthy Together program, developed by our clinical and public health experts, includes in-app screening, an array of testing solutions (in-office, drive-through, on-site, and home kits), and clinical guidance



We work with 7,000+ organizations of all shapes and sizes



# Keep your team and your CFO happy

## Happier, healthier teams

90

NPS<sup>1</sup>

90<sup>th</sup>

percentile in HEDIS quality scores<sup>2</sup>

43%

reduction in anxiety levels<sup>3</sup>

## Better access, better experience

51%

of visits booked same day<sup>4</sup>

2 min

average lobby wait time<sup>5</sup>

76%

of employees say One Medical improved their opinion of their employer<sup>6</sup>

## Lower costs

8%+

savings in total cost of care<sup>7</sup>

41%

fewer ER visits<sup>8</sup>

97%

generic Rx powered by our algorithms<sup>9</sup>

**“Benefits like One Medical are no longer a nice to have. It gives companies a competitive edge to attract and retain their employees.”**

Evangeline Mendiola, Head of Global Benefits, Zendesk

1. Experience and Engagement data from One Medical 2017-2018, 15 largest clients. 2. Quality and Value scores compared with 423 practices from a health plan's Primary Care Medical Home (PCMH) program. 3. One Medical internal data primary research, reduction of median GAD-7 scores for members who participated in Wellness Series. 4. Experience and Engagement data from One Medical 2017-2018, 15 largest clients. 5. 2018 One Medical Service & Operations Report. 6. Experience and Engagement Member Survey from One Medical 2019. 7. Case study - Client: Professional Service Company. Customer since 2015; currently covering 23k lives across all One Medical markets. 8. CareFirst PCMH Ranking of Overall Performance Report, 2018. 9. Internal data. For common conditions

Get in touch to learn how we can help keep your business healthy at [onemedical.com/business](https://onemedical.com/business)



# Empowering all people everywhere

Teladoc Health was founded on a simple, yet revolutionary idea: that everyone should have access to the best healthcare, anywhere in the world on their terms. Today, we're delivering on our mission by providing whole-person virtual care that includes primary care, mental health, chronic condition management and more.



## OUR VISION

# Make virtual care the first step on any healthcare journey

We're creating a truly unified and personalized consumer experience; developing technologies to connect to patients and extend the reach of care providers; delivering the highest standard of clinical quality at every touchpoint; and enhancing health decisions and outcomes with smart data and actionable insights.



“ The people of Teladoc Health are committed, now more than ever, to use our position as a global company to expand equitable access to care and create a world where everyone has an opportunity to attain their full health potential. ”

[Meet the leadership team](#)



**Jason Gorevic**  
CEO Teladoc Health



## Making a global impact on health

Teladoc Health's 2022 Corporate Social Responsibility (CSR) report highlights our commitment to empower all people everywhere to live their healthiest lives. Throughout this report, we frame our progress and goals around the categories of Consumers & Clients, Communities, and Colleagues—reflecting those we serve and partner with around the world.

[Read the report](#)

## A commitment to diversity and inclusion

Our commitment to diversity, equity and inclusion helps ensure our organization is reflective of the millions of people we serve around the world, and ensures that all voices are heard.

Communication



Education



Talent management



[Learn more](#)





## Simple access to exceptional care

Text-based virtual care designed by clinicians for clinicians. 98point6 leverages artificial intelligence and machine learning to equip providers with the information they need to elevate virtual care, reducing clinician burnout, enabling consistent, high-quality care delivery and improving patient health outcomes.

Members: [get the app and learn more.](#) Providers: [your digital clinic solution](#)

### Health systems

#### Enable your next-generation hybrid care strategy.

Leverage our technology to power your digital strategy and expand delivery of high-quality, personalized care.

[Learn more](#)

### Employers

#### Launch in days, any time of year.

Get the utilization and satisfaction you're looking for.

[Learn more](#)

### Brokers

#### Offer an experience that employees love and employers want.

Feel confident offering clients convenience, quality and price transparency.

[Learn more](#)

### Health plans

#### Integrate virtual primary care and drive network utilization.

See long-term value beyond the visit.

[Learn more](#)



Ryan Fix, President Retail Health at MultiCare

"Our strategic partnership with 98point6 will help us scale our digital capabilities to meet community demand and bring a new level of meaningful engagement to our customers."

#### Digital care delivery

Extend your reach for a competitive edge.

[Learn more](#)

#### Virtual primary care

On-demand access to dedicated providers.

[Learn more](#)

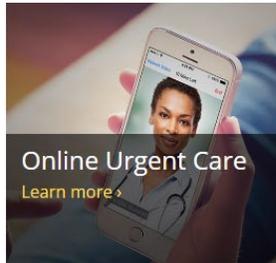
#### Integrated behavioral health

Primary care and behavioral health belong together.

[Learn more](#)

# Amwell Services

Amwell / Services



**Online Urgent Care**  
[Learn more >](#)



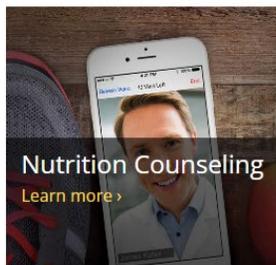
**Online Therapy**  
[Learn more >](#)



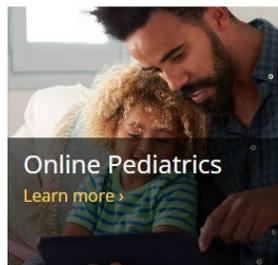
**Online Psychiatry**  
[Learn more >](#)



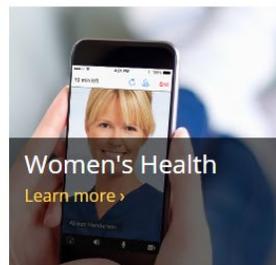
**Breastfeeding Support**  
[Learn more >](#)



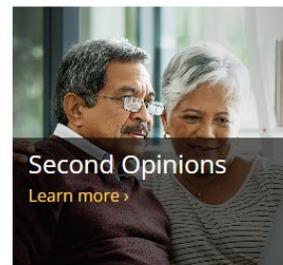
**Nutrition Counseling**  
[Learn more >](#)



**Online Pediatrics**  
[Learn more >](#)



**Women's Health**  
[Learn more >](#)



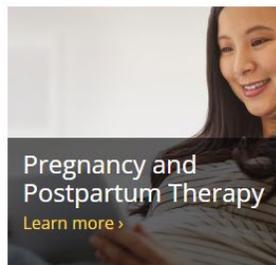
**Second Opinions**  
[Learn more >](#)



**Pregnancy and Postpartum Nutrition**  
[Learn more >](#)



**Pregnancy and Postpartum Care**  
[Learn more >](#)



**Pregnancy and Postpartum Therapy**  
[Learn more >](#)



**Menopause Counseling**  
[Learn more >](#)



**Menopause Care**  
[Learn more >](#)



**Menopause Nutrition**  
[Learn more >](#)

## The benefits of an online doctor visit



### VISITS ANYWHERE

Install the mobile app and access healthcare from anywhere, at any time.



### OPEN 24 HOURS

Doctors are available 24 hours a day, 365 days a year.



### NO APPOINTMENTS

Just sign in and have your visit. No more germier waiting rooms.



### PRESCRIPTIONS

Prescriptions are sent electronically to the pharmacy of your choice.

# Meet your personal nutrition expert.

Your dietitian will work with you to create a unique nutrition plan that helps you reach your goals. Plus, get daily support with 1000's of chef-crafted recipes and budget-friendly meal planning and delivery tools.

Schedule Now

Meet your dietitian today!



## Explore our 12 Week Personalized Nutrition Programs

Condition Management

Gut Health

Weight Management

Celiac/Gluten Free

General Wellness

Irritable Bowel (IBS/IBD)

See All Programs

Ask your dietitian about one of our nutrition programs in your first appointment!

## Ready to get started?

Schedule Now

### STEP 1

#### Meet your dietitian!

Schedule a visit with a dietitian to define your goals and create a plan. Want to get to know us better first? Schedule a 15 minute, no-cost consultation.



## STEP 2

### Choose delicious meals to meet your goals

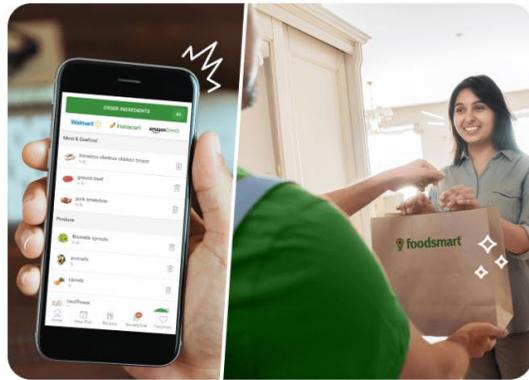
Customize your meal plan with thousands of chef-crafted recipes. Sort by your dietary preferences, budget, and ingredients you already have.



## STEP 3

### Save time and money getting food on the table

Shop for deals and order groceries for pickup or delivery with Walmart, Amazon Fresh, or Instacart. Grab food from your favorite local restaurant with Grubhub.



## STEP 4

### See results and celebrate the journey

With regular check-ins, your dietitian will help you stay on track and adjust as needed so we're always working together towards your best you.



### Individual Nutrition

From wellness to fighting disease, we help you achieve every health goal. Our experts tailor an individualized plan based on lifestyle, health and preferences. This research-based approach is customized for you.

[Individual Nutrition](#) →

### Family Nutrition

Family health is paramount to a happy life. We prioritize the life and healthiness of your loved ones with nourishing strategies to achieve all of your family's health goals. This plan is for wellness and weight management only; **not families that have chronic diseases.**

[Family Nutrition](#) →

### Online Counseling

Virtual Sessions with Evidence-Based Solutions. Our registered dietitian nutritionists give you researched, practical advice no matter where you call home through our HIPAA-compliant video conferencing services.

[Online Nutrition](#) →

*"As a registered dietitian nutritionist who has spent my entire career in Dallas and long-time leader in the dietetics profession, I am often asked for suggestions from people who need to see a dietitian for diet and nutrition counseling. I always recommend Lemond Nutrition. I have known Angela for over 12 years and am proud to call her a friend and colleague. The RDNs here are all first-rate practitioners. They provide practical solutions for making dietary changes in order to manage disease, weight (or growth, for a child) or improve the nutrition quality of the diet."*

*Neva Cochran, MS, RDN, LD*

## Health Professionals:

### Need a Nutrition Consult on Your Patient?

Our Registered Dietitian Nutritionists help nurture your patients back to healthy. Clinical studies demonstrate that Medical Nutrition Therapy (MNT) reduces and even eliminates health risks associated with your disease or diagnosis. Plus, MNT saves on healthcare costs associated with health conditions.

[More About Our Physician Services](#) →

## FREEDOM WELLNESS PROGRAM™

*Empowered Health. On Purpose.*



Change the health conversation with the Freedom Wellness program—a program that goes so much further than telling people to eat their vegetables. We'd love to visit your business to discuss this total health solution for your staff.

[More on How to Get Your Employees Healthy](#) →

## Lemond Nutrition's Care Philosophy

### Honor

We appreciate and honor body diversity, therefore, do not subscribe to standardized body weight expectations. Our nutrition guidance is driven by using weight neutral health outcomes.

### Individuality

We believe every person is an individual and as such, deserves individualized care that is tailored to their own culture, preferences and socioeconomic status.

### Behavioral

We appreciate the importance of practicing behavioral best practices for eating and feeding (children) that encourages body trust. All nutrition guidance provided will be done with that in mind in order to avoid harm.

### Self-Compassion

Everything we do is driven by compassion and also promotes self-compassion for our patients, clients and their families. We commit to providing guidance in this space at all times.

### Lemond Nutrition Was Featured In:





Owner/Founder & Registered Dietitian/ Nutritionist

## Mara Davis

My name is Mara Davis, and I am the owner and founder of MD Nutrition and Lifestyle, LLC (MDN&L). I am a private practice Registered Dietitian with 15 years of experience in the nutrition and wellness field. I have worked in a variety of settings with diverse populations. I am very passionate about helping patients and clients achieve optimal health and well-being.

Some of my expertise include:

- Weight management
- Meal plans & recipes
- Emotional & mindful eating
- Diabetes
- Hypertension
- Lipid disorders i.e., high cholesterol
- Adolescents nutrition
- Nutrition as we age
- Geriatric Nutrition
- Sub-acute, rehabilitation & long-term care consultation
- Metabolism
- Obesity
- Some digestive disorders

[APPOINTMENT →](#)

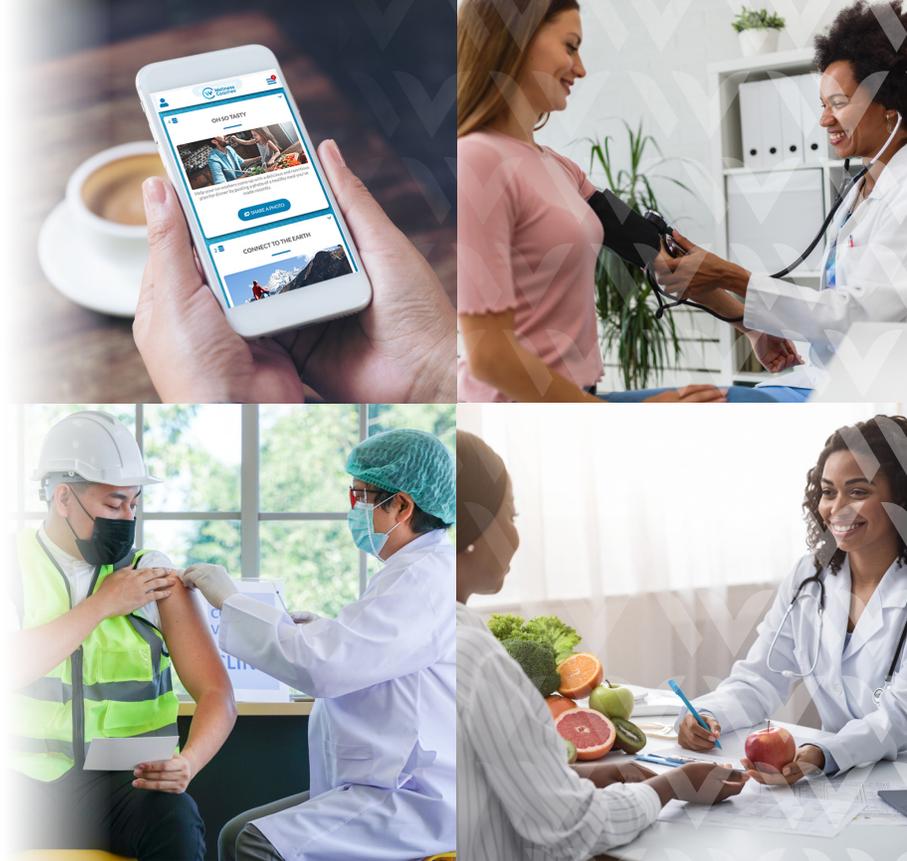
## Our Vision

We work with our clients to offer them a personalized pathway to becoming their best selves through optimal nutrition, health, and wellness practices.



Wellness Coaches is an industry leading, nationwide provider of health and wellness services. We help people live their best lives with personalized solutions that reduce health and safety risks for organizations. We are committed to helping individuals thrive in all aspects of well-being.

For 20 years, we have delivered exceptional outcomes through our comprehensive services. All of our services are administered by impactful providers, designed with clinical rigor, and amplified through Healthy Ways®, our proprietary, next generation digital health platform.



Comprehensive, customized, and integrated health services to meet the unique needs of every organization and their people.



Unique combination of our in-house providers and services covering clinical, physical, nutritional, and emotional needs.



Easy to access, all solutions are delivered to the individual onsite and virtually.



Digital technology that aggregates a variety of data inputs to deliver robust analytics and valuable insights for individuals and organizations.

## Powerful Reach, Meaningful Outcomes



20 years' experience  
deploying nationwide



86% participant  
engagement



4X return  
on investment



90% client  
retention

Contact Us: **866.894.1300** | **wcusa.com** | 725 Skippack Pike Suite 300, Blue Bell PA 19422

# Our Comprehensive Solution Leads to Proven Health Risk Reduction

Based on millions of provider interactions with our clients, we have delivered:



**Body Mass Index**  
**17% Reduction**  
 in High-Risk  
 Population for BMI



**Blood Pressure**  
**75% Reduction**  
 in High-Risk  
 Population for BP



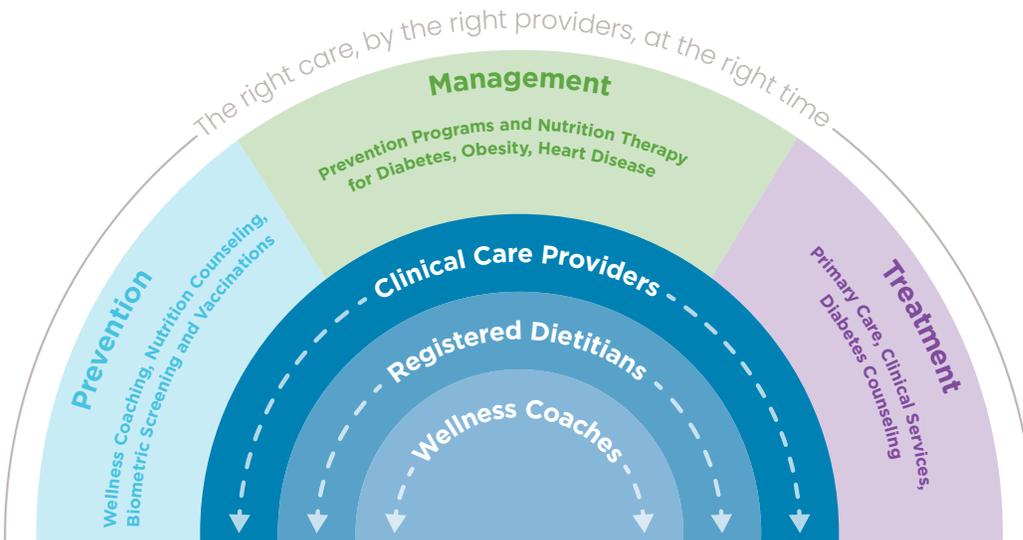
**Exercise**  
**55% Reduction**  
 in High-Risk  
 Population for Exercise



**Stress**  
**45% Reduction**  
 in High-Risk  
 Population for Stress

## How We Do It

We provide comprehensive care across the healthcare continuum, combining our healthcare providers with data and next generation technology to address population needs for prevention, management, and treatment of chronic diseases and conditions. Our approach ensures the right care, by the right providers, at the right time and integrates all aspects of the overall strategy to ensure individuals stay engaged in the process. The outcome is more effective population health risk improvement and cost savings for organizations.



## Data & Technology

## Impactful Providers

- Wellness Coaches
- Registered Dietitians
- Certified Diabetes Specialists
- Clinical Care Providers
- Mental Health First Aid Certified

## Proven Services

- Wellness and Injury Prevention Coaching
- Smoking Cessation
- Nutrition Services and Medical Nutrition Therapy
- Chronic Disease Management Programs
- Biometric Screenings and Immunizations
- Basic Primary Care and Care Navigation
- Pandemic Response
- Engaging Health Promotion Content

## Smart Technology Healthy Ways®

- iOS/Android Mobile App
- Patented Personalization for a Unique Member Experience
- Living Health Risk Assessment
- Wearable and Bluetooth Device Integration
- Courses, Contests, and Challenges
- Real-time, Actionable Data Insights
- Provider Scheduling, Digital Messaging, and Video Conferencing
- Incentive Management and Rewards

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Wellness Coaches Proposal for:  
**SCG Development for:  
Somos Phase B-9**

March 15, 2023  
Presented by Gene McGuire



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Why Wellness Coaches

Services Overview

Solutions Recommendations and Investment



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# Why Wellness Coaches

Thank you for the opportunity to assess, strategize, and propose the Wellness Coaches' solution tailored to your unique needs. We are committed to partnering with you to provide comprehensive help and support to improve the health and wellbeing of your resident population.

## Powerful Reach, Meaningful Outcomes

Wellness Coaches' solutions are informed by data and powered by human interaction, which delivers exceptional results. We track, collect, and report both engagement and health risk reduction outcomes as critical metrics to assess the success of a population health improvement program.



20 years' experience  
deploying nationwide



86% participant  
engagement



4X return  
on investment



90% client  
retention

## Impactful Providers and Proven Approach

For 20 years, we have delivered exceptional outcomes through our comprehensive services. All our services are administered by impactful providers, designed with clinical rigor, and amplified through Healthy Ways®, our proprietary, next generation digital health platform.

Our customized and integrated health services are administered by experienced Wellness Coaches, Registered Dietitians, Certified Diabetes Specialists, and Clinical Care Providers who develop personalized health and wellness programs that foster industry leading adherence and engagement.

Healthy Ways®, our patented next generation digital health platform creates a personalized and targeted experience for every participant. The technology aggregates a variety of data inputs to deliver robust analytics and valuable actionable insights for individuals and organizations.

The results are industry leading outcomes, measurable reductions in individual health risks, meaningful health improvements, and an enhanced quality of life.



**Body Mass Index**  
17% Reduction  
in High-Risk  
Population for BMI



**Blood Pressure**  
75% Reduction  
in High-Risk  
Population for BP



**Exercise**  
55% Reduction  
in High-Risk  
Population for Exercise



**Stress**  
45% Reduction  
in High-Risk  
Population for Stress



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## Solutions That Deliver Results

Wellness Coaches' unique combination of impactful providers, proven services, and smart technology is just the foundation of what you get. We provide everything needed to ensure a long-term relationship and a strong partnership for sustainable improvements in the health and safety of your organization.

- Comprehensive and customized solutions designed for your organization's unique needs
- Effective and cost-efficient services
- Actionable data analytics and insights
- Strategic partnership and dedicated program support with Client Success and Daily Operations Management
- Coordinated service delivery and promotional materials
- High engagement levels with a combination of in-person and virtual access for onsite and remote employees
- Guaranteed outcomes and value on investment
- Solutions that support every stage of your organizational journey to an improved culture of health and well-being



## Join the Movement

Wellness Coaches is a proven provider of workplace health and wellbeing services since 2002. We're different. We improve individual, employee population, and organizational health with a high-touch, high-tech approach complemented by a replete list of clinical services. That unique combination empowers participants with sustainable strategies, compassionate support, and measurable progress metrics. We deliver strong value on investment through reduced healthcare costs and risk profiles, and help employers meet their Corporate Social Responsibility. We work across many industries and organization sizes:



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## Services Overview

### Services Amplified by Smart Technology Healthy Ways® – Next Generation Digital Health Platform



### The Digital Health Demand

People want to be inspired to improve total health and wellbeing and have access to valuable resources to support their efforts. The right digital health solution allows organizations to drive their populations to a user-friendly platform that provides that access. Healthy Ways® streamlines access to benefits offerings, trusted healthcare providers, engaging content and activities, and incentives and rewards. Most importantly, program organizers have access to the real-time, actionable data insights necessary to successfully help their populations thrive.

### What Makes Healthy Ways Better

Healthy Ways® provides an easy-to-use, engaging platform that allows members to connect via desktop or via native iOS/Android mobile application to receive a unique and personalized experience in real-time. We focus on the individual member experience first, allowing them ways to engage in their wellbeing that are most meaningful and impactful to them while still driving them to specific resources based on their needs, interests, identified health risks, and benefits offerings. Healthy Ways® also provides a critical connection point to our team of trusted healthcare providers that includes Wellness Coaches and Registered Dietitians and the personalized services they offer.

### Patented Technology that Drives Results

By combining thousands of algorithms with machine learning, our patented personalization and rules engine delivers individualized content to each member like no other platform on the market. Delivering the right content to the right person at the right time allows us to nudge the member along in their wellbeing journey and more effectively connect them to care for improved outcomes.



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## Best In Class User Experience

Data from wearable devices, biometric screenings, assessments, and coaching and nutrition consults come together to enhance the member profile so all their data is in one place, giving them a complete snapshot of their current health status and reinforcing the platform as a valuable tool for facilitating the individual's health and wellbeing journey. Every interaction on Healthy Ways® generates deeper personalization, supporting both the member and the healthcare provider to work together to achieve better health and wellbeing for the individual.

## Insights Into What Matters Most

By continuously assessing and measuring members with thousands of our patented algorithms, we can present a group's risks and concerns such as chronic diseases and conditions, physical activity, sleep, stress management, and nutrition. We also look at and support other aspects of wellbeing like Financial Wellness, Growth (personal and professional), and Relationships (social connections, family and work dynamics). Our algorithms help to identify risks like burnout, retention, job satisfaction and resiliency to help organizations and communities better inform their total wellbeing strategies.

## Better Engagement and Outcomes

Healthy Ways® offers organizations dynamic activities to drive population engagement and health risk reduction outcomes most meaningful for their business needs. The platform provides custom incentive plan design with tracking, reporting, and fulfillment; a Living Health Risk Assessment that more effectively captures individual and on-going population health risk status; wellness challenges and contests for both individuals and across entire populations or group segments. It also includes a custom events calendar, My Benefits hub, and communications, and access to digital messaging and online appointment scheduling for their healthcare provider team (Wellness Coaches, Registered Dietitians, or other healthcare professionals).

## Access to Healthcare providers

Healthy Ways® provides direct access to our teams of Wellness Coaches and Registered Dietitians via online appointment scheduling and reminders, digital messaging, virtual video conferencing, and telephone and email. Our Wellness Coaches and Registered Dietitians use member data insights to support individuals more effectively in their personalized sessions and to connect them to valuable resources in between sessions.

## Participant Feedback

*"Other programs did not hold my attention and I didn't learn like I do with Healthy Ways. I retain the knowledge."*

*"Healthy Ways is engaging and fun. I like that the program learns about me and send me targeted activities that help me most."*



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## Impactful Providers



## Nutrition Services

Nutrition Counseling, also called Medical Nutrition Therapy (MNT), is a protocol to enhance health through nutrition. The Academy of Nutrition and Dietetics defines Nutrition Counseling as a supportive process that sets priorities, establishes goals, and creates individualized action plans which acknowledge and foster responsibility for self-care.

Our Registered Dietitians work strategically with individuals to set and achieve health goals by creating sustainable habits and developing eating patterns that can be upheld 365 days a year. Through this process, individuals learn to cultivate and maintain healthy eating habits to prevent, manage, and/or treat chronic disease and optimize health.

### Our Registered Dietitians - The Nutrition Experts

According to the National Academy of Medicine (formerly the Institute of Medicine), Registered Dietitians are the most qualified food and nutrition experts to deliver personalized support through Medical Nutrition Therapy. You can trust that our nutrition services are delivered by credentialed RD's. These rigorous standards enable our Registered Dietitians to help clients clear the confusion, provide fact over fiction, and disprove fads and misinformation, all of which are rampant in this field and can sabotage successful outcomes. Our RD's provide personalized, evidence-based services using a wide range of experience and expertise.

As a benefit covered under most health insurance plans, our Registered Dietitians help all employees connect what they eat and how they feel and will support their efforts to make lasting improvements.



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## Wellness Coaches Additional Capabilities

Wellness Coaches can provide the following additional services to clients that are looking to implement wellness initiatives and programs for their employee population:

**Virtual Cooking Demonstrations** – Enjoy a live interactive experience with one of our Registered Dietitians as they demonstrate cooking techniques while educating participants on proper food safety, handling, and nutritional information. Choose from an extensive list of demonstrations we can offer. All cooking demonstrations are hosted by one of our Licensed and Credentialed Registered Dietitians. (See attachment for descriptions and recipes)

**Virtual Wellness and Nutrition Seminars** – Educate and engage your employees in a wellness, injury prevention, or nutrition seminar delivered by trained professional Wellness Coaches or Registered Dietitians. Choose from a variety of topics including mindfulness, deep breathing and meditation, self-care, resiliency and preventing burnout, sleep, physical activity, nutrition, seasonal wellness, and injury prevention. (See attachment for descriptions)



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# Solutions Recommendation and Investment

- Please note information provided today could change between now and time of occupancy.

<b>Nutrition Counseling + Healthy Ways Digital Health Platform – Virtual Access</b>	
Monthly Rate / Unlimited Access	\$4,000
<b>Nutrition Counseling -</b>	
<i>Included in total monthly rate:</i>	
<ul style="list-style-type: none"><li>• One-on-one personalized dietary recommendations</li><li>• Medical Nutrition Therapy</li><li>• Online self-scheduling via Healthy Ways</li><li>• Self-guided nutrition courses</li><li>• Comprehensive Reporting capabilities</li></ul>	

**WELLNESS COACHES USA**

**SCG Development Partners, LLC**

**Gene McGuire**

(Name)

**Managing Partner**

(Title)

*Gene McGuire*

(Signature)

*3/16/23*

(Date)

**Jason Duguay**

(Name)

**Senior Vice President**

(Title)

*J. B. Duguay*

(Signature)

*3/15/23*

(Date)



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# **Tab T:**

Funding Documentation



March 3, 2023

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

Re: Financing Commitment, Somos Phase B-9

Ladies and Gentlemen:

Amazon.com, Inc. or an affiliate thereof (the “Lender”) hereby issues its commitment (the “Commitment”) to make a permanent loan in the principal amount of up to \$7,428,290 (the “Loan”) to Somos Phase B-9, LLC, a Virginia limited liability company (the “Borrower”) to provide financing for Somos Phase B-9 Apartments, 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 2023 funding round, as well as the Lender’s receipt and approval of customary due diligence and negotiation of final forms of loan documents and related closing agreements acceptable to the Lender.

The Loan will bear interest at a rate not to exceed 3.50% percent (including 1.00% that is Must Pay and 2.50% that is payable subject to annual cash flow). Periodic interest-only payments will be required during the term of the Loan, with principal due at maturity.

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 underwritten and 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,

DocuSigned by:  
*Catherine Buell*  
E2465F2D38CC4BC...

Amazon.com NV Investment Holdings LLC  
Catherine Buell  
Director, Housing Equity Fund



**Ground Lease Land Value Donation**

1750 Old Meadow Road		Heated GFA
Somos Phase A	43.46%	196,573.56
Somos Phase B-9	26.50%	119,841.98
Somos Phase B-4	30.05%	<u>135,899.30</u>
		452,314.84

2023 Tax Assessment	
Current Land	\$ 19,752,780.00
<b>Somos Phase B-9 Value</b>	<b>\$ 5,233,549.86</b>

MAP #: 0294 06 0100A  
FAIRFAX COUNTY REDEVELOPMENT

1750 OLD MEADOW RD

**Values**


---

Tax Year	2023
Current Land	\$19,752,770
Current Building	\$10
Current Assessed Total	\$19,752,780
Tax Exempt	YES
Note	

**Values History**


---

Tax Year	Land	Building	Assessed Total	Tax Exempt
2022	\$7,146,600	\$12,853,400	\$20,000,000	YES
2021	\$7,146,600	\$7,649,420	\$14,796,020	NO
2020	\$7,861,260	\$11,388,740	\$19,250,000	NO
2019	\$7,861,260	\$11,388,740	\$19,250,000	NO
2018	\$7,861,260	\$2,150,950	\$10,012,210	NO
2017	\$7,861,260	\$1,666,990	\$9,528,250	NO
2016	\$7,861,260	\$23,111,170	\$30,972,430	NO
2015	\$7,861,260	\$21,930,220	\$29,791,480	NO
2014	\$8,575,920	\$20,043,780	\$28,619,700	NO
2013	\$8,575,920	\$20,752,300	\$29,328,220	NO
2012	\$9,290,580	\$20,205,300	\$29,495,880	NO
2011	\$8,575,920	\$18,061,410	\$26,637,330	NO
2010	\$8,575,920	\$16,770,390	\$25,346,310	NO
2009	\$11,434,560	\$24,117,190	\$35,551,750	NO
2008	\$11,434,560	\$30,291,600	\$41,726,160	NO
2007	\$8,575,920	\$32,254,000	\$40,829,920	NO
2006	\$5,717,280	\$27,949,310	\$33,666,590	NO
2005	\$5,717,000	\$21,616,200	\$27,333,200	NO
2004	\$4,288,045	\$17,996,005	\$22,284,050	NO
2003	\$4,288,045	\$18,206,975	\$22,495,020	NO
2002	\$5,002,430	\$20,119,555	\$25,121,985	NO
2001	\$5,002,430	\$17,043,290	\$22,045,720	NO
2000	\$3,287,910	\$14,906,905	\$18,194,815	NO

Source: Fairfax County Department  
of Tax Administration, Real Estate Division.



# FAIRFAX COUNTY

## FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

3700 Pender Drive, Suite 300  
Fairfax, Virginia 22030-7444

V I R G I N I A

Telephone: (703) 246-5000 ♦ Fax: (703) 653-7130  
TTY: (703) 385-3578

March 10, 2023

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

Re: Financing Commitment, Somos Phase B-9

Ladies and Gentlemen:

The Fairfax County Redevelopment and Housing Authority (“Housing Authority”) has approved and hereby issues its commitment (the “Commitment”) to make a permanent loan in the principal amount of up to \$5,500,000 (the “Loan”) to Somos Phase B-9, LLC, a Virginia limited liability company (the “Borrower”) to provide financing for Somos Phase B-9 apartments (a portion of the Somos at McLean Metro project), 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 VH for its 2023 funding round.

The Loan will bear interest at a rate not to exceed two percent (2%) for a term of thirty (30) years. The payment of principal and interest shall be made out of a portion of cash flow.

The Loan will be made in accordance with the procedures of the Housing Authority and will be documented with the Housing Authority’s form of loan documents. The Housing Authority 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,



Thomas E. Fleetwood  
Assistant Secretary, Fairfax County Redevelopment  
and Housing Authority



# ***CLERK'S BOARD SUMMARY***

## **REPORT OF ACTIONS OF THE FAIRFAX COUNTY BOARD OF SUPERVISORS**

**TUESDAY  
August 2, 2022**

*This does not represent a verbatim transcript of the Board Meeting and is subject to minor change. For the most up-to-date version, check the website <https://www.fairfaxcounty.gov/boardofsupervisors/board-meeting-summaries>. This document will be made available in an alternative format upon request. Please call 703-324-3151 (VOICE), 711 (TTY).*

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**15-22**

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**KK:kk**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia, on Tuesday, August 2, 2022, at 9:33 a.m., there were present:

- Chairman Jeffrey C. McKay, presiding
- Supervisor Walter Alcorn, Hunter Mill District
- Supervisor John W. Foust, Dranesville District
- Supervisor Penelope A. Gross, Mason District
- Supervisor Patrick S. Herrity, Springfield District
- Supervisor Rodney Lusk, Lee District
- Supervisor Dalia Palchik, Providence District
- Supervisor Kathy L. Smith, Sully District
- Supervisor Daniel G. Storck, Mount Vernon District
- Supervisor James Walkinshaw, Braddock District

Others present during the meeting were Bryan J. Hill, County Executive; Elizabeth Teare, County Attorney; Jill G. Cooper, Clerk for the Board of Supervisors; Dottie Steele, Chief Deputy Clerk for the Board of Supervisors; Nathaniel Strathearn, Management Analyst II, Ekuia Brew-Ewool and Kecia Kendall, Deputy Clerks, and Bobby Vaught, Administrative Assistant, Department of Clerk Services.

**BOARD MATTERS**1. **MASKS OPTIONAL** (9:33 a.m.)

Chairman McKay stated that masks are now optional for employees and visitors in County facilities, except for those where health or medical services are being directly provided.

2. **MOMENT OF SILENCE** (9:34 a.m.)

The Board asked everyone to keep in thoughts the family and friends of:

- Jane Woods, who passed away recently. She was a member of the General Assembly and served in both the House of Delegates and the Virginia State Senate; was Secretary of Health and Human Resources under former Governor Mark Warner; was a specialist in welfare issues, law enforcement, education and human services; and was a dedicated public servant and lifelong educator
- Robert Leggett, who passed away recently. He was Chairman of the Vienna Town Business Liaison Committee, and a passionate ally of small businesses; was a graduate of US Coast Guard Academy, Bronze Star recipient, and retired CIA analyst
- Lawrence Bussey, who passed away recently. He was a founding member, and until his passing, served as Staff Liaison of the Minority Student Achievement Oversight Committee for 28 years; was a relentless advocate for underserved students, and an active member of the Reston community
- Emily Brzezinski, who passed away recently. She was an artist who created sculptures out of tree trunks using chainsaws, axes, and chisels. Many of her works can be found at museums and sculpture parks across North America and in the Czech Republic, her family's country of origin
- Brion Sumser, who passed away recently. He was a well-known George Mason University (GMU) alumnus and owner of Brion's Grille, a meeting place for students, alumni, faculty and the community. He supported many fundraising efforts for GMU's athletic programs; was recognized by the Green Coat Society for his consistent support; and was commended in the 2022 General Legislative Session by the General Assembly for more than 30 years of service
- The County's first responders, who put their lives at risk to serve the community

**AGENDA ITEMS**

3. **RESOLUTION OF RECOGNITION PRESENTED TO MEMBERS OF THE PSI ALPHA ALPHA CHAPTER OF THE OMEGA PSI PHI FRATERNITY** (9:45 a.m.)

Supervisor Storck moved approval of the Resolution of Recognition presented to members of the Psi Alpha Alpha Chapter of the Omega Psi Phi fraternity for their outreach, services and mentoring. Chairman McKay seconded the motion and it carried by unanimous vote.

4. **RESOLUTION OF RECOGNITION PRESENTED TO COX FARMS ON ITS 50TH ANNIVERSARY** (9:56 a.m.)

Supervisor Smith moved approval of the Resolution of Recognition presented to Cox Farms on its 50th anniversary of doing business in the community. Chairman McKay seconded the motion and it carried by unanimous vote.

5. **PROCLAMATION DESIGNATING AUGUST 2022 AS "BLACK BUSINESS MONTH" IN FAIRFAX COUNTY** (10:07 a.m.)

Chairman McKay relinquished the Chair to Vice-Chairman Gross and moved approval of the Proclamation designating August 2022 as "*Black Business Month*" in Fairfax County. Supervisor Lusk seconded the motion and it carried by unanimous vote.

Vice-Chairman Gross returned the gavel to Chairman McKay.

6. **RESOLUTION OF RECOGNITION PRESENTED TO FORMER FAIRFAX COUNTY PUBLIC SCHOOLS ASSISTANT SUPERINTENDENT JEFFREY PLATENBERG** (10:22 a.m.)

Supervisor Herrity moved approval of the Resolution of Recognition presented to former Fairfax County Public Schools Assistant Superintendent Jeffrey Platenberg on his retirement. The motion was multiply seconded, and it carried by unanimous vote.

**EBE:ebe**

7. **9:30 A.M. - APPOINTMENTS TO CITIZEN BOARDS, AUTHORITIES, COMMISSIONS, AND ADVISORY GROUPS (BACS)** (10:41 a.m.)

Supervisor Gross moved approval of the appointments and reappointments of those individuals identified in the final copy of "Appointments to be Heard August 2, 2022." Supervisor Palchik seconded the motion and it carried by a vote of nine, Supervisor Herrity being out of the room.

The full list of appointments is as follows:

**A. HEATH ONTHANK MEMORIAL AWARD SELECTION COMMITTEE**

The Board deferred the appointment of the At-Large Chairman's, Dranesville, and Mason District Representatives.

**AFFORDABLE DWELLING UNIT ADVISORY BOARD**

The Board deferred the appointment of the Builder (Multi-Family), Citizen, Engineer/Architect/Planner #1 and #2, Lending Institution, and the Non-Profit Housing Representatives.

**ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (ASAP)**

The Board deferred the appointment of the At-Large #2, #3, and #4 Representatives.

**ANIMAL SERVICES ADVISORY COMMISSION**

The Board deferred the appointment of the Mason District Representative.

**ATHLETIC COUNCIL**

The Board deferred the appointment of the Mason District Alternate, Springfield District Principal, and Women's Sports Principal Representatives.

**BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE**

Reappointment of:

- Mr. Ken Balbuena as the At-Large Chairman's Representative

The Board deferred the appointment of the Dranesville and Springfield District Representatives.

**BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS**

The Board deferred the appointment of the Alternate #1 and Design Professional #1 Representatives.

**BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS (BOE)**

The Board deferred the appointment of the Professional #1 Representative.

**CATHY HUDGINS COMMUNITY CENTER ADVISORY COUNCIL**

The Board deferred the appointment of the Fairfax County #9 (Youth) Representative.

**CITIZEN CORPS COUNCIL, FAIRFAX COUNTY**

The Board deferred the appointment of the Hunter Mill, Mount Vernon, and Springfield District Representatives.

**CIVIL SERVICE COMMISSION**

The Board deferred the appointment of the At-Large #8 Representative.

**COMMISSION FOR WOMEN**

The Board deferred the appointment of the Lesbian-Gay-Bisexual-Queer-Intersex-Asexual ("LGBQIA+") and Transgender Woman Representatives.

**COMMISSION ON AGING**

The Board deferred the appointment of the Mason District Representative.

**COMMUNITY ACTION ADVISORY BOARD (CAAB)**

Appointment of:

- Ms. April Hall as the Hunter Mill District Representative

Confirmation of:

- Ms. Heather Thomas as the Elected - North Target Area #1 Representative
- Mr. Alex Rodriguez as the Elected - North Target Area #2 Representative

**CONSUMER PROTECTION COMMISSION**

Reappointment of:

- Mr. Dennis D. Kirk as the Fairfax County Resident #4 Representative

Appointment of:

- Mr. Triston "Chase" O'Savio as the Fairfax County Resident #6 Representative

The Board deferred the appointment of the Fairfax County Resident #1 Representative.

**CRIMINAL JUSTICE ADVISORY BOARD (CJAB)**

The Board deferred the appointment of the Mount Vernon, Providence, and Springfield District Representatives.

**DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT ADVISORY BOARD, PHASE I**

The Board deferred the appointment of the At-Large #6 Representative.

**ECONOMIC DEVELOPMENT AUTHORITY (EDA)**

The Board deferred the appointment of the At-Large #3 and #4 Citizen Representatives.

**ENGINEERING STANDARDS REVIEW COMMITTEE**

The Board deferred the appointment of the Citizen #2 and #4 Representatives.

**FAIRFAX AREA DISABILITY SERVICES BOARD**

Appointment of:

- Mr. David Simon as the At Large Chairman's Representative
- Ms. Erika James-Jackson as the Sully District Representative

**FAIRFAX COMMUNITY LONG TERM CARE COORDINATING COUNCIL**

Confirmation of:

- Ms. Naina Narayana Chernoff as the Long Term Providers #16 Representative

**FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION BOARD**

Reappointment of:

- Ms. Cherylyn Harley LeBon as the Braddock District Representative

- Ms. Jo LaBrecque-French as the Dranesville District Representative

**FAIRFAX COUNTY EMPLOYEES' RETIREMENT SYSTEM BOARD OF TRUSTEES**

Reappointment of:

- Mr. Jon A. Miskell as the At-Large #4 Representative

**HEALTH SYSTEMS AGENCY BOARD**

The Board deferred the appointment of the Consumer #4 and Provider #4 Representatives.

**HUMAN SERVICES COUNCIL**

Reappointment of:

- Mr. Paul D. Thomas as the Hunter Mill District #1 Representative
- Mr. Christopher Falcon as the Mason District #1 Representative
- Mr. Thomas G. Goodwin as the Providence District #1 Representative

The Board deferred the appointment of the Lee District #2 and Mount Vernon District #1 and #2 Representatives.

**JUVENILE AND DOMESTIC RELATIONS COURT CITIZENS ADVISORY COUNCIL**

The Board deferred the appointment of the Mason District Representative.

**LIBRARY BOARD**

Appointment of:

- Ms. Kripa Patwardhan as the At-Large Chairman's Representative

Confirmation of:

- Ms. Priscille Dando as the School Board Representative

**NORTHERN VIRGINIA COMMUNITY COLLEGE BOARD**

The Board deferred the appointment of the Fairfax County #2 Representative.

**OVERSIGHT COMMITTEE ON DISTRACTED AND IMPAIRED DRIVING**

The Board deferred the appointment of the At-Large Chairman's, Braddock, Dranesville, Hunter Mill, Mason, Mount Vernon, Providence, and Sully District Representatives.

**POLICE CIVILIAN REVIEW PANEL**

The Board deferred the appointment of the Seat #3 Representative.

**POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES**

The Board deferred the appointment of the Citizen At-Large #3 Representative.

**RESTON TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD**

Appointment of:

- Ms. Stephanie Weber as the Residential Owners and HOA/Civic Association #3 Representative

The Board deferred the appointment of the Commercial or Retail Ownership #2 Representative.

**ROUTE 28 HIGHWAY TRANSPORTATION DISTRICT ADVISORY BOARD**

The Board deferred the appointment of the Resident/Owner Route 28 District #3 Representative.

**TENANT LANDLORD COMMISSION**

The Board deferred the appointment of the Citizen Member #1 and #3, Landlord Member #2, and Tenant Member #1 and #3 Representatives.

**TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE**

Appointment of:

- Mr. Brooks Stephens as the Providence District Representative

The Board deferred the appointment of the Springfield District Representative.

**TRANSPORTATION ADVISORY COMMISSION**

Reappointment of:

- Ms. Linda D. Sperling as the At-Large Representative

Confirmation of:

- Ms. Christie Garton as the Disability Services Representative

The Board deferred the appointment of the Hunter Mill, Lee, and Springfield District Representatives.

**TREE COMMISSION**

The Board deferred the appointment of the Dranesville District Representative.

**TYSONS TRANSPORTATION SERVICE DISTRICT ADVISORY BOARD**

The Board deferred the appointment of the Commercial or Retail Ownership #3 Representative.

**UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES**

Reappointment of:

- Ms. Shaughnessy Glennon Pierce as the Citizen Appointed by BOS #2 Representative

The Board deferred the appointment of the Citizen Appointed by BOS #1 and #4 Representatives.

**WETLANDS BOARD**

Appointment of:

- Dr. Aurali Dade as the At-Large #2 Representative

**YOUNG ADULTS ADVISORY COMMITTEE**

The Board deferred the appointment of the Braddock and Providence District Representatives.

**AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC)**

The Board deferred the appointment of the Mason and Springfield District Representatives.

**FAIRFAX COUNTY 250<sup>TH</sup> COMMISSION**

Confirmation of:

- Mr. Brent Feito as the Army Historical Foundation Representative

The Board deferred the appointment of the At-Large Chairman's Representative.

**HISTORICAL MARKER PROJECT VOTING COMMITTEE**

The Board deferred the appointment of the At-Large Chairman's and Springfield District Representatives.

DMS:dms

**ADDITIONAL BOARD MATTERS**

8. **PROCLAMATION REQUEST DESIGNATING SEPTEMBER 15 – OCTOBER 15, 2022, AS “NATIONAL HISPANIC AMERICAN HERITAGE MONTH”** (10:42 a.m.)

Chairman McKay relinquished the Chair to Vice-Chairman Gross and, jointly with Supervisor Palchik, asked unanimous consent that the Board direct staff to prepare a Proclamation designating September 15 - October 15, 2022, as “*National Hispanic American Heritage Month*” in the County. Without objection, it was so ordered.

9. **RESOLUTION OF RECOGNITION REQUEST FOR RIKKI EPSTEIN** (10:42 a.m.)

Chairman McKay asked unanimous consent that the Board direct staff to prepare a Resolution of Recognition for Rikki Epstein, Executive Director, Arc of Northern Virginia, for 11 years of service. Chairman McKay stated that under her leadership, she transformed the organization and expanded programming to better inform, educate, and serve individuals with intellectual and developmental disabilities and their families. Without objection, it was so ordered.

10. **ELECTRIC VEHICLE CHARGING (EVC) INCENTIVES** (10:43 a.m.)

Chairman McKay stated that Carbon-Free Fairfax envisions a future for the County that is healthy, sustainable, and economically prosperous without greenhouse gas emissions. One of the most important steps that the County can take to reduce greenhouse gas emissions is to transition to electric vehicles.

At the October 19, 2021, Board Meeting, a Board Matter was presented, requesting that Land Development Services analyze the waiver of permitting fees associated

with the installation of electric vehicle infrastructure. Staff has conducted this analysis and has worked closely with his office to develop cost-incentives within the County's permitting process to encourage the use of electric vehicles.

To ensure public safety, the Uniform Statewide Building Code requires permits for all EVC infrastructure construction. Notwithstanding, the County may, by ordinance, exempt the fees associated with permitting these installations. Exempting EVC permit fees on a trial basis can help incentivize the use of electric vehicles enabling residents, businesses, and organizations to take small actions to decrease emissions. Even small actions can make a big impact.

Therefore, Chairman McKay moved that the Board authorize staff to draft and present an amendment to the appropriate County Ordinances exempting all electrical, building and sign permit fees exclusively associated with EVC infrastructure for 18 months, effective with the next release of Planning and Land Use System, expected for October 31, 2022. Staff should return to the Board in 12 months with metrics regarding installations as well as a recommendation regarding future fee discounts as an incentive to increase EVC infrastructure in the County. Vice-Chairman Gross seconded the motion.

Following discussion regarding safety implications and associated costs, the question was called on the motion and it carried by unanimous vote.

(NOTE: Later in the meeting the Board took action to establish fees for the charging of electric vehicles at County-owned charging facilities. See Clerk's Summary Item #40.)

11. **HUNTLEY MEADOWS PARK SIDEWALK** (10:53 a.m.)

Chairman McKay stated that ensuring all residents can access and enjoy the thousands of acres of parkland within the County gets to the heart of its One Fairfax Policy. County parks are a vital resource that many have rediscovered over the last couple of years. However, residents may not always have a safe point of access, or multiple options in how to access the parks (e.g., by foot or bike).

This is particularly salient on Lockheed Boulevard leading up to Huntley Meadows where there is roughly a gap of 1,500 feet between the park entrance and the end of the sidewalk. Chairman McKay stated his belief that it is important that the County fill that gap as soon as possible. Not only would this make for a safer route for residents to get to Huntley Meadows, but it would also create a safer connection to the nearby Hybla Valley Elementary School. Moreover, exploring the potential for another sidewalk connection on the west side of Harrison Lane leading into the park entrance from Bedrock Road could provide a significant benefit to residents. The completion of these sidewalks would ensure equitable access to one of the County's greatest parks.

While there still needs to be analysis for costs around design, planning, and construction, jointly with Supervisor Lusk, Chairman McKay requested the Department of Management and Budget include these projects for consideration in the Fiscal Year 2022 Carryover Budget.

Discussion ensued regarding:

- The criteria for the use of Carryover funds
- Other sidewalk projects throughout the County
- The One Fairfax policy and equitable access for the residents
- The Active Fairfax Planning Process

12. **GUIDELINES FOR ROAD FUNDS** (11:02 a.m.)

Chairman McKay stated that, as the Board is aware, the County has adopted Road Funds for several areas. These areas include the Fairfax Center Area, Centreville, and Tysons. These funds are used to collect a proportional share from the private sector to be used for construction of road improvements within those specific geographical areas. The Board has also adopted guidelines for the administration of the Road Funds. These guidelines are updated periodically to adjust the amounts and consider dynamic inputs such as inflation.

Recently, the County has been experiencing various forms of redevelopment, including repurposing buildings for different uses and the redevelopment of sites with new developments where other buildings had been rendered obsolete and torn down. This redevelopment is vital in keeping the County economy competitive, as well as resilient.

Some of this redevelopment has occurred within areas that are subject to Road Funds which were paid into when they were first constructed. However, the adopted guidelines do not anticipate how to handle the new reality the County is experiencing. For example, a project in Fair Lakes where an obsolete office building paid into the Road Fund in the 1980s is being replaced by townhomes. The townhomes will generate a lower trip rate than the office building. As such, and absent guidelines on how to address these instances, staff was only able to give the developer credit for the previous contribution. However, that contribution was at a much lower square foot rate since it was made 40-years ago. Staff did not have the latitude to consider the lower trip generation rate, or how much the rates have increased over time when evaluating the Road Fund contribution.

To address this and to provide guidance to staff in similar circumstances, Chairman McKay moved that the Board:

- Direct the County Department of Transportation to provide the Board with revised guidelines for the various Road Funds. These revised guidelines should consider redevelopment and other factors or changes since these Road Funds were established
- In relation to the example in Fair Lakes, direct staff to consider the previous payment to the Road Fund and the lower trip generation of its new use when setting the amount of the contribution for that project

Supervisor Herrity seconded the motion.

Following discussion regarding future coordination with applicable Board offices, the question was called on the motion and it carried by unanimous vote.

Vice-Chairman Gross returned the gavel to Chairman McKay.

13. **UPCOMING RETIREMENT ANNOUNCEMENTS** (11:07 a.m.)

Chairman McKay announced that Chris Wells, Active Transportation Program Manager, Department of Transportation (DOT), and Todd Wigglesworth, Chief, Coordination and Funding Division, DOT, both have upcoming retirements from the County. On behalf of the Board, Chairman McKay thanked them for their service to the County and wished them well in their future endeavors.

14. **CERTIFICATE OF RECOGNITION REQUEST FOR EVERGREEN HEIGHTS COMMUNITY ASSOCIATION (MASON DISTRICT)** (11:10 a.m.)

Supervisor Gross stated that the Evergreen Heights Community Association (EHCA) will be celebrating its 50th anniversary this year. Built in 1972 by the Lowstuter Brothers on what had been farmland near the town center of Annandale, the EHCA is part of the vibrant and diverse community within the heart of Mason District in the County.

Therefore, to commemorate the 50th anniversary of the Evergreen Heights Community Association, Supervisor Gross asked unanimous consent that the Board direct staff to prepare a Certificate of Recognition, to be signed by the Chairman and the Mason District Supervisor, for presentation at an offsite event to be held on September 10, 2022. Without objection, it was so ordered.

15. **LETTER TO THE INDIGENT DEFENSE COMMISSION** (11:10 a.m.)

Supervisor Walkinshaw stated that central to the criminal justice system is that all those who are accused of a criminal offense are afforded legal representation regardless of their means or socio-economic status. As such, the Office of the Public Defender (OPD) has served in that role to ensure the accused's constitutional rights are protected. As has been pointed out each year in the Board's Legislative Program, the OPD has historically been underfunded, leaving the County to make up the difference. The state's inadequate funding of its responsibility to provide court services creates an inequity that has far reaching impacts throughout the criminal justice system.

While the General Assembly has worked to rectify this inequity, it has not addressed the underlying issue. The Board recognizes that efforts have been made to achieve pay parity between OPD and the Office of the Commonwealth's Attorney, and that some additional funds were appropriated for the Indigent Defense Commission. Additionally, the Board is encouraged that the recent state budget included a Joint Legislative Audit and Review Commission (JLARC) study to take a broader look at the OPD system and to consider improvements.

Therefore, jointly with Chairman McKay and Supervisor Lusk, Supervisor Walkinshaw moved that the Board direct the Chairman to sign and the send the letter attached to his written Board Matter, on behalf of the Board, to the Indigent Defense Commission, requesting them to work with all stakeholders in remedying this inequity. Chairman McKay seconded the motion.

Following discussion regarding staffing issues, the question was called on the motion and it carried by a vote of nine, Supervisor Palchik being out of the room.

16. **CERTIFICATE OF RECOGNITION REQUEST FOR THE BURKE COMPOSITE SQUADRON CADET COMPETITION TEAM** (11:15 a.m.)

Supervisor Walkinshaw stated that the Civil Air Patrol is a vital force which protects Americans in need by responding to disaster, preserves the values that make this Country great by developing young leaders, and ensures preeminence in Aerospace and Cyberspace Education.

The Burke Composite Squadron, founded in September 1987, which is part of the Civil Air Patrol's Virginia Wing, is composed of 73 dedicated members, aged 12 and older. Students learn aviation, cybersecurity, science, technology, engineering, and mathematics (STEM) principles, land navigation, search and rescue skills, rockets, and much more.

After winning both the Virginia and Regional Drill Competitions, the Burke Composite Squadron's Competition Team participated in the Civil Air Patrol National Cadet Competition in Dayton, Ohio, from July 14 - 19, 2022.

The competition featured 16 teams from eight regions around the U.S., from Alaska to Puerto Rico. Cadets competed over two days on various aspects of cadet life, such as posting of the colors, drill, a leadership and aerospace written exam, a team leadership problem, uniform preparation, fitness testing, and public speaking.

The Burke Composite Squadron finished overall third place nationally. Featured achievements of the team include first place in the written exam and highest individual score (with Cadet Chief Master Sergeant Robert Kammerer winning a perfect score), and second place in small, unmanned aircraft systems, indoor posting of the colors, and outdoor posting of the colors.

Therefore, jointly with Supervisor Herrity, Supervisor Walkinshaw asked unanimous consent that the Board direct staff to prepare a Certificate of Recognition for the Burke Composite Squadron Cadet Competition Team, to be presented this Fall. Without objection, it was so ordered.

17. **PROCLAMATION REQUEST DESIGNATING SEPTEMBER 2022 AS “SUICIDE AWARENESS MONTH”** (11:16 a.m.)

Supervisor Walkinshaw stated that suicide is a serious public health problem that can have lasting harmful effects on individuals, families, and communities. There are many factors that contribute to suicide. The goal of suicide prevention is to reduce factors that increase risk and increase factors that promote resilience. COVID-19 pandemic has brought more attention to the impact of increased isolation, stress, and uncertainty on a person’s mental health.

In a recent survey, half of adults said that they are more open to talking about mental health since COVID-19. This is encouraging, and this openness will help bring about positive change in the way the community talks about suicide. As the County recovers from the pandemic, more needs to be done to help friends, families, and communities reduce the risk of suicide.

Sobering suicide statistics include:

- 45,979 people died by suicide in the United States in 2020
- Suicide rates among males in 2020 was four times higher than females
- Second leading cause of death for ages 10 - 34
- 12 million Americans have reported serious thoughts of suicide
- Suicide is the 11th leading cause of death in Virginia, with an average of 1140 suicides occurring annually
- 59 percent of all suicides were by firearms

Each person can help make a difference in these efforts, starting with outreach, education, and support focused on increasing resiliency.

Organizations such as PRS CrisisLink, American Foundation for Suicide Prevention (AFSP), and the Fairfax-Falls Church Community Services Board (CSB) are on the frontlines working to change the conversation from suicide-to-suicide prevention. By offering support, encouragement, and resources they help promote healing and give hope.

During the month of September, mental health advocates, prevention organizations, survivors, and community members unite to promote suicide prevention awareness. To raise awareness every year, September is recognized as “*Suicide Awareness Month*.” Supervisor Walkinshaw stated that as part of this effort, he and Supervisor Smith are leading the County team at the American Foundation for Suicide Prevention’s annual Out of the Darkness community walk on October 1, 2022, in Fairfax City. All those who are interested are invited to participate.

Therefore, jointly with Supervisor Smith, Supervisor Walkinshaw asked unanimous consent that the Board direct staff to:

- Prepare a Proclamation designating September 2022 as “*Suicide Awareness Month*” in the County, and that PRS CrisisLink, AFSP, the CSB, and other partners in suicide prevention be invited to appear before the Board on September 13, 2022, to accept this proclamation
- Help publicize both September 2022 as “*Suicide Awareness Month*” and AFSP’s Out of the Darkness community walk

Without objection, it was so ordered.

18. **PROCLAMATION REQUEST DESIGNATING AUGUST 27, 2022, AS “LAKE ACCOTINK PARK DAY”** (11:18 a.m.)

Supervisor Walkinshaw stated that residents have been enjoying Lake Accotink Park for almost 60 years now. For decades, it has been the site of many events including live music shows and educational programs, continuing to serve the County and strengthening the surrounding community with its beautiful sights, abundant wildlife, and high accessibility. The Friends of Lake Accotink Park, through a special partnership with the Park Authority, works to protect, beautify and promote the park.

Visitors to Lake Accotink Park catch glimpses of the boundless variety of wildlife that the Park has to offer, such as eagles, foxes, deer, ducks and osprey. They can also enjoy amenities such as trails, gathering spaces, historical sites, children’s activities and more, in the presence of a beautiful lake.

With its 60th anniversary just around the corner, many believe it would be a momentous time to honor Lake Accotink Park for the many amenities it has provided residents for all these years.

Therefore, jointly with Chairman McKay, Supervisor Gross, and Supervisor Lusk, Supervisor Walkinshaw moved that the Board direct staff to prepare a Proclamation designating August 27, 2022, as “*Lake Accotink Park Day*” in the County, in recognition of the many years of joy and comfort the park has given to residents, and in acknowledgement of the steadfast support by the County, the Park Authority, and the Friends of Lake Accotink, to be presented outside the Board Room. Supervisor Gross seconded the motion and it carried by a vote of eight, Supervisor Alcorn and Supervisor Palchik being out of the room.

19. **CONCURRENCE REQUEST FOR LACM VA, LLC** (11:21 a.m. )

Supervisor Walkinshaw stated that the Fairfax County Redevelopment and Housing Authority (FCRHA) is the owner of property identified as Tax Map 56-1 ((15)) Parcel 14B, comprising parking lots G and H in front of the Government Center. The Board previously created this parcel by subdividing it from the larger Government Center property – known as Government Center Land Bay C under existing land use approvals – and then conveyed it to the FCRHA for development of affordable housing. Government Center Land Bay C is now comprised of the FCRHA-owned Parcel 14B, and the Board-owned parcels on which the Government Center building is located, identified as Tax Map 56-1((15)), Parcels 14A and 5B.

Pursuant to a request for proposals issued in accordance with the Public-Private Education Facilities and Infrastructure Act of 2002, the FCRHA selected LACM VA, LLC, a subsidiary of Lincoln Avenue Capital, as the developer for Parcel 14B and entered into an Interim Agreement with LACM authorizing LACM to pursue the necessary land use approvals for the project on the FCRHA’s behalf.

LACM has prepared and filed a Proffered Condition Amendment and Conceptual Development Plan Amendment (PCA/CDPA) on the entire Government Center Land Bay C in review under RZPA-2022-BR-00086 and a Final Development Plan Amendment (FDPA) on Parcel 14B only, in review under RZPA-2022-BR-00092. The two applications together would permit the redevelopment of Parcel 14B with affordable housing; the PCA/CDPA includes the entire Land Bay C to allow for accurate tracking of gross floor area over the entire site. Because the Board-owned Government Center parcels, identified as Tax Map 56-1 ((15)) Parcels 14A and 5B, are included in the PCA/CDPA application, Board concurrence is required for filing the application.

Therefore, jointly with Chairman McKay, Supervisor Walkinshaw moved that the Board authorize the:

- Inclusion of the Board-owned property identified as Tax Map 56-1 ((15)) Parcels 14A and 5B in pending application RZPA-2022-BR-00086
- County Executive and/or his designees to act as agent for the Board in conjunction with this application. In the case of any proffers associated with the application, the County Executive and/or his designees may sign such associated proffers only after receipt of an executed indemnification agreement from LACM. This motion should not be construed as a favorable recommendation by the Board on the proposed application and does not relieve the LACM from compliance with the provisions of applicable ordinances, regulations, or adopted standards in any way

Chairman McKay seconded the motion and it carried by a vote of eight, Supervisor Herrity voting “NAY,” Supervisor Palchik being out of the room.

20.

**RECOGNITION REQUEST FOR THE MCLEAN PROJECT FOR THE ARTS (MPA)** (11:24 a.m.)

Supervisor Foust stated that this year marks the 60th anniversary for MPA, the oldest continuously operating, nonprofit visual arts center in Northern Virginia. Founded in 1962, MPA has presented works by more than 3,000 emerging and established artists, offered thousands of studio art classes and workshops, and promoted art education through lectures, talks, and gallery tours, benefiting tens of thousands of residents annually.

MPA showcases its visual arts program in the galleries and studio at the McLean Community Center through the first public-private partnership in the arts with the County.

MPA ArtReach, the signature outreach program, is offered free to students in Fairfax County Public Schools. The exhibition-based program increases participants' understanding of science, technology, engineering, and mathematics principles based on Virginia's Standards of Learning while building a sense of community through the shared art experience.

MPA ArtReach serves at-risk pupils, students in self-contained classes, and individuals in the community with intellectual and physical disabilities, helping them to gain an appreciation for art and fostering creativity. MPA also conducts free art workshops for senior citizens at area senior centers as well as family art programs. MPA ArtReach serves more than 3,000 residents each year at no cost to the participants. During the COVID pandemic, ArtReach provided an especially cherished personal connection.

Each October, MPA hosts MPAartfest, a one-day visual and performing arts festival attended by thousands of area residents since its founding in 2006. This free community event features the work of visual artists, children's programs, and performances by regional musicians.

For 60 years, MPA has successfully fulfilled its mission to exhibit the work of artists from the Mid-Atlantic region, to promote awareness and understanding of contemporary art, and to offer instruction and education in the visual arts.

Therefore, Supervisor Foust asked unanimous consent that the Board direct staff to invite MPA representatives to appear before the Board at its meeting on September 13, 2022, for recognition of its 60th anniversary and many contributions to the community. Without objection, it was so ordered.

21. **PROCLAMATION REQUEST FOR THE MCLEAN VOLUNTEER FIRE DEPARTMENT** (11:25 a.m.)

Supervisor Foust stated that the McLean Volunteer Fire Department was incorporated in 1921, over a hundred years ago. Because this was the first charter of its nature in the County, the Fire Department was designated as “Company 1.” In 1923, the Commonwealth of Virginia issued a charter to the company, and since that time, the department has been known as the “McLean Volunteer Fire Department, Incorporated”, the first incorporated fire company in the County.

The McLean Volunteer Fire Department has led the way on several fronts. For example, it was the first in the County to:

- Have an ambulance (1935)
- Hire a career firefighter (1946)
- Purchase and install an aerial platform (1973)
- Admit the first female volunteer firefighter (1974)

The first minority firefighter hired by the County, in 1974, and the first career woman firefighter assigned to rotating shift work, in 1981, were assigned to the McLean Station.

In the spring of 1947, the original cinder block firehouse was demolished and a one-story structure with four bays was constructed. In 1988, the County built a new state-of-the-art station in McLean with a much larger capacity.

The County retained the former station, which is now on the County’s Inventory of Historic Sites. The County turned over usage of the building to the McLean Community Center. It presently functions as the Old Firehouse Teen Center and is

a hub of social activity for McLean youth in grades 7 - 9. In addition, Specially Adapted Resource Clubs uses the facility to provide programming for young adults with severe disabilities and the Lewinsville Senior Center uses it to offer programs for older residents.

Throughout the 20th century to the present, the McLean Volunteer Fire Department has continued to play a significant role in the McLean community and has served as a model for other developing fire departments around the County. Volunteer firefighters put in many hours to support the career fire and rescue personnel. Currently, the department carries about 80 members on its rolls. They range from college students to seniors, and they come from many different backgrounds. Volunteers are asked to give 240 hours a year but there are some members who volunteer 1,000 hours a year.

Therefore, Supervisor Foust asked unanimous consent that the Board direct staff to prepare a Proclamation for the McLean Volunteer Fire Department, in recognition of its 100 years of exemplary service, to be presented on September 20, 2022, at its 100th Anniversary gala. Without objection, it was so ordered.

22. **AMERICAN RESCUE PLAN ACT (ARPA) FUNDS AND AFFORDABLE HOUSING** (11:27 a.m.)

Supervisor Foust stated that the State and Local Fiscal Recovery Funds component of the ARPA has played a vital role in ensuring the County continues to address the community's priorities as the County emerges from the COVID-19 pandemic.

This is especially true for affordable housing development and preservation, where the Board allocated a total of \$30 million from its ARPA funds so far. Assuming Board approval of the "SOMOS" project, which is the subject of an Action Item at the Board Meeting today, the entirety of that \$30 million will be fully committed to projects in the County's pipeline. As the Affordable Housing Advisory Council noted in its email to the Board on July 30, 2022, this important progress and the County's burgeoning pipeline of projects make it critical to continue to identify additional resources.

By happy coincidence, the White House issued guidance last week which greatly expands the utility of ARPA funds for the express purpose of increasing the supply of affordable housing. Specifically, the guidance made clear that ARPA funds can be used as loans in affordable housing development deals, including in combination with the Low-Income Housing Tax Credit Program. Heretofore, in practical terms, the funds could only be used in such deals for land acquisition. This welcome change gives the ARPA funds much of the same flexibility as the County's local dollars.

With that being the case and given the County's ongoing success and efficiency in using these funds for affordable housing development, now is the time to consider committing additional ARPA funds for this critically important purpose.

Therefore, jointly with Chairman McKay, Supervisor Foust moved that the Board direct the County Executive to determine whether, and to what extent, additional ARPA funds can be directed to affordable housing development, and to advise the Board of his recommendation prior to the September 13, 2022, Board Meeting. Chairman McKay seconded the motion and it carried by a vote of eight, Supervisor Herrity voting “NAY,” Supervisor Palchik being out of the room.

23. **ECONOMIC OPPORTUNITY RESERVE (EOR) NOMINATION  
WORK-BASED LEARNING (WBL) OPPORTUNITY FUND** (11:31 a.m.)

Supervisor Foust stated that recent local, regional, and national employer surveys and data indicate that across the County’s economy, worker retention and recruitment are the top issue for firms of all sizes, sectors, and geographies. The shortage of workers using traditional talent sourcing approaches is constraining economic growth and business success. The Economic Advisory Commission (EAC) identified workforce development as a priority topic for 2022. Further refinement established ‘work-based learning,’ as the first topic of focus for EAC engagement in this calendar year.

WBL programs provide a method for employers to onboard employees that may have less experience or credentials, expand the labor pool, and build talent, and can also increase retention and accelerate the productivity of workers once employed. While there are some work-based learning programs and initiatives in the region, there is limited employer utilization and insufficient student and employee awareness and participation.

In March 2022 interested EAC members and other stakeholders participated in a working session to address the challenge statement: “How can more Fairfax County businesses establish or utilize work-based learning initiatives to open new talent pools, reskill workers, and increase retention of skilled talent?” In April 2022 the working group recommendations were presented to the full EAC.

Based on the EAC workgroup recommendations, full EAC meeting discussion, and input from local and regional workforce experts, a primary gap and opportunity to address the workforce shortage has been identified. The EAC recommends establishing an Opportunity Fund to incentivize and provide hands-on support to businesses to utilize work-based learning as a solution to their urgent need to onboard, develop and retain skilled workers. Such an Opportunity Fund should be combined with a Regional Work-Based Learning Collaborative to match employer-sponsored opportunities with qualifying candidates and provide coaching support to convert those opportunities into permanent job offers. Finally, the Opportunity Fund would fill a crucial gap in the workforce, training, and business landscape, and will complement, not duplicate, existing workforce development initiatives.

Therefore, Supervisor Foust moved that the Board direct the County Executive to:

- Develop a program scope for a Work-Based Learning Opportunity Fund not to exceed a total of \$3 million for a two-year pilot program
- Prepare an Initial Project Evaluation of a potential investment to pilot such a fund under the guidelines adopted for the EOR for review by the Economic Initiatives Committee on September 20, 2022
- Not invest funds from the EOR until the Board has approved the use of the funds for that purpose

Supervisor Lusk seconded the motion.

Following discussion regarding providing coaching throughout and implications associated with County restrictions, the question was called on the motion and it carried by a vote of eight, Supervisor Herrity and Supervisor Palchik being out of the room.

24.

**ADOPTION OF REVISED PRINCIPLES FOR PUBLIC INVESTMENT TO SUPPORT DEVELOPMENT** (11:39 a.m.)

Supervisor Foust stated that in 2008, the Board adopted “16 Principles for Public Investment to Support Commercial Revitalization” (the 2008 Principles). Over the years, the 2008 Principles have been used to evaluate potential county financial support for proposed revitalization projects. The principles have guided staff through project review and all phases of due diligence. For example, use of the 2008 Principles demonstrated that the successful Mosaic development would not have gone forward without (“but for”) the use of Tax Increment Financing (TIF).

Based on experience working with the 2008 Principles, staff has proposed several revisions that, if adopted, will make the principles more focused and useful when evaluating the County’s options. Staff has prepared the “Principles for Public Investment to Support Development” (the “Revised Principles”), attached to his written Board Matter, and recommends they be adopted to replace the 2008 Principles. Staff proposes to consolidate the number of principles from 16 to 12, but all the critical elements included in the 2008 Principles will be retained in the Revised Principles, including:

- Compliance with the Comprehensive Plan and Zoning Ordinance
- No negative impact on County’s credit rating
- Transparency from developer for requested information
- TIF financing must be properly structured

- Proposal must meet the “but for” test (the project would not go forward “but for” the public investment)

The Revised Principles were presented at the Board’s Economic Initiatives Committee held on July 26, 2022, and it was agreed that they would be brought forward to the Board for further consideration and adoption.

Therefore, Supervisor Foust moved that the Board adopt the Revised Principles, attached to his written Board Matter, and direct that, going forward, staff utilize these Revised Principles, and such other tools and considerations as they deem appropriate under the circumstances, when evaluating proposals for public investment to support development. Chairman McKay and Supervisor Lusk jointly seconded the motion.

Following discussion regarding inclusion of affordable housing, the question was called on the motion and it carried by unanimous vote.

25. **PROCLAMATION REQUEST FOR SHILOH BAPTIST CHURCH**  
(11:43 a.m.)

Supervisor Foust stated that he would like to take this opportunity to congratulate the members of Shiloh Baptist Church in McLean on the 150th anniversary of its congregation. There are very few groups in the County that have reached such a milestone.

Shiloh Baptist is one of the oldest African American churches in the County. Its history dates to Cyrus Carter, a prominent member of the Northern Virginia African American community. Between 1866 and 1873, Reverend Carter organized four congregations, including Shiloh Baptist. Church members initially worshipped in Odrick’s Public School, which is now the site of Charity Baptist Church. Several present-day members of the congregation can trace their roots back to the founding members of the church.

Odrick’s Public School and Odrick’s Corner were named after Alfred Odrick, a freed slave who was well known in the area for his carpentry skills, and who was one of the first African American landowners in the County. Many of Mr. Odrick’s descendants settled in homes surrounding his, giving rise to the name Odrick’s Corner.

The cornerstone for the church building was laid in 1887; and at a cost of \$2000, the building was constructed. In 1926, a fire destroyed the church, and the congregation once again worshipped at Odrick’s Public School. It was not until 1929 that Shiloh was able to lay another cornerstone for a new building.

Therefore, Supervisor Foust asked unanimous consent that the Board direct staff to prepare a Proclamation for Shiloh Baptist Church, in recognition of its 150th

anniversary and the prominent place that the church has played in the County's history, to be presented at a special service for the Church on September 28, 2022. Without objection, it was so ordered.

26. **UPCOMING BOARD ELECTION** (11:45 a.m.)

Supervisor Foust announced that he will not be seeking reelection as the Dranesville District Supervisor in the upcoming election for the Board.

27. **ADVANCING PROCESS FOR RENAMING LEE HIGHWAY AND LEE-JACKSON MEMORIAL HIGHWAY** (11:49 a.m.)

Supervisor Alcorn stated that in July 2021, the Board created the Confederate Names Task Force (CNTF) to review the names of Lee Highway (U.S. Route 29) and Lee-Jackson Memorial Highway (U.S. Route 50) and make recommendations to the Board on:

- Whether to change the names of one or both roadways
- What the names should be changed to

From August through December 2021, the CNTF met, sought public input, prepared recommendations, and submitted the final report to the Board in December 2021. The report recommended:

- Changing the names of both roadways and submitted alternate names for each
- That the Board consider providing financial assistance to those affected

When the Board received the report, staff was requested to undertake additional outreach to businesses and residents. This spring, staff conducted additional outreach to those in the corridor and presented the results at the Board's Transportation Committee on June 14, 2022. The presentation also provided information on the cost of signage, actions undertaken by neighboring jurisdictions, and various ways jurisdictions are providing aid to businesses directly impacted by a name change. During that Committee Meeting, the Board provided feedback on how they wanted to proceed on the naming of both roads.

Therefore, Supervisor Alcorn moved that the Board direct staff to:

- Prepare an Action Item for the September 13, 2022, Board Meeting, to advance the renaming of Lee Highway and Lee-Jackson Memorial Highway to Route 29 and Route 50, respectively. The Action Item should include:

- A resolution supporting the name changes, which will be provided to the Commonwealth Transportation Board, as required by the Virginia Code
- Information on ways to financially assist those directly impacted by changing the name of either road and that a criteria to meet such assistance be developed in an equitable manner

Chairman McKay, Supervisor Palchik, and Supervisor Smith jointly seconded the motion.

Following discussion regarding the associated costs, challenges, and benefits, the question was called on the motion and it carried by a vote of nine, Supervisor Herrity voting “NAY.”

28. **CONCURRENT AND EXPEDITED PROCESSING REQUEST FOR CM VANTAGE LLC** (11:59 a.m.)

- (A) Supervisor Alcorn stated that the applicant, CM Vantage LLC, seeks approval of a Planned Residential Community (PRC) Plan Amendment with a Concurrent Development Plan Amendment and, Proffered Condition Amendment for the redevelopment of the southwest portion of the property with 28 single-family attached dwelling units. The applicant has a public hearing scheduled before the Planning Commission on November 2, 2022, and has requested a date certain for a public hearing before the Board.

The Property is subject to Rezoning Application RZ A-502 that was approved by the Board on October 24, 1962, and an apartment complex was subsequently built. In 1984, the apartment complex was converted to a condominium known as Vantage Hill Condominium governed by the Vantage Hill Condominium Association. The applicant’s proposal will allow Vantage Hill to redevelop an abandoned pool area to residential use. The sale is intended to generate revenue to address a backlog of capital improvements facing the existing condominium development.

Therefore, Supervisor Alcorn moved that the Board direct the Clerk for the Board to schedule Proffered Condition Amendment Application PCA A-502-04 and Development Plan Amendment Application DPA A-502-10 and the associated PRC Plan Amendment for a public hearing before the Board to be held on **December 6, 2022, at 3:30 p.m.** This motion should not be construed as a favorable recommendation by the Board on the proposed application and does not relieve the applicant from compliance with applicable ordinances, regulations, and/or adopted standards, nor does it prejudice in any way the Board's consideration of this pending application. Supervisor Lusk seconded the motion and it carried by unanimous vote.

29. **NO BOARD MATTERS FOR SUPERVISOR LUSK (LEE DISTRICT)**  
(12:01 p.m.)

Supervisor Lusk announced that he had no Board Matters to present today.

30. **PROCLAMATION REQUEST FOR AMERICAN HORTICULTURAL SOCIETY (AHS)** (12:01 p.m.)

Supervisor Storck stated that the AHS will celebrate its 100th Anniversary this year as one of the most longstanding, respected gardening organizations in North America. During this time, AHS has promoted American horticulture, and for 50 years has been the steward of the beloved River Farm, located on land once owned by George Washington, along the picturesque Potomac River.

In 2020, when the previous AHS Board decided to sell this historic property, this Board was instrumental in saving and helping to preserve the rich heritage at River Farm from potential future development.

As AHS looks forward to the next 100 years, it has committed to continue their goals to “build upon our country’s rich horticultural legacy and common roots while creating a sustainable future focused on beauty, nature, and knowledge. And as important, to protect and share its headquarters as a national treasure and example of forward-looking American gardening.”

Therefore, jointly with Chairman McKay, Supervisor Storck asked unanimous consent that the Board direct staff to prepare a Proclamation for the American Horticultural Society, to be signed by the Chairman and the Mount Vernon District Supervisor, in recognition of its centennial anniversary, to be presented at its 100<sup>th</sup> Anniversary gala. Without objection, it was so ordered.

31. **CONSIDERATION ITEM TO FUND THE GUM SPRINGS TRAIL ENHANCEMENTS (MOUNT VERNON DISTRICT)** (12:03 p.m.)

Supervisor Storck stated that the Gum Springs community, located in the Mount Vernon District, is the oldest African American community in the County. Residents have long been advocating for equitable water access to Little Hunting Creek from the nearby Martin Luther King, Jr. Park. The community, Park Authority, and the Equity Office have discussed this and are supportive of this effort to provide access and educational opportunities for children and residents on park land. If funded, this would be added to the 2023 Fairfax County Park Authority workplan to begin design work.

Supervisor Storck requested that staff add \$600,000 as a Consideration Item for Fiscal Year 2022 Carryover Review to fund Gum Springs Trail Enhancements for Board consideration.

32. **PROCLAMATION REQUEST FOR SOUTH COUNTY MIDDLE SCHOOL (SCMS)** (12:04 p.m.)

Supervisor Storck stated that SCMS opened its highly anticipated doors on September 12, 2012. This community school came to fruition after many years of community advocates, who decided that a middle school was necessary, worked tirelessly with officials at all levels of government to realize its goal of a stand-alone middle school. While they were regularly met with rejection and disappointment, they persevered, and overcame all the obstacles they encountered.

In 2008, the Board allocated \$10 million to the school system and later that year, the Fairfax County School Board voted to allocate this money to build the middle school; saving taxpayers \$35 million by building the school earlier than planned, using the development plans from another middle school, and by swapping land with the Park Authority.

For 10 years now, SCMS has provided a positive learning environment by academically challenging students with a full spectrum of programs including general education, an Advanced Academics Level IV Center, an Honors Program, and a Special Education Program.

Despite its presence as a stand-alone middle school, SCMS students, staff, and community members continue collaboration and connections with South County High School which lies adjacent to the middle school. This bond has strengthened the South County sense of community and the Mustang and Stallion spirit is enduring.

Therefore, jointly with Chairman McKay and Supervisor Herrity, Supervisor Storck asked unanimous consent that the Board direct staff to prepare a Proclamation for SCMS, to be signed by the Chairman and the Mount Vernon District Supervisor, in recognition of its 10<sup>th</sup> Anniversary, to be presented outside of the Board Room. Without objection, it was so ordered.

33. **NEW ADMINISTRATIVE AIDE IN THE MOUNT VERNON DISTRICT SUPERVISOR'S OFFICE** (12:08 p.m.)

Supervisor Storck introduced Cassidy Donaghy, a new Administrative Aide in his office. On behalf of the Board, he welcomed her to the County and Board Auditorium.

34. **PUBLICITY REQUEST FOR "FARMERS MARKET WEEK"** (12:09 p.m.)

Supervisor Palchik stated that "*National Farmers Market Week*" will be held August 7 – 13, 2022, and is a way to show appreciation to farmers and artisans, volunteers running the onsite logistics, and loyal customers supporting these local efforts.

The County Farmers Markets will join FRESHFARM and other farmers markets across the nation in celebration of “*National Farmers Market Week*” to highlight the role of farmers markets in supporting healthy communities, stimulating local economies, and investing in local farmers. This annual celebration that boosts market attendance and visibility is an opportunity to educate shoppers about local food and agriculture and strengthen the ties to the community.

“*Farmers Market Week*” is also “*Bike-to-Market Week*” in the County. On behalf of the Board, she invited the community to bike to the local County Farmers Markets. Supervisor Palchik stated that the County Bicycle Map shows a safe route to take and is available at: [www.fairfaxcounty.gov/transportation/bike/map](http://www.fairfaxcounty.gov/transportation/bike/map). Supplemental Nutrition Assistance Program Electronic Benefits Transfer cards can be used at select County Farmers Markets. The Farmers Market Week schedule and list of activities can be found at [www.fairfaxcounty.gov/parks/farmersmarkets/farmers-marketweek](http://www.fairfaxcounty.gov/parks/farmersmarkets/farmers-marketweek).

Therefore, jointly with Supervisor Gross, Supervisor Palchik asked unanimous consent that the Board direct the Office of Public Affairs to advertise the Farmers Market Week schedule on its channels and invited the Board and community to join the celebration by visiting a farmers market during that week, to support local farmers and businesses, learn how to prepare fresh ingredients at their cooking demonstrations, participate in fun and educational activities, listen to live music, and enjoy delicious food from local producers. Without objection, it was so ordered.

35. **REQUEST TO SCHEDULE A PUBLIC HEARING FOR CLARK CONSTRUCTION GROUP (PROVIDENCE DISTRICT) (12:12 p.m.)**

Supervisor Palchik stated that Clark Construction Group recently announced plans to open a new 128,000 square foot office in the Silverline Center office building located at 7900 Westpark Drive in Tysons. The new space is designed to provide a modern and collaborative hub for Clark’s infrastructure, building, and asset solutions teams along with many of Clark’s corporate departments that serve the company’s projects nationwide, including numerous projects in the County. Clark will employ over 550 people at this location.

Clark is currently renovating the interior of the Silverline Center office building and plan to begin occupancy on September 23, 2022. As part of the project, Clark has requested a Special Exception to accommodate a second building mounted sign to take advantage of the building’s gateway location on the Beltway.

Clark is actively working with staff on the Special Exception to improve the overall design. The Special Exception is currently scheduled for the Planning Commission meeting on September 14, 2022. To have the Special Exception public hearing coincide as closely as possible with its move, Clark has asked that the public hearing before the Board be scheduled for October 11, 2022.

Therefore, Supervisor Palchik moved that the Board direct staff to schedule Special Exception Application SE 2022-PR-00007 for a public hearing before the Board on October 11, 2022. This motion should not be construed as a favorable recommendation by the Board, nor does it relieve the applicant from compliance with the provisions of all applicable ordinances, regulations or adopted standards. Chairman McKay seconded the motion and it carried by unanimous vote.

36. **NO BOARD MATTERS FOR SUPERVISOR HERRITY (SPRINGFIELD DISTRICT)** (12:15 p.m.)

Supervisor Herrity announced that he had no Board Matters to present today.

37. **POTENTIAL TRANSFER OF BOARD OF SUPERVISORS'-OWNED PROPERTY (4000 STRINGFELLOW ROAD- CHANTILLY LIBRARY) TO THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (FCRHA) (SULLY DISTRICT)** (12:15 p.m.)

Supervisor Smith stated that increasing the supply of affordable housing throughout the County is a high priority. Earlier this year, the Board made the commitment to increase its strategic goal to provide a minimum of 10,000 new affordable housing units by 2034. Staff have been evaluating all the County's existing assets for potential housing opportunities, including the collocation of new housing with existing County facilities on County-owned land. Through the Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA), as amended, publicly owned land in the County has been successfully leveraged through public-private partnership development to efficiently produce affordable housing units in a cost-effective manner through use of low-income housing tax credits.

The Board is the owner of approximately 15.9 acres of land in the Sully District, described as Tax Map 45-1(1) 7C and home to the Chantilly Regional Library. An opportunity exists on this site for the collocation of approximately 150-200 multi-family units, associated support services, and sitewide pedestrian improvements, including a shared open space plaza accessible to library patrons and community residents designed to link both uses. The site's location is ideal as it is within walking distance to important services beyond the existing library including schools, parks, transit routes, as well as recreation and commercial amenities. These are all features that contribute to creating an equitable community with a neighborhood living environment providing opportunity for all residents of the community.

Therefore, Supervisor Smith moved that the Board direct staff to initiate steps to formally authorize and schedule a public hearing to consider the conveyance of approximately eight acres of the Board-owned property at the Chantilly Regional Library site located at Tax Map Parcel 45-1(1) 7C to FCRHA for the development of affordable housing, subject to the following:

- In the event the FCRHA no longer pursues the project, FCRHA will transfer ownership of the property back to the Board
- FCRHA will provide the County with access to and use of the site until such time as development activities begin
- Any existing library parking spaces within the area designated for the affordable housing development will be replaced within the development and provided for library use

Supervisor Foust and Supervisor Palchik jointly seconded the motion.

Following discussion regarding the possible implications to the Springfield District, the question was called on the motion and it carried by a vote of nine, Supervisor Herrity voting “NAY.”

38. **UPCOMING MEETING REGARDING THE POSSIBLE RENAMING OF THE SULLY MAGISTERIAL DISTRICT** (12:19 p.m.)

Supervisor Smith stated that she would be holding another virtual meeting regarding the possible renaming on September 1, 2022, at 7 p.m. She requested that staff publicize the information related to this upcoming meeting.

**KK:kk**

**AGENDA ITEMS**

39. **ADMINISTRATIVE ITEMS** (12:20 p.m.)

Supervisor Gross moved approval of the Administrative Items. Supervisor Lusk and Chairman McKay jointly seconded the motion and it carried by unanimous vote, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Palchik, Supervisor Smith, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE.”

**ADMIN 1 – EXTENSION OF REVIEW PERIOD FOR 2232 PUBLIC FACILITY REVIEW APPLICATION (HUNTER MILL DISTRICT)**

Authorized the extension of review period for the following Public Facility 2232 Review Application to the date noted:

<u>Application Number</u>	<u>Description</u>	<u>New Date</u>
2232-2022-HM-00006	Arlington Partnership for Affordable Housing Tysons Community Center Tax Map Number 29-3 ((2)) 2D	June 24, 2023

<u>Application Number</u>	<u>Description</u>	<u>New Date</u>
	1592 Spring Hill Road Vienna, VA Hunter Mill District	

**ADMIN 2 – EXTENSION OF REVIEW PERIOD FOR 2232 PUBLIC FACILITY REVIEW APPLICATION (SPRINGFIELD DISTRICT)**

Authorized the extension of review period for the following Public Facility 2232 Review Application to the date noted:

<u>Application Number</u>	<u>Description</u>	<u>New Date</u>
2232-2022-SP-00007	Department of Public Works and Environmental Services Fairview Temporary Fire Station 32 Tax Map Number 77-1 ((1)) 67 5600 Burke Centre Parkway Fairfax Station, VA Springfield District	September 24, 2022

**ADMIN 3 – AUTHORIZATION TO ADVERTISE A PUBLIC HEARING TO LEASE A PORTION OF THE I-95 LANDFILL COMPLEX FOR THE PURPOSE OF INSTALLING A SOLAR FACILITY (MOUNT VERNON DISTRICT)**

- (A) Authorized the advertisement of a public hearing to be held before the Board on **September 13, 2022, at 4:30 p.m.**, to lease a portion of the I-95 Landfill Complex, Tax Map Number 113-1((1))14, to Sun Tribe Solar, LLC for the purpose of installation, operation, and maintenance of ground-mount solar photovoltaic panels.

**ADMIN 4 – APPROVAL OF “WATCH FOR CHILDREN” SIGNS AS PART OF THE RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP) ON KINGSBRIDGE DRIVE (PROVIDENCE DISTRICT)**

- Authorized the installation of three “Watch for Children” signs on Kingsbridge Drive (Providence District) as part of the RTAP
- Directed staff of the Department of Transportation to schedule the installation of the approved “Watch for Children” signs as soon as possible

**ADMIN 5 – APPROVAL OF “WATCH FOR CHILDREN” SIGNS AS PART OF THE RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP) ON BLAKE LANE (PROVIDENCE DISTRICT)**

- Authorized the installation of two “Watch for Children” signs on Blake Lane (Providence District) as part of the RTAP
- Directed staff of the Department of Transportation to schedule the installation of the approved “Watch for Children” signs as soon as possible

**ADMIN 6 – APPROVAL OF TRAFFIC CALMING MEASURES AS PART OF THE RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP) ON PEABODY DRIVE (DRANESVILLE DISTRICT)**

- (R)
- Adopted the Resolution endorsing traffic calming plans consisting of two speed humps on Peabody Drive (Dranesville District)
  - Directed staff of the Department of Transportation to schedule installation of the approved traffic calming measures as soon as possible

**ADMIN 7 – APPROVAL OF “\$200 ADDITIONAL FINE FOR SPEEDING” SIGN AS PART OF THE RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP) ON BLAKE LANE (PROVIDENCE DISTRICT)**

- (R)
- Adopted the Resolution authorizing the installation of “\$200 Additional Fine for Speeding” signs on Blake Lane between Sutton Road and Route 29 (Providence District)
  - Directed staff of the Department of Transportation to request the Virginia Department of Transportation schedule the installation of the approved “\$200 Additional Fine for Speeding” signs as soon as possible.

**ADMIN 8 – AUTHORIZATION TO ADVERTISE A PUBLIC HEARING TO CONSIDER ADOPTING AN ORDINANCE TO ESTABLISH THE LEE LANDING COMMUNITY PARKING DISTRICT (CPD) (PROVIDENCE DISTRICT)**

- (A)
- Authorized the advertisement of a public hearing to be held before the Board on **September 13, 2022, at 4 p.m.**, to consider proposed amendments to the Code of the County of Fairfax, Appendix M, to establish the Lee Landing CPD.

**ADMIN 9 – FAIRFAX FOUNDERS FUND ELIGIBILITY MODIFICATION**

Approved the modification of the Fairfax Founders Fund guidelines to include only applicants having their principal place of business in Fairfax County, including the Towns of Herndon, Vienna, and Clifton, as eligible entities; entities with a principal place of business in the Cities of Fairfax or Falls Church would not be included.

**ADMIN 10 – AUTHORIZATION TO ADVERTISE A PUBLIC HEARING ON THE COUNTY AND SCHOOLS’ FISCAL YEAR (FY) 2022 CARRYOVER REVIEW TO AMEND THE APPROPRIATION LEVEL IN THE FY 2023 REVISED BUDGET PLAN**

- (A) Authorized the advertisement of a public hearing to be held before the Board on **October 11, 2022, at 10:30 a.m.**, to consider an increase in the FY 2023 appropriation level. The advertisement encompasses both the County and the Schools’ FY 2022 Carryover Reviews.

**ADMIN 11 – AUTHORIZATION TO ADVERTISE A PUBLIC HEARING ON A PROPOSAL TO PROHIBIT THROUGH TRUCK TRAFFIC ON BULL RUN POST OFFICE ROAD (SULLY DISTRICT)**

- (A) Authorized the advertisement of a public hearing to be held before the Board on **September 13, 2022, at 4 p.m.**, to consider endorsing Bull Run Post Office Road between Route 29 in Fairfax County and Braddock Road in Loudoun County to be included in the Residential Traffic Administration Program for a through truck traffic restriction.

**EBE:ebe**

40. **A-1 – ESTABLISHMENT OF RETAIL FEES FOR THE CHARGING OF ELECTRIC VEHICLES (EVs) AT COUNTY-OWNED CHARGING STATIONS** (12:22 p.m.)

(NOTE: Earlier in the meeting, a Board Matter was presented regarding electric vehicle charging incentives. See Clerk’s Summary Item #10.)

Supervisor Storck moved that the Board concur in the recommendation of staff and adopt a two-part fee to be paid by the public effective August 3, 2022, including County employees charging their privately-owned vehicles, for the charging of EVs at County-owned charging stations, consisting of:

- A charge of \$0.30 per kilowatt hour
- A dwell time fee of \$2.00 per hour, capped at \$25.00 per session, that applies when the EV’s battery is fully charged and a 10-minute grace period has expired

Supervisor Lusk seconded the motion. Discussion ensued, with input from Kambiz Agazi, Director, Office of Environmental and Energy Coordination (OEEC) and Susan Hafeli, Deputy Director, OEEC, regarding the fee charging structure. The question was called on the motion and it carried by unanimous vote.

41. **A-2 – AUTHORIZATION FOR THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (FCRHA) TO PROVIDE FUNDING IN THE AMOUNT OF \$33,306,290 TO FINANCE THE DEVELOPMENT OF SOMOS AT MCLEAN METRO, MCLEAN, VIRGINIA (PROVIDENCE DISTRICT) (12:27 p.m.)**

Supervisor Palchik moved that the Board concur in the recommendation of staff and authorize the FCRHA to provide funding in the amount of \$33, 306,290 to finance the development of 453 units of affordable multifamily housing, known as Somos at McLean Metro, as follows:

- \$12,606,290 for Development of the Project: Fund a \$12,606,290 subordinate loan to the developer, SCG Development Partners, LLC (SCG) from the Housing Blueprint
- \$20,700,000 for Acquisition of the Property: Fund \$1,670,000 from the Housing Blueprint and \$19,030,000 from the American Rescue Plan Act funds as equity investment by the FCRHA through fee simple ownership of the land. Pursuant to the Development
- Agreement between the FCRHA and SCG, SCG will assign the title of the property to the FCRHA at closing

The motion was multiply seconded. Discussion ensued, with input from Thomas Fleetwood, Director, Department of Housing and Community Development, regarding:

- The cost per unit and funding source
- The Impact on taxpayers
- Challenges associated with building near a transit station
- Access to affordable housing

The question was called on the motion and it carried by a vote of nine, Supervisor Herrity voting “NAY.”

42. **A-3 – AUTHORIZATION TO ESTABLISH THE THRIVE SMALL BUSINESS RECOVERY TECHNICAL ASSISTANCE GRANT PROGRAM**  
(12:43 p.m.)

Rebecca Moudry, Director, Department of Economic Initiatives, gave a summary of the item.

Supervisor Foust moved that the Board concur in the recommendation of staff and:

- Establish the THRIVE Small Business Recovery Technical Assistance Grant Program that responds to the negative economic impacts of the COVID-19 public health emergency on small businesses
- Approve the reallocation of PIVOT Fairfax County Recovery Grant Program grant funds totaling \$7 million from the American Rescue Plan Act Fiscal Recovery Funds
- Authorize the County Executive to administer the THRIVE Program to meet program objectives

The motion was multiply seconded and it carried by unanimous vote.

43. **A-4 – AUTHORIZATION FOR THE FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (FCRHA) TO ISSUE A HOUSING BLUEPRINT LOAN TO A JOINT VENTURE OF AHC INC. AND INSIGHT PROPERTY GROUP IN THE AMOUNT OF \$15,000,000 TO FINANCE THE ACQUISITION OF COLVIN WOODS APARTMENTS IN RESTON, VIRGINIA (HUNTER MILL DISTRICT)** (12:46 p.m.)

Supervisor Alcorn moved that the Board concur in the recommendation of staff and authorize the FCRHA to issue a Housing Blueprint loan in the amount of \$15 million to a joint venture of AHC Inc. and Insight Property Group, to be used for the acquisition of Colvin Woods Apartments, located at 11012 Becontree Lake Drive, Reston, Virginia. Supervisor Foust and Supervisor Lusk jointly seconded the motion.

Discussion ensued, with input from Thomas Fleetwood, Director, Department of Housing and Community Development, regarding the annual median income and the preservation of affordable housing.

The question was called on the motion and it carried by a vote of nine, Supervisor Herrity voting “NAY.”

44. **A-5 – APPROVAL OF THE FISCAL YEAR (FY) 2022 AND FY 2023 COMMUNITY SERVICES PERFORMANCE CONTRACT AMENDMENT BETWEEN THE FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD (CSB) AND THE VIRGINIA DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES** (12:49 p.m.)

Discussion ensued, with input from Daryl Washington, Executive Director, CSB, and Linda Mount, CSB Data and Analytics Director, regarding the State funding and local match.

Supervisor Palchik moved that the Board concur in the recommendation of staff and approve the FY 2022 and FY 2023 Community Services Performance Contract Amendment between the CSB and the Virginia Department of Behavioral Health and Developmental Services and the associated acceptance of FY 2023 funds. Chairman McKay seconded the motion.

Discussion ensued, with input from Mr. Washington, regarding the percentage of the total local match, the State funding, and the increase in mental health needs.

Chairman McKay relinquished the Chair to Vice-Chairman Gross and asked unanimous consent that the Board direct CSB staff to work with the Office of Public Affairs to produce an informational graphic that tells the story of mental health services in the County, to share with the community, service providers, and help prepare for the next legislative session and package. Without objection, it was so ordered.

Vice-Chairman Gross returned the gavel to Chairman McKay.

Following further discussion regarding the funding, the question was called on the motion, and it carried by unanimous a vote.

45. **A-6 – APPROVAL OF AND AUTHORIZATION TO EXECUTE A STANDARD PROJECT AGREEMENT (SPA) WITH THE NORTHERN VIRGINIA TRANSPORTATION AUTHORITY (NVTA) FOR THE IMPLEMENTATION OF THE ROCK HILL ROAD BRIDGE/DAVIS DRIVE EXTENSION-DULLES TOLL ROAD OVERPASS (DRANESVILLE DISTRICT)** (12:58 p.m.)

(R) On motion of Supervisor Foust, seconded by Supervisor Lusk, and carried by unanimous vote, the Board concurred in the recommendation of staff and adopted the resolution, substantially in the form of Attachment 1 of the Board Agenda Item, authorizing the Director of the Department of Transportation to execute the SPA with NVTA, substantially in the form of Attachment 2 of the Board Agenda Item, for \$20.6 million in funding to support the Rock Hill Road Bridge/Davis Drive project.

46. **A-7 – APPROVAL OF FAIRFAX CONNECTOR’S OCTOBER 1, 2022, SERVICE CHANGES (BRADDOCK, DRANESVILLE, HUNTER MILL, LEE, MOUNT VERNON, PROVIDENCE, AND SPRINGFIELD DISTRICTS)** (12:58 p.m.)

Supervisor Alcorn moved that the Board concur in the recommendation of staff and approve Fairfax Connector’s October 1, 2022, service change and fare proposals as outlined in the Board Agenda Item. Supervisor Lusk seconded the motion.

Discussion ensued, with input from Michael Felschow, Chief, Planning Section, Transit Services Division, Department of Transportation, regarding:

- Proposed service reductions for Route 495
- The timeline for completion of the Transit Strategic Plan
- Changes in ridership
- Northern Virginia Transportation Committee’s Commuter Choice Grant funds for a fare reduction on Route 599

The question was called on the motion and it carried by unanimous vote.

47. **A-8 – DESIGNATION OF THE SOMOS AT MCLEAN METRO SITE AS A REVITALIZATION AREA (PROVIDENCE DISTRICT)** (1:04 p.m.)

(R) On motion of Supervisor Palchik, seconded by Supervisor Lusk, and carried by unanimous vote, the Board concurred in the recommendation of staff and adopted a resolution designating the Somos site as a Revitalization Area, for the purpose of facilitating Low-Income Housing Tax Credits.

**DMS:dms**

48. **RECESS/CLOSED SESSION** (1:07 p.m.)

Supervisor Gross moved that the Board recess and go into closed session for discussion and consideration of matters enumerated in Virginia Code Section 2.2-3711 and listed in the agenda for this meeting as follows:

- (a) Discussion or consideration of personnel matters pursuant to Virginia Code Section 2.2-3711(A) (1).
- (b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code Section 2.2-3711(A) (3).

- (c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code Section 2.2-3711(A) (7).
1. Claim of Ryan Posey on behalf of Kareem Bashir related to incident on December 27, 2017
  2. Approval of Northern Virginia Law Enforcement Mutual Aid Agreement of 2022
  3. *Dedric Lattimore v. Officer M. DeAvies*, Case No. 1:21-cv-1165 (E.D. Va.)
  4. *Lolita R. Matammu v. County of Fairfax, Virginia a/k/a/ Fairfax County Health Department*, Case No. 1:20-cv-1468 (E.D. Va.)
  5. *Patrick O. Lockhart, individually and as parent and next friend of B.L. and K.L. v. Commonwealth of Virginia, et al.*, Case No. 1:21-cv-00710 (E.D. Va.)
  6. *Elio R. Rodriguez and The Hartford Underwriters Insurance Company, as subrogee of Envirogrow Lawn & Landscaping, Inc. v. Michael Anthony Hartsell*, CL-2021-0005154 (Fx. Co. Cir. Ct.)
  7. *Randy E. Jacobs v. State Farm Mutual Automobile Insurance Company, Nationwide Property & Casualty Insurance Company, County of Fairfax, Corvel Corporation, and Maurice Jett*, Case No. CL-2022-0004592 (Fx. Co. Cir. Ct.)
  8. *Pamela Clarke v. Darwin Ramos Rivas and Fairfax County, Virginia*, Case No. GV21-014412 (P.W. Co. Gen. Dist. Ct.); and *Christopher Clarke v. Darwin Ramos Rivas and Fairfax County, Virginia*, Case No. GV21-014411 (P.W. Co. Gen. Dist. Ct.)
  9. *Kimberly Molitor, by GEICO (subrogee) v. Tiffany Hope Horton*; Case No. GV21-003424 (Stafford Co. Gen. Dist. Ct.)
  10. *Henry Reuter v. Tiffany Hope Horton*; Case No. GV22-000290 (Stafford Co. Gen. Dist. Ct.)

11. *Hiba Aziz, Building Official for Fairfax County, Virginia v. Alberto Gonzolo Acha*, Case No. GV21-007671 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
12. *Jay Riat, Building Official for Fairfax County, Virginia v. Victor Silva and Rocio Sarmiento*, Case No. GV21-017380 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Nhung Tuyet T. Tran*, Case No. CL-2022-0000433 (Fx. Co. Cir. Ct.) (Mason District)
14. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. William G. Ramey, Jr.*, Case No. CL-2022-0008885 (Fx. Co. Cir. Ct.) (Mason District)
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Faiz Ullah*, Case No. GV22-004391 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
16. *Jay Riat, Building Official for Fairfax County, Virginia v. David Sisson*, Case No. GV22-006734 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
17. *Jay Riat, Building Official for Fairfax County, Virginia v. Henry Wayne Huang*, Case No. GV22-006981 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. 9140 Sama Group, LLC*, Case No. GV22-007333 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
19. *Jay Riat, Building Official for Fairfax County, Virginia v. Ajen Homes Designers and Builders, LLC, Ramon Blas-Espinoza, and Coralyth Blas*, Case No. CL-2022-0008529 (Fx. Co. Cir. Ct.) (Providence District)
20. *Jack Weyant, Property Maintenance Code Official for Fairfax County, Virginia v. Martin H. Heisrath*, Case No. GV22-006713 (Fx. Co. Gen. Dist. Ct.) (Providence District)
21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Burke and Sarah J. Sorenson*, Case No. GV22-006978 (Fx. Co. Gen. Dist. Ct.) (Providence District)

22. *Jay Riat, Building Official for Fairfax County, Virginia v. Kim Dao T. Nguyen and A Di Da Charitable Buddhist Association*, Case No. CL-2022-0009400 (Fx. Co. Cir. Ct.) (Sully District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v. Susan J. Price*, Case No. GV22-004152 (Fx. Co. Gen. Dist. Ct.) (Sully District)

And in addition:

- As permitted by Virginia Code Section 2.2-3711(A)(7) and (19), consideration of the proposed Northern Virginia Law Enforcement Mutual Aid Agreement of 2022
- As permitted by Virginia Code Section 2.2-3711(A)(3), potential acquisition of real property for a public purpose in the Mount Vernon District
- As permitted by Virginia Code Section 2.2-3711(A)(1) and (7), personnel and legal discussion regarding retirement board authority

Chairman McKay seconded the motion and it carried by unanimous vote.

At 3:52 p.m., the Board reconvened in the Board Auditorium with all Members being present, and with Chairman McKay presiding.

### **ACTIONS FROM CLOSED SESSION**

49. **CERTIFICATION BY BOARD MEMBERS REGARDING ITEMS DISCUSSED IN CLOSED SESSION** (3:52 p.m.)

Supervisor Gross moved that the Board certify that, to the best of its knowledge, only public business matters lawfully exempted from open meeting requirements and only such public business matters as were identified in the motion by which closed session was convened were heard, discussed, or considered by the Board during the closed session. Chairman McKay seconded the motion and it carried by unanimous vote, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Palchik, Supervisor Smith, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE.”

50. **AUTHORIZATION TO ACQUIRE PROPERTY IN THE MOUNT VERNON DISTRICT** (3:53 p.m.)

Supervisor Storck moved that the Board grant the authority to the Director of the Land Acquisition Division to acquire property located in the Mount Vernon District in accordance with the terms and conditions discussed with the County Attorney in

Closed Session. Supervisor Smith seconded the motion and it carried by unanimous vote.

51. **AUTHORIZATION TO ENTER INTO THE NORTHERN VIRGINIA LAW ENFORCEMENT MUTUAL AID AGREEMENT OF 2022** (3:54 p.m.)

Supervisor Lusk moved that the Board authorize the County Executive and Chief of Police to enter into the Northern Virginia Law Enforcement Mutual Aid Agreement of 2022. Supervisor Gross seconded the motion and it carried by unanimous vote.

52. **AUTHORIZATION OF AGREEMENT TO TOLL STATUTE OF LIMITATIONS** (3:54 p.m.)

Supervisor Lusk moved that the Board authorize the County Attorney to agree to toll the statute of limitations associated with the claim of Ryan Posey, on behalf of Kareem Bashir, related to the incident on December 27, 2017, according to the terms and conditions outlined by the County Attorney in Closed Session. Supervisor Gross seconded the motion and it carried by unanimous vote.

NS:ns

**AGENDA ITEMS**

53. **3:30 P.M. – PUBLIC HEARING ON AF 2022-DR-00001 (AR 87-D-0002-04) (1999 LAND ACQUISITIONS LLC) TO PERMIT RENEWAL OF A PREVIOUSLY APPROVED AGRICULTURAL AND FORESTAL DISTRICT, LOCATED ON APPROXIMATELY 43.98 ACRES OF LAND (DRANESVILLE DISTRICT)** (3:56 p.m.)

(O) A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

The application property is located at 1013B Leigh Mill Road, Great Falls, 22066. Tax Map 13-4 ((1)) 47Z.

Sophia Fisher, Planner, Zoning Evaluation Division, Department of Planning and Development, gave a presentation depicting the application and site location.

Sheri Akin, Agent, McGuireWoods LLP, had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and she proceeded to present her case.

Following the public hearing, Ms. Fisher presented the staff and Planning Commission recommendations.

Supervisor Foust moved approval of Agricultural and Forestal Application AF 2022-DR-00001 and that Appendix F of the Fairfax County Code be amended to renew the Rhinehart Local Agricultural and Forestal District, subject to the ordinance provisions dated June 29, 2022. Supervisor Lusk seconded the motion and it carried by unanimous vote, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Palchik, Supervisor Smith, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE.”

54. **3:30 P.M. – PUBLIC HEARING ON PCA 84-M-016 (RZPA 2021-MA-00038) (THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA AND HOLLYBROOKE II CONDOMINIUM UNIT OWNERS ASSOCIATION) TO AMEND THE PROFFERS FOR RZ 84-M-016 PREVIOUSLY APPROVED FOR A MULTIFAMILY DWELLING TO ALLOW ASSOCIATED MODIFICATIONS TO PROFFERS AND SITE DESIGN WITH AN OVERALL DENSITY OF 22.5 DU/AC, LOCATED ON APPROXIMATELY 11.38 ACRES OF LAND (MASON DISTRICT)**  
(4:01 p.m.)

- (O) A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

The application property is located in the northeast quadrant of the intersection of Leesburg Pike and Patrick Henry Drive. Tax Maps 51-3 ((36)) inclusive.

Amila Bebek, Agent, Senior Engineer III, Capital Facilities, Building Design and Construction Division, reaffirmed the validity of the affidavit dated July 5, 2022, for the record.

Tracy Strunk, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD), formally introduced Tabatha Cole, Planner, ZED, DPD.

Ms. Cole gave a presentation depicting the application and site location.

Ms. Bebek had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and she proceeded to present her case, with input from Thomas Barnett, Deputy Director, Office to Prevent and End Homelessness.

Discussion ensued, with input from Ms. Bebek, regarding the Leadership in Energy and Environmental Design (LEED) Silver certification of the proposed property and introducing energy efficiency initiatives to meet current County building requirements.

Following the public hearing, Ms. Cole presented the staff and Planning Commission recommendations.

Following brief comments, Supervisor Gross moved that the Board approve:

- Proffered Condition Amendment Application PCA 84-M-016, subject to the proffers dated July 25, 2022
- Waivers and modifications contained in the handout distributed, dated August 2, 2022, which will be made part of the record, and are as follows:
  - Modification to the minimum setbacks to proposed property lines in favor of that shown on the Generalized Development Plan (GDP)
  - Waiver of the required loading spaces in favor of loading areas shown on the GDP
  - Waiver of the inter-parcel access connections in favor of that shown on the GDP
- Modification to the parking requirements in favor of Parking Determination 5016-PKS-001-01 pursuant to Section 6100 of the Zoning Ordinance and the parking supply shown on the development plan dated July 8, 2022

The motion was multiply seconded. Following discussion regarding improving the environmental aspects of the building, the proximity to public transit, and the importance of permanent supportive housing, the question was called on the motion and it carried by unanimous vote, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Palchik, Supervisor Smith, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE.”

55. **3:30 P.M. – PUBLIC HEARING ON SE 2021-SU-00031 (SANDSTONE CARE VIRGINIA LLC) TO PERMIT A MEDICAL CARE FACILITY, LOCATED ON APPROXIMATELY 2.87 ACRES OF LAND (SULLY DISTRICT) (4:32 p.m.)**

A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

The application property is located at 15100 Enterprise Court, Chantilly, 20151. Tax Map 33-2 ((13)) 2 and the surrounding surface parking.

Evan Pritchard, Agent, Cozen O’Connor PC, reaffirmed the validity of the affidavit dated June 14, 2022, for the record.

William O'Donnell, Planner, Zoning Evaluation Division, Department of Planning and Development, gave a presentation depicting the application and site location.

Mr. Pritchard had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and he proceeded to present his case.

Following the public hearing, Mr. O'Donnell presented the staff and Planning Commission recommendations.

Following a query by Supervisor Smith, Mr. Pritchard confirmed, for the record, that the applicant was in agreement with the proposed development conditions dated July 5, 2022.

Supervisor Smith moved that the Board approve Special Exception Application SE 2021-SU-00031, subject to the development conditions dated July 5, 2022. The motion was multiply seconded. Following a brief discussion regarding the project, the question was called on the motion and it carried by a vote of eight, Supervisor Palchik and Supervisor Walkinshaw being out of the room.

56. **3:30 P.M. – PUBLIC HEARING ON RZ 2020-MA-012 (RADLEY MANAGEMENT, LLC) TO REZONE FROM R-3, C-8, HC AND SC TO C-8, HC AND SC TO PERMIT COMMERCIAL USE WITH AN OVERALL FLOOR AREA RATIO (FAR) OF 0.17 ON TAX MAP 108, 105, AND 105A, AND 103A, LOCATED ON APPROXIMATELY 1.08 ACRES OF LAND (MASON DISTRICT)**

**AND**

**PUBLIC HEARING ON SEA 85-M-086-02 (RADLEY MANAGEMENT, LLC) TO AMEND SE 85-M-086 PREVIOUSLY APPROVED FOR VEHICLE SALES, RENTAL, AND ANCILLARY SERVICE ESTABLISHMENT TO PERMIT MODIFICATIONS TO SITE DESIGN AND DEVELOPMENT CONDITIONS AND INCREASE IN BUILDING HEIGHT AT AN FAR OF 0.17, LOCATED ON APPROXIMATELY 4.52 ACRES OF LAND (MASON DISTRICT) (4:37 p.m.)**

- (O) A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

The Rezoning Application RZ 2020-MA-012 property is located on the west side of Williams Lane approximately 200 feet north of its intersection with Center Lane. Tax Map 61-2 ((1)) 108.

The Special Exception Application SEA 85-M-086-02 property is located at 5823 Columbia Pike, 3518 and 3519 Williams Lane, Falls Church, 22041. Tax Map 61-2 ((1)) 103A, 105, 105A and 108.

Robert Brant, Agent, Walsh, Colucci, Lubeley and Walsh, P.C., reaffirmed the validity of the affidavit dated April 4, 2022, for the record.

Emma Estes, Planner, Zoning Evaluation Division, Department of Planning and Development, gave a presentation depicting the application and site location.

Mr. Brant had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and he proceeded to present his case.

Following the public hearing, Ms. Estes presented the staff and Planning Commission recommendations.

Following a query by Supervisor Gross, Mr. Brant confirmed, for the record, that the applicant was in agreement with the proposed development conditions dated August 1, 2022.

Following comments, Supervisor Gross moved that the Board approve:

- Rezoning Application RZ 2020-MA-012, subject to the proffers dated June 2, 2022
- Special Exception Application SEA 85-M-086-02, subject to the development conditions dated August 1, 2022
- Waivers and modifications contained in the handout distributed, dated August 2, 2022, which will be made part of the record, and are as follows:
  - Waiver of the transitional screening requirement along the southeast portion of Parcel 108 in favor of that shown on the Generalized Development Plan/ Special Exception (GDP/SE) Plat
  - Waiver of peripheral parking lot landscaping requirement along the eastern property line of Parcel 105, in favor of existing conditions as shown on the GDP/SE Plat
  - A reduction of the required setback of the parking garage from future Seminary Road from a minimum of 47.47 feet to 30.35 feet and from Williams Lane a

minimum of 40.4 feet to 36 feet, and 40.2 to 36 feet, as shown on the GDP/SE Plat

- A waiver of the requirement to construct roadway improvements along the Columbia Pike frontage in favor of the proposed Right of Way (ROW) Dedication

The motion was multiply seconded. Following discussion regarding the project, the question was called on the motion and it carried by a vote of nine, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Smith, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE”, Supervisor Palchik being out of the room.

57. **3:30 P.M. – PUBLIC HEARING ON RZ 2021-MA-00026 (FAIRFAX COUNTY SCHOOL BOARD) TO REZONE FROM R-3 TO R-8 TO PERMIT PUBLIC USE (SCHOOL) WITH AN OVERALL FLOOR AREA RATIO (FAR) OF 0.39, LOCATED ON APPROXIMATELY 20.95 ACRES OF LAND (MASON DISTRICT) (4:48 p.m.)**

(O) A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

The application property is located on the east side of Peace Valley Lane, approximately 1,340 feet from Leesburg Pike, Route 7. Tax Map 61-1 ((1)) 13A.

Susan Yantis, Agent, Hunton Andrews Kurth LLP, reaffirmed the validity of the affidavit dated July 21, 2022, for the record.

Supervisor Alcorn disclosed that he received a campaign contribution in excess of \$100 from:

- Karl Frisch, Fairfax County School Board

Chairman McKay disclosed that he received a campaign contribution in excess of \$100 from:

- Karl Frisch, Fairfax County School Board

Tabatha Cole, Planner, Zoning Evaluation Division, Department of Planning and Development, gave a presentation depicting the application and site location.

John C. McGranahan, Jr., Agent, Hunton Andrews Kurth, LLP, had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and he proceeded to present his case.

Discussion ensued, with input from Mr. McGranahan, regarding the proffers.

Following the public hearing, which included testimony by three speakers, Mr. McGranahan presented rebuttal, noting the increased student use of Metrobus service and pledged to work and have a dialogue with neighborhood organizations while the permitting process continues.

Ms. Cole presented the staff and Planning Commission recommendations.

Further discussion ensued, with input from Mr. McGranahan, regarding:

- Use of renewable sources in the project
- Incorporating solar and electric vehicle charging stations
- Stormwater management controls
- Composition of the proffered task force
- Student involvement in the development process

Following brief comments regarding the size of the task force, parking challenges, and space constraints, Supervisor Gross moved that the Board approve:

- Rezoning Application RZ 2021-MA-00026, subject to the proffers dated July 28, 2022
- Modification of the parking requirement for the high school in favor of a parking determination for Justice High School (154-PKS-001-1), pursuant to Section 6100 of the Zoning Ordinance and the parking supply shown on the development plan dated June 21, 2022

Chairman McKay and Supervisor Palchik jointly seconded the motion and it carried by unanimous vote, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Palchik, Supervisor Smith, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE.”

Chairman McKay and Supervisor Gross thanked the school and neighborhood community for their efforts, mentioning the difficulty of this project and the lessons learned for future community needs.

58. **3:30 P.M. – PUBLIC HEARING ON SEA 88-V-064-05 (THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY) TO AMEND SE 88-V-064 PREVIOUSLY APPROVED FOR A SPECIAL EXCEPTION FOR AN ALTERNATE USE OF A PUBLIC FACILITY TO PERMIT AN ALTERNATIVE USE OF HISTORIC BUILDINGS AND ASSOCIATED MODIFICATIONS TO SITE DESIGN AND DEVELOPMENT CONDITIONS, LOCATED ON APPROXIMATELY 22.61 ACRES OF LAND (MOUNT VERNON DISTRICT) (5:33 p.m.)**

Supervisor Storck moved to defer the public hearing on Special Exception Amendment Application SEA 88-V-064-05 until **September 13, 2022**. Supervisor Alcorn seconded the motion and it carried by a vote of eight, Supervisor Lusk and Supervisor Smith being out of the room.

**BV:bv**

59. **4 P.M. – PUBLIC HEARING ON RZ 2021-SU-00024 (INTEGRITY CAPITAL MANAGEMENT LLC) TO REZONE FROM R-1 AND WS TO PDH-2 AND WS TO PERMIT RESIDENTIAL DEVELOPMENT WITH AN OVERALL DENSITY OF 1.74 DWELLING UNITS PER ACRE (DU/AC) AND APPROVAL OF THE CONCEPTUAL DEVELOPMENT PLAN (CDP), AND WAIVER OF MINIMUM DISTRICT SIZE BELOW 2 AC, LOCATED ON APPROXIMATELY 1.72 ACRES OF LAND (SULLY DISTRICT) (5:34 p.m.)**

- (O) A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

The application property is located at 13663 Sweet Woodruff Lane, Centreville, 20120. Tax Map 54-4 ((2)) 46.

Lynne J. Strobel, Walsh, Colucci, Lubeley and Walsh, P.C., reaffirmed the validity of the affidavit dated May 11, 2022, for the record.

Emma Estes, Planner, Zoning Evaluation Division, Department of Planning and Development, gave a presentation depicting the application and site location.

Ms. Strobel had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and she proceeded to present her case.

Following the public hearing, Ms. Estes presented the staff and Planning Commission recommendations.

Supervisor Smith moved that the Board approve:

- Rezoning Application RZ 2021-SU-00024, and its associated CDP, subject to the proffers dated July 25, 2022
- A waiver of the minimum district size to allow a PDH-2 District of 1.72 acres

Supervisor Foust seconded the motion and it carried by unanimous vote, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Palchik, Supervisor Smith, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE.”

(NOTE: On July 27, 2022, the Planning Commission approved Final Development Plan Application FDP 2021-SU-00024, subject to development conditions dated June 29, 2022.)

60. **4 P.M. – PUBLIC HEARING ON RZ 2021-MV-00025 (5904 RICHMOND HIGHWAY LLC) TO REZONE FROM C-8, CRD AND HC TO C-3, CRD AND HC TO PERMIT ADDITIONS TO THE EXISTING OFFICE BUILDING TO ACCOMMODATE VETERINARY HOSPITAL USES, WITH AN OVERALL FLOOR AREA RATIO (FAR) OF 0.77 AND A WAIVER OF THE LOT WIDTH REQUIREMENT, LOCATED ON APPROXIMATELY 2.53 ACRES OF LAND (MOUNT VERNON DISTRICT) (5:40 p.m.)**

Supervisor Storck moved to defer the public hearing on Rezoning Application RZ 2021-MV-00025 until **September 13, 2022, at 3:30 p.m.** Supervisor Alcorn seconded the motion and it carried by unanimous vote.

61. **4 P.M. – PUBLIC HEARING ON PCA 82-P-069-23-01 (RZPA 2021-SP-00021) (ENCLAVE FL. CORP.) TO AMEND THE PROFFERS AND CONCEPTUAL DEVELOPMENT PLANS (CPD) FOR RZ 82-P-069 PREVIOUSLY APPROVED FOR RESIDENTIAL MIXED-USE DEVELOPMENT TO PERMIT MODIFICATIONS TO PROFFERS WITH NO CHANGES TO THE OVERALL APPROVED MIX OF USES, LOCATED ON APPROXIMATELY 13.74 ACRES OF LAND (SPRINGFIELD DISTRICT)**

**AND**

**PUBLIC HEARING ON PCA 82-P-069-24/CDPA 82-P-069-03-05 (RZPA 2021-SP-00021) (FAIR LAKES CRABHOUSE L.C.) TO AMEND THE PROFFERS AND CDP FOR RZ 82-P-069, PREVIOUSLY APPROVED FOR MIXED USES, TO PERMIT SELF-STORAGE AND ASSOCIATED MODIFICATIONS TO PROFFERS AND SITE DESIGN AT A FLOOR**

**AREA RATIO (FAR) OF 1.37, LOCATED ON APPROXIMATELY 2.12 ACRES OF LAND (SPRINGFIELD DISTRICT)**

**AND**

**PUBLIC HEARING ON PCA 82-P-069-18-02 (RZPA 2021-SP-00023) (ENCLAVE FL. CORP) TO AMEND THE PROFFERS FOR RZ 82-P-069 PREVIOUSLY APPROVED FOR MIXED USE TO PERMIT MODIFICATIONS TO PROFFERS WITH NO CHANGES TO THE OVERALL APPROVED MIX OF USES, LOCATED ON APPROXIMATELY 13.96 ACRES OF LAND (SPRINGFIELD DISTRICT)**

**AND**

**PUBLIC HEARING ON PCA 82-P-069-17-02 (RZPA 2021-SP-00024) (ENCLAVE FL. CORP.) TO AMEND THE PROFFERS FOR RZ 82-P-069 PREVIOUSLY APPROVED FOR MIXED USE TO PERMIT MODIFICATIONS TO PROFFERS WITH NO CHANGES TO THE OVERALL APPROVED MIX OF USES, LOCATED ON APPROXIMATELY 5.59 ACRES OF LAND (SPRINGFIELD DISTRICT)**

(5:40 p.m.)

- (O) A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

The Proffered Condition Amendment Application PCA 82-P-069-23-01 property is located on the northeast quadrant of the intersection of Fairfax County Parkway and Fair Lakes Parkway. Tax Map 45-4 ((21)) A1.

The Proffered Condition Amendment Application PCA 82-P-069-24/CDPA 82 P-069-03-05 property is located approximately 165 feet from the intersection of Shoppes Lane and Fair Lakes Parkway. Tax Map 45-4 ((11)) 7C1; 55-2 ((5)) A2.

The Proffered Condition Amendment Application PCA 82-P-069-18-02 property is located approximately 450 feet southwest of the west intersection of Fair Lakes Parkway and Fair Lakes Circle. Tax Map 55-2 ((4)), 12, 16, 19 and 26A.

The Proffered Condition Amendment Application PCA 82-P-069-17-02 property is located approximately 450 feet southwest of the west intersection of Fair Lakes Parkway and Fair Lakes Circle. Tax Map 55-2 ((1)) 6A and 8A2.

Susan Yantis, Agent, Hunton Andrews Kurth LLP, reaffirmed the validity of the affidavit dated July 21, 2022, for the record.

Supervisor Herrity disclosed that he received a campaign contribution in excess of \$100 from:

- John M. Peterson

Emma Estes, Planner, Zoning Evaluation Division, Department of Planning and Development, gave a presentation depicting the application and site location.

John C. McGranahan, Jr., Agent, Hunton Andrews Kurth, LLP, had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and proceeded to present his case.

Following the public hearing, Ms. Estes presented the staff and Planning Commission recommendations.

Supervisor Herrity moved that the Board approve:

- Proffered Condition Amendment Application PCA 82-P-069-23-01, subject to the proffers dated April 4, 2022
- Proffered Condition Amendment Application PCA 82-P-069-24, and the associated Conceptual Development Plan Amendment, subject to the proffers dated June 16, 2022
- Proffered Condition Amendment Application PCA 82-P-069-17-02, subject to the proffers dated April 4, 2022
- Proffered Condition Amendment Application PCA 82-P-069-18-02, subject to the proffers dated April 4, 2022
- Reaffirmation of the waivers and modifications for PCA 82-P-069-23, PCA 82-P-069-17, and PCA 82-P-069-18, and approve the new waiver request for PCA 82-P-069-24, as contained in the handout distributed, dated August 2, 2022, which will be made part of the record, and are as follows:
  - Waiver to permit the maximum length of a private street to exceed 600 feet
  - Modification of minimum 200 square-foot privacy yard for each single family attached dwelling in Land Bay VI-A
  - Modification of the Zoning Ordinance to allow residential gross floor area (GFA) of dwellings as a

secondary use to exceed 50 percent of the GFA of principal uses in Fair Lakes

- Modification of transitional screening and a waiver of the barrier requirements between the residential and continuing care facility or residential and independent living facility
- Waiver of barrier requirements between the residential and continuing care facility or residential and independent living facility
- New waiver request for PCA 82-P-069-24 – Modification of the loading space requirement in favor of the loading shown on the CDPA/FDPA

Supervisor Lusk seconded the motion. Following a brief discussion regarding the motion, the question was called on the motion and it carried by unanimous vote, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Palchik, Supervisor Smith, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE.”

(NOTE: On July 20, 2022, the Planning Commission approved Final Development Plan Amendment Application FDPA 82-P-069-01-20, subject to the Board’s approval of the concurrent proffered condition amendment application and the proposed development conditions dated July 18, 2022. The Planning Commission also approved Final Development Plan Amendment Application FDPA 82-P-069-07-08, subject to the Board’s approval of the concurrent proffered condition amendment application and the proposed development conditions dated July 18, 2022.)

62. **4 P.M – PUBLIC HEARING ON PCA 93-H-004-02/CDPA 93-H-004 (WS-ADW OWNER LLC) TO AMEND THE PROFFERS AND CONCEPTUAL DEVELOPMENT PLAN DEVELOPMENT PLAN FOR RZ 93-H-004, PREVIOUSLY APPROVED FOR OFFICE AT A 0.62 FLOOR AREA RATIO (FAR) TO ADD A MIXED USE OPTION FOR RESIDENTIAL DEVELOPMENT UP TO A 0.50 FAR AND ASSOCIATED MODIFICATIONS TO PROFFERS AND SITE DESIGN, LOCATED ON APPROXIMATELY 28.29 ACRES OF LAND (HUNTER MILL DISTRICT)**  
(5:49 p.m.)

- (O) A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

The application property is located on the north side of Sunset Hills Road, south and west sides of American Dream Way. Tax Map 17-4 ((1)) 35D and 36B.

Scott Adams, McGuire Woods LLP, reaffirmed the validity of the affidavit dated July 13, 2022, for the record.

Katie Quinn, Planner, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD), gave a presentation depicting the application and site location.

Mr. Adams had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and he proceeded to present his case.

Discussion ensued, with input from Ms. Quinn, regarding concerns raised by staff regarding the environmental quality corridor, the parking rate, and the length of the driveways.

Following the public hearing, which included testimony by four speakers, Mr. Adams presented rebuttal.

Discussion ensued, with input from Mr. Adams, Ms. Quinn, and Tracy Strunk, Director, ZED, DPD, regarding the:

- PDC waiver
- Restricted gated access
- Proffers
- Waiver on the privacy yard
- Rooftop decks – the impact on ADU's and WDU's

Ms. Quinn presented the staff and Planning Commission recommendations.

Following comments regarding the site history, Supervisor Alcorn moved that the Board approve:

- Proffered Condition Amendment Application PCA 93-H-004-02, subject to the proffers dated July 21, 2022
- Conceptual Development Plan Amendment Application CDPA 93-H-004
- Waivers and modifications contained in the handout distributed, dated August 2, 2022, which will be made part of the record, and are as follows:

- Waiver of subsection 2105.4.B(2) to allow for a privacy yard less than 200 square feet
- Modification of subsection 2105.4(C)1(a)1 to permit the gross floor area of residential uses to exceed 50 percent of the gross floor area of principal uses (office)
- Modification of subsection 5100.2.C(5) to allow a parapet wall, cornice, or similar projection to exceed the height limit established by more than three feet but not more than 12 feet for office uses and not more than 3.5 feet for residential uses
- Modification of subsection 5107.3.A(2) to allow private streets less than 24 feet in width
- Waiver of subsection 5107.3.A(3) to allow private streets in excess of 600 feet in length
- Waiver of subsection 5108.5.A(1)(a) for interior parking lot landscaping of above grade parking structures, interim surface parking lots during construction, and parallel parking on private streets, as demonstrated on the Conceptual Development Plan Amendment/Final Development Plan Amendment (CDPA/FDPA)
- Waiver of subsection 5108.5.B(1) and 5108.5.B(2) for peripheral landscaping of above-grade parking structures, interim surface parking lots during construction, and parallel parking on private streets, as demonstrated on the CDPA/FDPA
- Modification of subsection 5108.6(A)(1) for transitional screening and barriers in favor of that demonstrated on the CDPA/FDPA
- Modification of subsection 6100.4 to permit tandem parking spaces to count towards minimum parking requirements for the stacked townhome units
- Waiver of subsection 6101.3 to omit loading space requirements for the stacked townhome units
- Waiver of subsection 8100.7.E(2) requiring construction of the stream valley trail, and on-street

bike lanes and a trail along Sunset Hills Road in favor of the onsite trail network and right-of-way dedication along Sunset Hills Roads, as demonstrated on the CDPA/FDPA

- Waiver of subsection 8100.7.E(3) requiring additional inter-parcel access to adjoining parcels
- Modification of subsection 8100.7.E(4) to not require further dedication, construction, or widening of existing roads beyond that which is indicated on the CDPA/FDPA and proffers

Supervisor Lusk seconded the motion. Following a brief discussion regarding the motion, the question was called on the motion and it carried by a vote of nine, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Palchik, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE,” Supervisor Smith voting “NAY.”

(NOTE: On June 29, 2022, the Planning Commission approved Final Development Plan Amendment Application FDPA 93-H-004-02-01, subject to the development conditions dated June 10, 2022.)

63. **4 P.M. – PUBLIC HEARING ON SE 2021-SP-00023 (CLEMENTINE TWIN LAKES, LLC D.B.A. CLEMENTINE FAIRFAX) TO PERMIT A CONGREGATE LIVING FACILITY, LOCATED ON APPROXIMATELY 217,821 SQUARE FEET OF LAND (SPRINGFIELD DISTRICT) (6:58 p.m.)**

A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

The application property is located at 11329 Henderson Road, Fairfax Station, 22039. Tax Map 95- 2 ((5)) 9A.

John W. Farrell, McCandlish and Lillard, reaffirmed the validity of the affidavit dated April 20, 2022, for the record.

William O’Donnell, Planner, Zoning Evaluation Division, Department of Planning and Development, gave a presentation depicting the application and site location.

Mr. Farrell had filed the necessary notices showing that at least 25 adjacent and/or interested parties had been notified of the date and hour of this public hearing and he proceeded to present his case.

Following the public hearing, which included testimony by one speaker, Mr. Farrell presented rebuttal.

Discussion ensued, with input from Mr. Farrell, regarding the development conditions.

Mr. O'Donnell presented the staff and Planning Commission recommendations.

Following a query by Supervisor Herrity, Mr. Farrell confirmed, for the record, that the applicant was in agreement with the proposed development conditions dated May 10, 2022.

Supervisor Herrity moved that the Board approve:

- Special Exception Application SE 2021-SP-00023, subject to the development conditions dated May 10, 2022
- Waivers and modifications contained in the handout distributed, dated August 2, 2022, which will be made part of the record, and are as follows:
  - Waiver of the loading space requirement
  - Modification of the transitional screening requirements along all property boundaries in favor of the existing vegetation as shown on the SE Plat
  - Waiver of the barrier requirement along all property boundaries in favor of the existing vegetation as shown on the SE Plat
  - Waiver of the trail requirements along the frontage of the property

Supervisor Lusk seconded the motion. Following discussion regarding the motion, the question was called on the motion and it carried by unanimous vote.

64. **4:30 P.M. – PUBLIC HEARING ON CHAPTER 62 OF THE CODE OF THE COUNTY OF FAIRFAX, PROPOSED AMENDMENTS** (7:15 p.m.)

A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public hearing was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

John Walser, Deputy Chief, Fire and Rescue, presented the staff report.

Discussion ensued, with input from Deputy Chief Walser; Elizabeth Teare, County Attorney; and Patrick Foltz, Assistant County Attorney, regarding:

- Safety provisions for food trucks with propane tanks
- Multi-family unit framing material
- Provisions for the marking of fire lanes near single-family dwellings

Following the public hearing, Deputy Chief Walser presented the staff recommendation.

Following a query to Jill Cooper, Clerk for the Board, Chairman McKay relinquished the Chair to Vice-Chairman Gross and moved that the Board defer decision only on proposed amendments to the Code of the County of Fairfax, Chapter 62, until **September 13, 2022**. Supervisor Lusk seconded the motion and it carried by unanimous vote, Supervisor Alcorn, Supervisor Foust, Supervisor Gross, Supervisor Herrity, Supervisor Lusk, Supervisor Palchik, Supervisor Smith, Supervisor Storck, Supervisor Walkinshaw, and Chairman McKay voting “AYE.”

Vice-Chairman Gross returned the gavel to Chairman McKay.

65. **4:30 P.M. – PUBLIC COMMENT FROM FAIRFAX COUNTY CITIZENS AND BUSINESSES ON ISSUES OF CONCERN** (7:45 p.m.)

A Certificate of Publication was filed from the editor of the *Washington Times* showing that notice of said public comment was duly advertised in that newspaper in the issues of July 15 and July 22, 2022.

Chairman McKay announced the rules associated with public comment: The Board will hear public comment on any issue, except issues under litigation; issues that have been scheduled for public hearing before the Board; personnel matters and/or comments regarding specific individuals. Speakers must register in advance, and each speaker is given three minutes for his or her remarks. A maximum of ten speakers may address the Board during any public comment period and speakers may address the Board once during a six-month period.

Public comment was held and included the following individuals:

- Samuel Ressin – Regarding the Covid Mask Mandate
- Louis Blount – Regarding the Noise Ordinance
- Charles McAndrew – Regarding Metro and Transportation Concerns

66. **BOARD ADJOURNMENT** (7:59 p.m.)

At 7:59 p.m. the Board adjourned.

# **Tab U:**

Acknowledgement by Tenant of the availability of Renter  
Education provided by Virginia Housing



## Virginia Housing Free Housing Education Acknowledgement

I \_\_\_\_\_, have read, understand, and acknowledge, I have been presented information regarding the Virginia Housing free renter education to tenants.

I understand that it is my responsibility to review the website link provided here

[www.virginiahousing.com/renters](http://www.virginiahousing.com/renters).

By signing below, I acknowledge that I have read, and understand the terms of all items contained in this form.

Resident Name: \_\_\_\_\_

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **Tab V:**

Nonprofit or LHA Purchase Option or Right of First  
Refusal

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Klein Hornig LLP  
1325 G Street NW, Suite 770  
Washington, DC 20005  
Attn: Erik T. Hoffman

## **RIGHT OF FIRST REFUSAL AGREEMENT**

### **(Somos Phase B-9)**

THIS RIGHT OF FIRST REFUSAL AGREEMENT (the “Agreement”) dated as of March 14, 2023 by and among Somos Phase B-9, LLC, a Virginia limited liability company (the “Owner” or the “Company”), Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (the “Grantee”) and is consented to by Somos Phase B-9 MM, LLC, a Virginia limited liability company (the “Managing Member”), [INVESTOR ENTITY], a [ ] limited liability company (the “Investor Member”) and [ ] **SPECIAL LIMITED PARTNER, L.L.C.**, a [ ] [ ] limited liability company (the “Special Member”). The Managing Member, the Investor Member and the Special Member are sometimes collectively referred to herein as the “Consenting Members”. The Investor Member and Special Member are sometimes collectively referred to herein as the “Non-Managing Members”. This Agreement shall be fully binding upon and inure to the benefit of the parties and their successors and assigns to the foregoing.

### Recitals

A. The Owner, pursuant to its Operating Agreement dated on or about the date hereof by and among the Consenting Members (the “Operating Agreement”), is engaged in the ownership and operation of a 102-unit apartment project for families located in Fairfax, Virginia and commonly known as “Somos Phase B-9” (the “Project”). The real property comprising the Project is legally defined on **Exhibit A**.

B. The Grantee is the fee simple owner of the real property comprising the Project and is instrumental to the development and operation of the Project; and

C. The Owner desires to give, grant, bargain, sell and convey to the Grantees certain rights of first refusal to purchase the Project on the terms and conditions set forth herein;

D. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Operating Agreement.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties hereby agree as follows:

Section 1. Right of First Refusal

The Owner hereby grants to the Grantee a right of first refusal (the “Refusal Right”) to purchase the real estate, fixtures, and personal property comprising the Project or associated with the physical operation thereof and owned by the Company at the time (the “Property”), for the price and subject to the other terms and conditions set forth below. The Property will include any reserves of the Company that is required by Virginia Housing (or the “Credit Authority”) or any lender of a loan being assumed in connection with the exercise of the Refusal Right to remain with the Project.

Section 2. Exercise of Refusal Right; Purchase Price

A. After the end of the Compliance Period, the Company agrees that it will not sell the Property or any portion thereof to any Person without first offering the Property to the Grantee (the “Refusal Right”), for the Purchase Price (as defined in Section 3); *provided, however*, that such Refusal Right shall be conditioned upon the receipt by the Company of a “bona fide offer” (the acceptance or rejection of which shall not require the Consent of the Members). The Company shall give the notice of its receipt of such offer (the “Offer Notice”) and shall deliver a copy of the Offer Notice to the Grantee. Upon receipt by the Grantee of the Offer Notice, the Grantee shall have 90 days to deliver to Company a written notice of its intent to exercise the Refusal Right (the “Election Notice”). An offer made with the purchase price and basic terms of the proposed sale from a third party shall constitute a “bona fide offer” for purposes of this Agreement. Such offer (i) may be solicited by the Grantee or the Managing Member (with such solicitation permitted to begin at any time following the end of the fourteenth (14<sup>th</sup>) year of the Compliance Period provided that the Election Notice may not be sent until the end of the Compliance Period) and (ii) may contain customary due diligence, financing, and other contingencies. Notwithstanding anything to the contrary herein, a sale of the Project pursuant to the Refusal Right shall not require the Consent of the Non-Managing Members or of Virginia Housing.

B. If the Grantee fails to deliver the Election Notice within ninety (90) days of receipt of the Offer Notice, or if such Election Notice is delivered but the Grantee does not consummate the purchase of the Project within 270 days from the date of delivery of the Election Notice (each, individually, a “Terminating Event”), then its Refusal Right shall terminate and the Company shall be permitted to sell the Property free of the Refusal Right.

Section 3. Purchase Price; Closing

A. The purchase price for the Property pursuant to the Refusal Right (the “Purchase Price”) shall equal the sum of (i) the principal amount of all outstanding indebtedness secured by the Project, and any accrued interest on any of such debts and (ii) all federal, State, and local taxes attributable to such sale, including those incurred or to be incurred by the partners or members of the Non-Managing Members. Notwithstanding the foregoing, however, the Purchase Price shall never be less than the amount of the “minimum purchase price” as defined in Section 42(i)(7)(B) of the Code. The Refusal Right granted hereunder is intended to satisfy the requirements of Section 42(i)(7) of the Code and shall be interpreted consistently therewith. In computing such price, it shall be assumed that each of the Non-Managing Members of the Owner (or their constituent

partners or members) has an effective combined federal, state and local income tax rate equal to the maximum of such rates in effect on the date of Closing.

B. All costs of the Grantee's purchase of the Property pursuant to the Refusal Right, including any filing fees, shall be paid by Grantee.

C. The Purchase Price shall be paid at Closing in one of the following methods:

(i) the payment of all cash or immediately available funds at Closing,  
or

(ii) the assumption of any assumable Loans if Grantee has obtained the consent of the lenders to the assumption of such Loans, which consent shall be secured at the sole cost and expense of Grantee; provided, however, that any Purchase Price balance remaining after the assumption of the Loans shall be paid by Grantee in immediately available funds.

#### Section 4. Conditions Precedent; Termination

A. Notwithstanding anything in this Agreement to the contrary, the right of the Grantee to exercise the Refusal Right and consummate any purchase pursuant thereto is contingent on each of the following being true and correct at the time of exercise of the Refusal Right and any purchase pursuant thereto:

(i) the Grantee or its assignee shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary"); and

(ii) the Project continues to be a "qualified low-income housing project" within the meaning of Section 42 of the Code.

B. This Agreement shall automatically terminate upon the occurrence of any of the following events and, if terminated, shall not be reinstated unless such reinstatement is agreed to in a writing signed by the Grantee and each of the Consenting Members:

(i) the transfer of the Property to a lender in total or partial satisfaction of any loan; or

(ii) any transfer or attempted transfer of all or any part of the Refusal Right by the Grantee, whether by operation of law or otherwise, except as otherwise permitted under Section 7 of this Agreement; or

(iii) the Project ceases to be a "qualified low-income housing project" within the meaning of Section 42 of the Code, or

(iv) the Grantee fails to deliver its Election Notice or consummate the purchase of the Property within the timeframes set forth in Section 2 above.

Section 5. Contract and Closing

Upon determination of the purchase price, the Owner and the Grantee shall enter into a written contract for the purchase and sale of the Property in accordance with the terms of this Agreement and containing such other terms and conditions as are standard and customary for similar commercial transactions in the geographic area which the Property is located, providing for a closing (the "Closing") to occur in the County of Fairfax, Virginia not later than the timeframes set forth in Section 2. In the absence of any such contract, this Agreement shall be specifically enforceable upon the exercise of the Refusal Right.

Section 6. Conveyance and Condition of the Property

The Owner's right, title and interest in the Property shall be conveyed by quitclaim deed, subject to such liens, encumbrances and parties in possession as shall exist as of the date of Closing. The Grantee shall accept the Property "AS IS, WHERE IS" and "WITH ALL FAULTS AND DEFECTS," latent or otherwise, without any warranty or representation as to the condition thereof whatsoever, including without limitation, without any warranty as to fitness for a particular purpose, habitability, or otherwise and no indemnity for hazardous waste or other conditions with respect to the Property will be provided. It is a condition to Closing that all amounts due to the Owner and the Investor Member from the Grantee or its Affiliates be paid in full. The Grantee shall pay all closing costs, including, without limitation, the Owner's attorney's fees. Upon closing, the Owner shall deliver to the Grantee, along with the deed to the property, an ALTA owner's title insurance policy dated as of the close of escrow in the amount of the purchase price, subject to the liens, encumbrances and other exceptions then affecting the title.

Section 7. Transfer

The Refusal Right shall not be transferred to any Person without the Consent of the Investor Member, except that the Grantee may assign all or any of its rights under this Agreement to an Affiliate of Grantee (a "Permitted Assignee") at the election and direction of the Grantee or to any assignee that shall be a "qualified nonprofit organization" as defined in Section 42(h)(5)(C) of the Code or another qualified purchaser described in Section 42(i)(7)(A) of the Code (collectively, each, a "Qualified Beneficiary").

In the case of any transfer of the Refusal Right (i) all conditions and restrictions applicable to the exercise of the Refusal Right or the purchase of the Property pursuant thereto shall also apply to such transferee, and (ii) such transferee shall be disqualified from the exercise of any rights hereunder at all times during which Grantee would have been ineligible to exercise such rights hereunder had it not effected such transfer.

Section 8. Rights Subordinate; Priority of Requirements of Section 42 of the Code

This Agreement is subordinate in all respects to any regulatory agreements and to the terms and conditions of the Mortgage Loans encumbering the Property. In addition, it is the intention of the parties that nothing in this Agreement be construed to affect the Owner's status as owner of the Property for federal income tax purposes prior to exercise of the Refusal Right granted hereunder. Accordingly, notwithstanding anything to the contrary contained herein, both the grant and the exercise of the Refusal Right shall be subject in all respects to all applicable provisions of

Section 42 of the Code, including, in particular, Section 42(i)(7). In the event of a conflict between the provisions contained in this Agreement and Section 42 of the Code, the provisions of Section 42 shall control.

Section 9. Option to Purchase

A. The parties hereto agree that if the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant an “option to purchase” pursuant to Section 42(i)(7) of the Code as opposed to a “right of first refusal” without adversely affecting the status of such owner as owner of its project for federal income tax purposes, then the parties shall amend this Agreement and the Owner shall grant the Grantee an option to purchase the Property at the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

B. If the Service hereafter issues public authority to permit the owner of a low-income housing tax credit project to grant a “right of first refusal to purchase partner interests” and/or “purchase option to purchase partner interests” pursuant to Section 42(i)(7) of the Code (or other applicable provision) as opposed to a “right of first refusal to purchase the Project” without adversely affecting the status of such owner as owner of its project for federal income tax purposes (or the status of the Investor Member as a partner of the Company for federal income tax purposes) then the parties shall amend this Agreement and the Investor Members shall provide a right of first refusal and/or purchase option, as the case may be, to acquire their Interests for the Purchase Price provided in Section 3 hereof and that meets the requirements of Code Section 42(i)(7).

Section 10. Notice

Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been given and received (i) two (2) business days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one (1) business day after being delivered to a nationally recognized overnight delivery service, (iii) on the day sent by telecopier or other facsimile transmission, answer back requested, or (iv) on the day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other party:

(i) If to the Owner, at the principal office of the Company set forth in the Company’s Articles of Organization;

(ii) If to a Consenting Member, at the principal office of the Company set forth in the Company’s Articles of Organization;

(iii) If to the Grantee, at its principal office located at 3700 Pender Drive, Fairfax, Virginia 22030 ; and

Section 11. Severability of Provisions

Each provision of this Agreement shall be considered severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is

determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

Section 12. Binding Provisions

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided to the contrary in this Agreement.

Section 13. Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

Section 14. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to principles of conflicts of law. Notwithstanding the foregoing, Company, Investor Member and Grantee do not intend the Refusal Right in this Agreement to be a common law right of first refusal but rather intend it to be understood and interpreted as a mechanism authorized by Section 42 of the Code to allow non-profit entities to preserve affordable housing for low-income families in accordance with Grantee's charitable objectives.

Section 15. Headings

All headings in this Agreement are for convenience of reference only. Masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.

Section 16. Amendments

This Agreement shall not be amended except by written agreement between Grantee and the Owner with the consent of each of the Consenting Members and Virginia Housing.

Section 17. Time

Time is of the essence with respect to this Agreement, and all provisions relating thereto shall be so construed.

Section 18. Legal Fees

Except as otherwise provided herein, in the event that legal proceedings are commenced by the Owner against the Grantee or by the Grantee against the Owner in connection with this Agreement or the transactions contemplated hereby, the prevailing party shall be entitled to recover all reasonable attorney's fees and expenses.

Section 19. Subordination

This Agreement is and shall remain automatically subject and subordinate to any bona fide mortgage to (or assigned to) an institutional or governmental lender with respect to the Project and, in the event of a foreclosure of any such mortgage, or of the giving of a deed in lieu of foreclosure to any such mortgagee, this Agreement shall become void and shall be of no further force or effect.

Section 20. Rule Against Perpetuities Savings Clause

The term of this Agreement will be ninety years commencing on the date first written above unless sooner terminated pursuant to the provisions hereof. If any provision of this Agreement is construed as violating and applicable "Rule Against Perpetuities" by statute or common law, such provision will be deemed to remain in effect only until the death of the last survivor of the now living descendants of any member of the 116th Congress of the United States, plus twenty-one (21) years thereafter. This Agreement and the Refusal Right herein granted are covenants running with the land and the terms and provisions hereof will be binding upon, inure to the benefits of and be enforceable by the parties hereto and their respective successors and assigns.

Section 21. Third Party Beneficiary; Virginia Housing Rights and Powers

The Virginia Housing Development Authority ("Virginia Housing") shall be a third party beneficiary to this Agreement, and the benefits of all of the covenants and restrictions hereof shall inure to the benefit of Virginia Housing, including the right, in addition to all other remedies provided by law or in equity, to apply to any court of competent jurisdiction within the Commonwealth of Virginia to enforce specific performance by the parties or to obtain an injunction against any violations hereof, or to obtain such other relief as may be appropriate. The Authority and its agents shall have those rights and powers with respect to the Project as set forth in the Act and the Virginia Housing Rules and Regulations promulgated thereunder, including without limitation, those rights and powers set forth in Chapter 1.2 of Title 365 of the Code of Virginia (1950), as amended, and 13VAC10-180-10 et seq., as amended.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]





The undersigned hereby consents to the foregoing Right of First Refusal Agreement as of the date first set forth hereinabove.

**MANAGING MEMBER:**

**SOMOS PHASE B-9 MM, LLC,**  
a Virginia limited liability company

By: SCG Development Partners, LLC,  
its managing member

By: SCG Development Manager, LLC,  
its managing member

By: SCG Capital Corp.,  
its sole member

By:   
Name: Stephen P. Wilson  
Title: President – Virginia Office

COMMONWEALTH OF VIRGINIA )

CITY/COUNTY OF Fairfax )

On March 8, 2023 before me, the undersigned, a notary public in and for said state, personally appeared Stephen P. Wilson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the President-Virginia Office of SCG Capital Corp., a Delaware corporation, sole member of SCG Development Manager, LLC, a Delaware limited liability company, managing member of SCG Development Partners, LLC, a Delaware limited liability company, managing member of Somos Phase B-9 MM, LLC, a Virginia limited liability company, and that by his signature on the instrument, the entity, individual or the person on behalf of which the individual acted, executed the instrument.

Notary Public: 

Commission expires: 3/31/2025

Registration No.: 7965557

Christa L. Baker  
NOTARY PUBLIC  
REG. #7965557  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES March 31, 2025





# EXHIBIT A TO OPTION TO LEASE

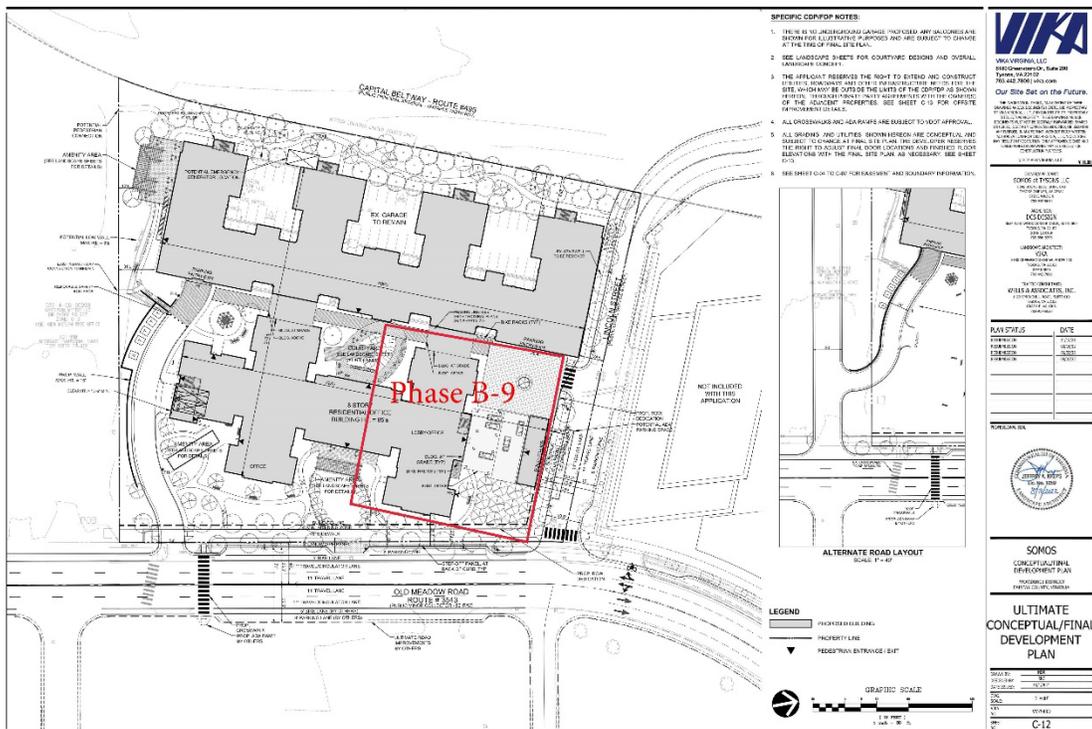
## Description of the Premises

The approximately 1.060-acre area designated as Phase B-9 on the Development Plan below, that is part of the real property more particularly described as:

ALL THAT CERTAIN lot or parcel of land situate and lying in Fairfax County, Virginia, and more particularly described as follows:

Lot 100, Section 1 of the Subdivision of Westgate Research Park, as the same is duly dedicated, platted and recorded in Deed Book 2782 at Page 615, among the land records of Fairfax County, Virginia.

And Being the same property being conveyed by Deed dated August 10, 2018, recorded August 10, 2018, in Deed Book 25506 at Page 1247.



# **Tab W:**

Internet Safety Plan and Resident Information Form (if internet amenities selected)

# INTERNET USE AGREEMENT

DRAFT

THIS INTERNET USE AGREEMENT represents the complete agreement and understanding between Somos Phase B-9, LLC, and the tenant, for the use of internet access service provided by Somos Phase B-9, LLC ("Service"). Tenant's use of Service shall constitute tenant's acceptance of the terms and conditions of this agreement including the Internet Operating Policies. Upon notice published on-line via the Somos Phase B-9, LLC web site, Somos Phase B-9, LLC may modify these terms and conditions, and amplify them, as well as discontinue or change the services offered. Tenant's use of Service after modification shall constitute tenant's acceptance of the modifications.

#### TERMS AND CONDITIONS

**PROVISION OF SERVICES.** The Service is a service whereby a tenant may gain direct high-speed access to the Internet via Wi-Fi, where provided.

**SERVICE RATES AND CHARGES.** The Service is provided free of charge as a convenience to the tenant and is not provided as a service with economic value.

**LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES.** Your use of the Service is at your own risk. Neither Somos Phase B-9, LLC nor any of its underlying service providers, information providers, licensors, employees, or agents, warrant that the Service will be uninterrupted or error free; nor does Somos Phase B-9, LLC or any of its underlying service providers, information providers, licensors, employees, or agents, make any warranty as to the results to be obtained from the use of the Service. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS USE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER LOOKING GLASS APARTMENTS, LLP NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD ARROWBROOK CENTRE

APARTMENTS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM SOMOS PHASE B-9, LLC MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

You assume total responsibility and risk for your use of the service and the Internet. SOMOS PHASE B-9, LLC DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE

SERVICE OR ON THE INTERNET GENERALLY, AND SOMOS PHASE B-9, LLC SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER

DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise, and other information provided through the service or on the Internet generally. Somos Phase B-9, LLC does not warrant that the service will be uninterrupted or error-free or that defects in the service will be corrected.

You understand further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. You access such materials at your own risk. Somos Phase B-9, LLC has no control over and accepts no responsibility whatsoever for such materials.

Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for Somos Phase B-9, LLC to use commercially reasonable efforts to effectuate an adjustment or repair of the Service.

INDEMNIFICATION BY USER. You shall indemnify and hold harmless Somos Phase B-9, LLC and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits proceedings, losses, damages, costs, and expenses, including reasonable attorney fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

OTHER RESPONSIBILITIES OF USER. You agree that you will be responsible for all usage of the Service and any other services accessed through the Service whether or not authorized by you. You agree to pay any applicable fees or charges by any applicable due date, and to pay any interest or late fees incurred for late payment of the required fees. You agree not to transmit or publish on or over the Service any information, software or other content which violates or infringes upon the rights of any others or to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity which is prohibited by law. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge that you are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain materials that are unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by any minors whom you permit to use the Service. You agree to perform independent backup of data stored on your computer as Somos Phase B-9, LLC is not responsible for personal files residing on your computer.

TERM. This agreement for the use of the Service will be in effect from the date your completed registration is accepted by Somos Phase B-9, LLC or the time you first access the Service whichever comes first. This agreement and your use of the Service may be terminated by either you or Somos Phase B-9, LLC at any time by written notice to the other, or by Somos Phase B-9, LLC at any time with or without notice for your non-payment, other default, or violation of any terms of this Internet Use Agreement or Internet Operating Policy. The provisions of paragraph 4.0 and all other obligations of and

restrictions on you and any user of your Service shall survive any termination of this Internet Use Agreement and Internet Operating Policy.

MISCELLANEOUS. This Internet Use Agreement and Internet Operating Policy shall be governed and construed in accordance with the laws of the State of Virginia applicable to agreements made and to be performed in Virginia. You agree that any legal action or proceeding between Somos Phase B-9, LLC and you for any purpose concerning these agreements or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Virginia. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Somos Phase B-9, LLC's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be constructed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Somos Phase B-9, LLC may assign its rights and duties under this Agreement to any party at any time without notice to you.

SERVICE IS PROVIDED ON THE FOLLOWING TERMS:

1. Somos Phase B-9, LLC is not responsible for the provision, performance, and support of your PC. Somos Phase B-9, LLC provides support for Service only to the Wi-Fi system. Support for your PC and any connecting Ethernet cables or any other devices to the wall jack is your responsibility.
2. You are solely responsible for keeping your computer secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of the Service, and that of third parties connected to its networks. You are solely responsible for guarding against and repairing your computer and other systems from any infection by malicious code or unauthorized use.
3. Somos Phase B-9, LLC cannot guarantee security and it is essential that you make use of a personal firewall, and anti-virus software due to the "always-on" nature of the Service. In addition, Somos Phase B-9, LLC strongly recommends you add further security protection by obtaining current updates to your application software.
4. You may not use the Service in any way which, in Somos Phase B-9, LLC's sole opinion, is, or is likely to be, detrimental to the provision of the Service to any other Somos Phase B-9, LLC tenant. This includes, but is not limited to, running any application or program that places excessive bandwidth demands on the Service. If Somos Phase B-9, LLC determines you are using excessive bandwidth, at our discretion we may reduce the bandwidth available, or temporarily suspend or permanently disconnect the Service (with or without notification). Somos Phase B-9, LLC automatically blocks file sharing usage.
5. Occasionally, we may need to temporarily suspend the Service for repairs or planned maintenance and upgrades. Where this occurs, we will give you as much notice as is reasonably possible under existing circumstances.
6. We cannot guarantee that the Service will never be faulty, however we will respond to all reported faults as soon as is reasonably possible.
7. Somos Phase B-9, LLC reserves the right to email Service announcements to you as part of the Service. It is the tenant's responsibility to notify the office of a change of email address.
8. You may not use the facilities and capabilities of the Service to conduct any activity or solicit the performance of any illegal or criminal activity.

# INTERNET SECURITY PLAN

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## Somos Phase B-9, LLC DRAFT

### Internet Security Plan

Secure wireless networks at Somos Phase B-9, LLC will provide our residents with a safe and convenient way to have internet access within their apartment homes and in certain common areas throughout the property.

Security is the foundation of every successful Wi-Fi network. Keeping our residents and the property secure will be a top priority for Somos Phase B-9, LLC. Somos Phase B-9, LLC will hire a third-party service provider to monitor and maintain the resident Wi-Fi system.

Security infrastructure will need to control where our residents can go on the network and what they can do on the network. Somos Phase B-9, LLC and their third-party service provider will install:

1. Firewall protections. The Firewall will include integrated security features, including anti-virus protection, spam filtering, DPI, and application filtering. The Firewall will be able to see which devices and applications are being used on the network. The Firewall can scan applications for security threats and only allow approved applications to be used on the network.
2. Intrusion Detection System (IDS). An intrusion detection system monitors the network for malicious activity or policy violations. Any malicious activity or violation is typically reported either to the third-party administrator or collected centrally using a security information and event management system.
3. Resident Profiles. Each resident will be required to complete a unique profile to allow Somos Phase B-9, LLC and the third-party service provider to know who is using the Wi-Fi, devices using the Wi-Fi, and potential tampering with the Wi-Fi services.
4. All residents will be required to sign an Internet Service Use Agreement and will receive Internet Education Training from Somos Phase B-9, LLC and the third-party service provider.

9. You may not send proactively, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights.
10. You may not do anything which is contrary to the acceptable use policies of any connected networks and Internet standards.
11. You may not post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.
12. You may not hack into any aspect of the Service.
13. You may not circumvent, or attempt to seek to circumvent, any of the security safeguards of Somos Phase B-9, LLC or any of its suppliers or vendors.
14. You may not use the Service to cause annoyance, interference, inconvenience or needless anxiety to tenants or others.
15. You may not send or provide any unsolicited advertising or other promotional material, commonly referred to as "spam" by email or by any other electronic means.
16. You may not send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facility.
17. You may not use the Service other than for your personal use, and you acknowledge that Somos Phase B-9, LLC shall not in any way whatsoever be liable to you or to any third party for any personal losses (including without limitation any loss of profits, business or anticipated savings or for any destruction of data) suffered in anyway whatsoever by you or any third party.
18. You may not employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Service.
19. You may not permit any third party to do any of the above.
20. A current copy of the Internet Use Agreement is posted at (TBD). The version of this User Agreement and Operating Policy stored at that URL is considered the current and binding version.
21. If any aspect of these terms and conditions is found to be unenforceable or unlawful, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.
22. These Terms and Conditions and the Internet Use Agreement set out the whole of our agreement relating to our supply of the Service. They cannot be varied except in writing by a managing partner of Somos Phase B-9, LLC. In particular nothing said by any employee or person on behalf of Somos Phase B-9, LLC should be understood as a variation of these Terms and Conditions or an authorized representation about the Service or the nature and quality of items displayed thereon. Somos Phase B-9, LLC shall have no liability for any such representation being untrue or misleading.

Signed on \_\_\_\_\_, 20\_\_\_\_.

Tenant Signature \_\_\_\_\_.

# INTERNET SAFETY EDUCATION

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# Internet Safety

Playing it safe while playing online



Hi there kids! I am Charlie Cardinal and this is Speedy the Crime Fighting Hamster. We are here to introduce you to the basics of Internet Safety and some of the villains you need to watch out for. There are some bad characters out there, so you have to protect

yourself. Your parents won't always be there to watch out for you, so stay sharp, learn all you can, and stay safe!



# Privacy & Personal Information



Privacy is being able to keep things secret or hidden from others.

Personal Information is information about you or your family such as your address, a social security number, your parent's bank account, or how much money they have.

Criminals love to get people's personal information because they can pretend to be you, or use your money to buy things.

They can also make money off of your information by selling it to others. Companies or other criminals will use your info to send you junk mail or spam emails.

Criminals learning your address can be very bad. They may break in and steal from you. Protect your safety and your belongings, by keeping your information a secret.

These bad people may even use your personal information to trick someone else in your circle of friends and family. People sometimes tell criminals things that they shouldn't if they think that they are communicating with someone they know.



Think before you click



Do you know who sent that email?



# Passwords

One of the most important things you need to learn is how to create strong passwords. A password is a code you type in to let the computer know it is really you.

Having an easy to guess password could allow someone to snoop around in your private information.

The way to make your password strong is to never use your name or your birthday. Use something hard to guess, but easy for you to remember. Make your password at least 8 characters long, and mixing numbers, symbols, and upper and lower case letters makes the password strong just like Speedy. Avoid using the same password over and over. That way if they do figure out your password, they only gain access to one account. And never leave your passwords written down where someone can find it.



A great tool online that creates kid friendly passwords is the website, [www.dinopass.com](http://www.dinopass.com)

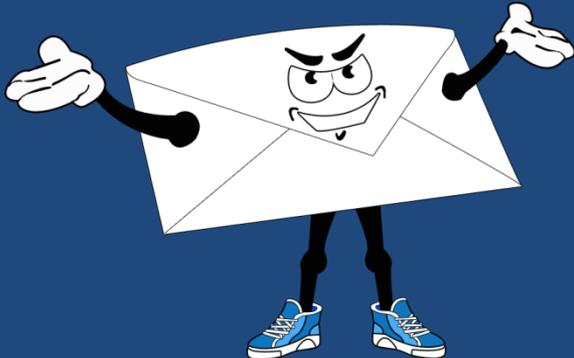
# Spam



Spam is basically email that you receive from different companies or strangers that you did not sign up for. Most times it isn't from real companies and usually the sender is up to no good.

Spam emails can sometimes be a phishing scam. Phishing emails are emails that look like it is from some trusted source. A place like your bank, the IRS where taxes are collected, or some other business you shop with often. They make their email look like it is the real thing with logos, and they put links in the email baiting you to click them. Once you click the link, you could be launching a program that can damage your computer in some way or collect your personal information.

Spam emails can also use winning a sweepstakes or some other type prize to trick you into trusting the email source. After they hook you in, they inform you that to collect your prize, you must give them your credit card number.



How do you know it is spam?

Spam emails typically have a bunch of spelling and grammar errors or a mention of someone you don't know in the subject line. Don't Open It! Delete those emails right away.



# Malware



Malware is a program written with the intent to harm your computer in some way.

Programs such as this, may be waiting for you to do something(a trigger), so that it can run. This could be the clicking of the link or opening an email attachment.

When searching for free downloads online, be very careful. There are a lot of sites out there trying to trick you. They will pay to make their site get returned at the top of the list of search results. Then when you access the page, they use blinking buttons to trick you to click. The result of clicking usually ends up being your computer loaded up with malware.

Once your machine is infected, it can change browser settings, create unusual popup ads on your computer and then pass the malware on to someone else.



Spyware is a program that gets onto your computer through a download or a virus and it gathers information about you and sends this back to its creator.

Some of the types of information spyware might send back to home base is email addresses of you or your contacts, passwords, account numbers, and credit card numbers.

Some spyware out there records how you use your computer and what you search for online.

# Adware

Adware is software that you are allowed to use by the author because of the advertisements that pop up occasionally during the game. Many of these type games you will find in the form of apps on your phone or devices.

Through the addition of advertisements, the developer gains some income that may supplement a discount to the user, sometimes making the software free.

Often after using the product with the ads, a consumer will purchase the software to get rid of the ads.

<http://www.pctools.com/security-news/what-is-adware-and-spyware/>



# Trojan Horse

The name for the Trojan Horse virus was derived from tale of the Trojan Horse constructed by the Greeks to gain access to the city of Troy. The wooden horse was left at the gates as an offering to Athena. The horse was then wheeled into the city and out came Greek fighters hiding inside. <http://www.britannica.com/topic/Trojan-horse>

A Trojan horse virus is a form of malware that is dressed up as something interesting or software from a source we are familiar with. The purpose is to trick the person into installing it. This allows the creator of the Trojan to do damage to data or software on your computer. They also will set up a 'back door' or access point that allows them to access your system.

Trojan viruses don't spread by infecting other files and they cannot duplicate themselves.

<http://www.webopedia.com/DidYouKnow/Internet/virus.asp>



# Worms

Worms are malware that can duplicate itself and spread to other computers. Worms always do something bad, even if it is just slowing things down.

Worms will frequently set up the ability for computers to be taken over by the worm's author by creating backdoors on the host computer. These computers are then called a "zombie computer". "Zombie computers" can be used to send out spam or as a shield to hide the web address of people who want to do bad things.

<http://www.webopedia.com/TERM/Z/zombie.html>





# Virus

A virus is a small program that is created to spread from one computer to the next and to mess up the way your computer works.

Many times viruses hop from computer to computer via email attachments or messages. They can also hide in funny pictures(memes), e-cards, or other desirable file attachments. It can also be sent through an instant message.

A virus can corrupt your data, or worse, delete it. It can also email copies of itself to your friends.

Keeping your anti-virus software up to date is key to protecting against the latest viruses and other security threats.

<https://www.microsoft.com/security/pc-security/virus-whatis.aspx>

# Social Media



Privacy settings on social media accounts are set up as public when you first get one. Unless you want everyone to be able to look at all of your photos and other private stuff, you must go into your account settings and change this.

Something to remember is whatever you post and say on your page can be shared by your friends. Think about what you post online, BEFORE you do it. What you post, could be seen by anyone at any time depending on your settings and the friends you keep. Because we can take pictures of our screens, there is really no setting that can protect you. Think twice about what you are sharing with others, so there are no regrets later.

Make sure you know the people that you accept friend requests from. Sometimes people try to friend you to hack your Facebook account or access your contacts. Once you are hacked they will send out strange messages or friend requests to your contacts. Protect your friends and yourself by being cautious with friends and creating strong passwords for your social media accounts.

# Geotagging



Geotagging is the bit of data that your electronic device packages with your picture that has information about where the picture was taken. This is something that can be turned on and off in your device and typically comes turned on until you change the setting.

When your photo is geotagged, this gives people information about your location. Letting outsiders know where you are, can allow them to plan to steal your belongings or vandalize your home.

Consider if you post a photo every Wednesday in your outfit ready to walk to ball practice and geotagging is turned on. This shows you have a routine and gives a rough area you will be in. A predator could come and take you away.

Another issue with allowing the geotagging to occur is you don't have control of your own privacy. Everyone does not need to know where you are all of the time, keep this information private.

<http://www.nytimes.com/2010/08/12/technology/personaltech>



# Be Careful of What You Say!



Defamation: Defamation is the blanket word used for all types of untrue statements made about others. [Definition of Defamation on Law.com](#)

Slander: When someone orally tells one or more people an untruth about someone, which will harm the reputation of the person it is about. It is not slander if the untruth is in writing of some sort or if it is broadcast through television or radio.

[Definition of Slander on Law.com](#)

Libel: This is where someone publishes to print(including pictures), written word, online posts, blogs, articles, or broadcast through radio, television, or film, an untruth about another which will do harm to the person's reputation. [Definition of Libel on Law.com](#)



# Be Careful of What You Say!



Much of the things people post online may get ignored, and you may get lucky and avoid legal action. But, when someone gets angry and files a lawsuit it can cause a major headache and possibly hit you hard in the wallet.

You might think you should have a right to openly complain about a company and their bad service or lousy product. Well when it comes to this, it is not always that simple. You can get sued for this and even if the judge agrees with you, you still have to pay for a defense attorney. Think twice and make sure that whatever you have to say is worth any headache you may have pop up later.

<http://ideas.time.com/2013/01/07/yelp-reviewers-beware-you-can-get-sued/>

On social media, people get into the habit of letting their emotions get the better of them and they end up speaking their minds about others online. When that person feels that this damages their character, they may opt to sue the other person for defamation. Even if their case is not successful, the stress, money, and time that you spend defending yourself is not worth it. To read more about defamatory social media posts, [click here](#).

# Stranger Danger Online



When you think of being on your computer or other electronic device in your own home, you probably think you are safe. Your mom is in the next room, what could happen?

Well there are people online that are up to no good. They go in chat rooms and pop up on your instant messenger, looking for someone to “groom”.

What is grooming you say? Well, grooming is when a stranger (can be any age) finds someone they are interested in, usually a minor. They act really nice and maybe they pretend they are much younger than they really are, like they are a kid just like you. Then they try to get you to like them and to trust them. They may ask you not to tell anyone you are talking to them. This is not okay and is a warning sign of a possible groomer.

# How to Protect Yourself in Online Chats

- Choose chat sites designed for kids, such as [www.kidzworld.com](http://www.kidzworld.com). Kidzworld is moderated and its aim is to protect kids from unwanted requests and online bullying.
- Beware of people you don't know. If they are asking too many questions or being too friendly they may be up to no good.
- If someone asks you to send them a picture or sends you a picture or video that is inappropriate, tell an adult or report them to the site moderators.
- Don't give out personal information to strangers online
- Don't tell strangers where you live or give them your telephone number
- Don't send strangers pictures of you or others
- If you are being bullied or threatened online, tell an adult or someone you trust





# Cyberbullying

- Cyberbullying is the **willful and repeated harm** inflicted through the use of computers, cell phones, and other electronic devices.
- Using PhotoShop or other tools to create harassing images.
- Posting jokes about another person on the internet
- Using the internet to entice a group to physically harm another person.
- Making threats online using IM, email, social networking sites, or other electronic devices.



# Consequences of Cyberbullying

Anything that you write, pictures that you post, or videos that you upload can be used by your school to suspend you.

College students have been removed from their athletic teams and lost college funding for writing negative comments about their coach.

When applying to colleges, they will search online to see what kind of person you are. They can deny you access if they don't like what they find.

When businesses are looking at people to hire for a job they will many times use social media to see what kind of person they are. Mean or inappropriate type posts can prevent you from getting the job you desire.

Cyberbullying can also be considered a crime and participating in this type of behavior can land you in big trouble.

# Consequences of Cyberbullying

- § 18.2-152.7:1. Harassment by Computer; Penalty makes cyberbullying a crime.
- Carries a \$2500 fine and punishable by up to **12 months in prison.**

There are many websites designed to inform and decrease the number of bullying cases we see each year. The U.S. Department of Health and Human Services has created a website with lots of resources to help combat bullying of all kinds - [www.stopbullying.gov](http://www.stopbullying.gov)

If you experience cyberbullying or witness it, tell someone such as a school counselor, teacher, or a parent.





# The Effects of Cyberbullying

- Victims feel depressed, sad, angry, and frustrated.
- Victims become afraid and/or embarrassed to attend school.
- Can lead to low self-worth, family problems, academic problems, school violence, and bad behavior.
- Victims can also develop thoughts of killing themselves and possibly act on these feelings.
- There are no positive effects of cyberbullying, only pain and suffering for the victims.
- The affects of being bullied can affect the victim into adulthood and prevent them from being all they can be in the future.



# Dealing with Cyberbullying

- Never do the same thing back, 2 wrongs don't make a right
- Tell them to stop
- Block their access to you
- Report it to the site you are on such as Facebook or Twitter
- NEVER pass along messages from cyberbullies, stop the spread of this behavior
- Set up privacy controls and keep the bully out of your friends list
- Don't be a cyberbully yourself
- If you witness someone getting bullied, tell someone so it can be stopped. Many times the person being bullied won't tell out of fear.
- Spread the word that bullying is not cool
- Don't laugh or encourage the bully, it is not funny and it can lead to major trouble for the person doing the bullying.



# About Sexting



“Sexting” is when someone sends or receives sexually explicit or non-PG Rated pictures or video electronically, mainly via cell phones or tablets.

The numbers on how many teens say that they have sent/posted nude or semi-nude pictures or videos of themselves is upsetting.

20% of teens between 13 to 19 years of age have engaged in sexting.

22% of teen girls

18% of teen boys

11% of teen girls between 13 to 16 years of age have engaged in sexting.

Did you know that if you forward a picture of a sexual or nude photo of someone underage, you are as responsible for the image as the original sender?? You can be charged with a crime.

Many teens don't realize that if you send a picture of yourself that is inappropriate and that picture ends up online, it could be there forever. You can never fully delete things that end up on the web.



# About Sexting



There is no age minimum that protects young people from getting charged with a sexual offense.

Something that you think is okay or just a joke, might land you in a ton of trouble. For example, you might take a picture of your friend naked to embarrass them, but if they are under the age of 18, this is considered production of child pornography.

If you are sent something inappropriate, do not share it and don't delete it. Tell an adult immediately. You may feel like you are getting your friend into trouble, but you are protecting yourself and you are protecting them. They may not be thinking about the consequences or the effect this behavior can have on their future.

Anyone that gets convicted of a sex offense, will have to register as a sex offender. Sex offenders have to keep their address updated and keep a current photo with the police. The information goes on the sex offender registry where anyone can go and see your picture and where you live online.

**REMEMBER:** You can't control what other people do with your photos. Even if you think you are sending it to someone you can trust, they may end up surprising you. You can't trust anyone with something as private as that. Don't Do It!

# Legal Consequences of Sexting

- The Virginia Department of Education has an excellent resource with real life examples of the consequences of sexting that can be found [here](#).
- The Attorney General's Virginia Rules website is designed to give Virginia Youth information on all the laws in the state. [Virginia Rules](#) has extensive information on sexting and other internet security risks.
- This article in The Virginian-Pilot tells a story of five Virginia teens getting charged with felonies for sexting and being in possession of sexually explicit photos of a minor, read more about it [here](#).



Information Provided By:  
Office of the Attorney  
General

202 North Ninth Street  
Richmond, Virginia 23219  
(804) 786-2071  
[www.ag.virginia.gov](http://www.ag.virginia.gov)

# **Tab X:**

Marketing Plan for units meeting accessibility  
requirements of HUD section 504

# SOMOS PHASE B-9 APARTMENTS

Tyson's Corner  
Fairfax County, VA

## MARKETING PLAN

Somos Phase B-9 Apartments in Tyson's Corner will be designed to provide residents desiring affordable housing with a new rental experience that combines a high-quality modern-designed apartment with a broad array of resident amenities, easy access to public transportation including the Metro Silver Line, and a management team committed to the delivery of excellent customer service.

Somos Phase B-9 Apartments, with 102 apartment homes, will be well positioned as it will be the only new affordable community built in the immediate area in recent years. With market standard finishes in the individual apartment homes – wood vinyl flooring in living and dining areas, carpeted bedrooms, energy efficient appliances, including dishwashers, garbage disposals, microwaves and full-sized washer/dryers in every apartment. All apartments will also be pre-wired for television, phone and Internet service and will include programmable thermostats for increased energy efficiency. Complimenting the well-appointed apartments will be a full array of amenities in a controlled access building – an urban accessible urban park complete with an open lawn, pollinator garden and multiple seating areas; a recreational walking trail with fitness stations, a children's playground, fitness center, club room, cyber lounge, structured parking and bicycle storage. With affordability levels at the 30%, 40%, 50% and 70%, Somos Phase B-9 Apartments will set a new standard for affordable apartments in the local Tyson's Corner market.

This plan will address the ways in which the property management team will attract qualified residents to the community ensuring that the lease-up is accomplished in a timely manner and that occupancy remains high throughout the duration of the project.

### **Marketing and Outreach**

The priority for all marketing and outreach initiatives will be to identify households working and / or living in the greater Tyson's Corner area who meet the eligibility requirements of the Low-Income Housing Tax Credit and Section 8 programs and make them aware of the new housing opportunity that exists at Somos Phase B-9 Apartments.

As part of efforts to accelerate occupancy, marketing efforts will begin three to six months prior to the delivery of the first apartments. This will provide ample time for prospective residents to identify Somos Phase B-9 Apartments as a desirable location for their next apartment home and complete the necessary qualification paperwork well in advance of their move-in. The objective will be to have qualified households identified and approved prior to first unit delivery.

Marketing and outreach will be accomplished through a variety of avenues, taking into consideration the available marketing budget. To that end, Paradigm will utilize its experience marketing luxury market rate, mixed income and 100% affordable communities to make the most appropriate recommendations, including the following:

- **Website Landing Page**

As soon as project construction commences, a website landing page will be created which will include property renderings and introductory information about Somos Phase B-9 Apartments. This landing page will be utilized to generate preliminary traffic and create the waiting list. Traffic can be “pre-qualified” for placement on the waiting list. Prospective residents placed on the waiting list will be contacted three to four months prior to the first unit delivery to begin the qualification and approval process. As most initial residents are expected to come from the waiting list, the waiting list will provide the foundation for first occupancies.

- **Property Website**

An interactive and responsive website will be designed using Entrata, a property management system. The website, will be completely customizable with the ability to be updated as frequently as needed to ensure that property information is always current. Updates can be done at no additional cost to the property. As more renters are using mobile devices to browse the internet, a responsive version of the website is available making it easy for a prospect to do their apartment search on any of their mobile devices.

Search Engine Optimization (SEO) will also be utilized to increase the websites visibility. Search engine optimization works on growing website visibility in organic (non- paid) search engine results like Google or Bing. There are several key components to ensure that the property website has a strong search ranking and thereby results more frequently in searches for similar terms or phrases. By utilizing SEO services, the property will have a website that benefits from enhanced on-page content, strategic keywords, meta descriptions alt, title and H1 tags. The marketing team is dedicated to doing active SEO revisions on a regular basis to ensure the property website has a higher search ranking and results more frequently in search listings.

- **Networking**

Paradigm will contact local government agencies, centers for independent living, disability services boards and other service organizations via phone and printed communication to make them aware of the housing opportunity that is available at Somos Phase B-9 Apartments. Locating qualified households with disabilities to occupy the apartments which conform to the requirements of Section 504 of the Rehabilitation Act will be an important priority. To achieve that objective, Paradigm will contact local centers for independent living, disability services boards and other service organizations via phone and printed communication. These contacts will include the following organizations:

- Fairfax County Department of Housing and Community Development (703-246-5100)
- Housing and Community Services of Northern Virginia (703-372-5440)
- ENDEPENDENCE Center of Northern Virginia (703-525-3268)
- Disability Resource Center (540-373-2559)
- Access Independence, Inc. (540-662-4452)
- Horizon Wellness Center (434-946-2316)
- Virginia Board for People with Disabilities (804-786-0016)
- Virginia Department for Aging and Rehabilitative Services (804-662-7000)

- Virginia Rehabilitation Association (virginiarehabassociation@gmail.com)
- DC Center – Independent Living (202-388-0033)

- **Affirmative Marketing Initiatives**

As part of the effort to market the availability of the housing opportunity at Somos Phase B-9 Apartments to some of those groups least likely to apply for occupancy, and in accordance with the Affirmative Marketing Plan, outreach and advertising will be done in the following:

- American Red Cross
- Social Security Office
- Women, Infants and Children

- **Internet Marketing**

Somos Phase B-9 Apartments will be listed on the following websites, which are targeted towards those searching for housing, in general, or affordable housing, specifically:

- [www.apartments.com](http://www.apartments.com)
- [www.zillow.com](http://www.zillow.com)
- [www.craigslist.org](http://www.craigslist.org)
- [www.accessva.org](http://www.accessva.org)
- [www.dbhds.virginia.gov](http://www.dbhds.virginia.gov)
- [www.socialserve.com](http://www.socialserve.com)
- [www.virginiahousingsearch.com](http://www.virginiahousingsearch.com)

- **CoStar Group (Apartments.com/ApartmentFinder.com)**

The CoStar Group consists of CoStar, a real estate intelligence tool, Apartments.com, Apartment Finder, Apartment Home Living and a number of other brands. Somos Phase B-9 Apartments will be listed on both Apartments.com and Apartmentfinder.com, which are historically some of the most heavily visited internet sites in the CoStar Group.

- **Zillow Rental Network**

Zillow is a home and real estate marketplace dedicated to helping renters and property managers share information about properties and neighborhoods. Zillow offers more than 100 million US homes on their network, and also feeds information to HotPads, Trulia, Mynewplace.com and Yahoo Homes. As such, Zillow is an ideal site on which to advertise Somos Phase B-9.

- **Craigslist and Craigslist Posting Tools**

Craigslist historically has provided a good a source of traffic for rental communities. As such, Craigslist is an ideal site on which to advertise.

- **Waze**

Waze is a GPS navigation software that works on smartphones and tablets to provide turn-by-turn navigation information with user submitted travel delays and route details. A Waze campaign may be utilized to bring attention to Somos Phase B-9 by targeting drivers that are near the property, thereby leveraging the property's premiere location. The ad campaign will

track impressions, clicks, direction to the property, and when prospects request more information.

- **Social Serve**

Socialserve is a nonprofit dedicated to assist individuals in underserved populations find both employment and housing. Socialserve has a bilingual staff (English/Spanish) and a call center that assists individuals with their home search.

- **Virginia Housing Search**

Virginia Housing Search is an on-line housing search tool supported by the Virginia Housing Development Authority (VHDA). Prospective residents can search the site by location and other specific parameters (location, accessibility, acceptance of Section 8, smoking policy, proximity to public transit, etc.) to find affordable apartments that meet their specific criteria.

- **Search Engine Marketing**

Somos Phase B-9 will utilize Search Engine Marketing (SEM) to help promote and drive traffic to the community website during lease-up. SEM increases visibility on search engine pages like Google, Bing, Yahoo, and reputation sites like Yelp and Apartment Ratings.com. SEM combines the use of pay-per-click advertising and the optimization of the community website content to achieve higher ranking search engine results.

- **Google Analytics**

In addition to the analytics provided by Entrata, the property's online traffic is also being monitored with Google Analytics. By using Google Analytics, the marketing team is able to effectively determine where prospects are coming from and what online sites they are using to find the property website. This provides insight on which internet listing sites are performing well for the community and what social media sites are benefiting the property. It also helps determine length of time spent on the website and bounce rates (when a prospect clicks on the website but does not click anywhere else on the site) also known as single-page visitors. With this information, changes can be made to the website to enhance the prospect experience and try to capture their attention more effectively.

- **Marketing Materials**

Additional marketing materials will be utilized to support the overall marketing campaign. These printed materials will be professionally designed and will include:

- Property Brochure
- Marketing Flyers

- **Print Media**

Historically, marketing efforts focused on a combination of print media and internet advertising. However, prospective renters, even those looking for affordable housing, have migrated almost exclusively to the internet as the source for information when searching for an apartment home. As such, all marketing initiatives will be focused on internet advertising.

### **Evaluation of Marketing Activities**

A call tracking number and media track URL will be utilized for all electronic media. This information will assist in determining the effectiveness of all advertisements and advertising sites. The efficacy of all media sources will be evaluated monthly such that available advertising resources can be appropriately allocated to those media sources most likely to drive traffic to the community.

### **Affirmative Marketing / Fair Housing**

All applicants to Somos Phase B-9 Apartments will be evaluated based solely on the basis of their income eligibility for the Low-Income Housing Tax Credit and Section 8 programs and credit / background screening.

Paradigm Management is committed to the letter and spirit of federal, state and local fair housing laws. Paradigm has designed its policies and procedures to ensure compliance with all local and federal fair housing requirements. As an equal housing opportunity company, Paradigm provides housing opportunities to all persons, regardless of their race, color, national origin, religion, sex, physical or mental disability, familial status, or any other classification protected by federal, state, or local law. Paradigm's fair housing policy applies not only in the rental of apartment homes, but also in all interactions with residents. Paradigm's policy is to advance fairness and equality in housing in all of the communities that we serve.

The Fair Housing Poster (in both English and Spanish) will be prominently displayed in the office where rental activity will take place. In addition, both the Fair Housing and Accessibility Logos will be displayed on all printed materials and on the website that is developed for Somos Phase B-9.

### **Waitlist Procedures**

Prospective residents must complete a preliminary waitlist application which requires basic contact information along with general income and asset information for the household. The prospect's name is added to the waitlist when a completed preliminary application is received (incomplete preliminary applications are not accepted). The waitlist process allows for some preliminary screening and pre-qualification of households. For initial occupancy, those on the waitlist will be contacted in groups of 10, three to four months prior to first unit delivery to notify them of the opportunity to apply for one of the new apartments. At this point a completed application and application fee is required to begin processing the application and determine if the household is eligible for housing at Somos Phase B-9.

After initial occupancy of the building, all remaining waitlist applications will remain active for 12 months and prospective residents are notified at the time they submit a waitlist application that they will remain active for only 12 months. After 12 months, the application is deactivated unless the prospective resident takes action and requests to remain on the waitlist.

When an apartment becomes available to lease, generally 60 days in advance of the move-out date, waitlist applicants are called in groups of 10 and given 48 hours to respond and complete the full application for the apartment. If multiple applications are received, they are ranked based on the length

of time each applicant has been on the waiting list. All conversations with waitlist respondents are documented and the waitlist is routinely purged to remove stale applications.

### **Tenant Selection**

All applicants will have to meet minimum income requirements to qualify for occupancy. The minimum income requirement is established such that a resident spends no more than 31% of their gross income on rent. Further, Management will commit that no annual minimum income requirement that exceeds the greater of \$3,600 or 2.5 times the resident paid portion of the rent will be required for applicants receiving rental assistance.

As all apartments at Somos Phase B-9 Apartments are income restricted either under the Low-Income Housing Tax Credit Program (LIHTC) or the Section 8 Program, additional documentation of all income and assets will be required to ensure households meet the strict qualification requirements.

A third-party credit scoring provider, SafeRent Solutions, 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, late 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's creditworthiness and the likelihood of the applicant to make payments when due. This scoring system is specific to the multifamily housing industry and is not a credit score. SafeRent makes a recommendation of accept or decline based on the results.

In addition, Paradigm undertakes a criminal background check for all adult residents in our communities. The criminal background check is performed in a manner designed to eliminate individual discretion (and related fair housing issues) from that process. The enforceability of the criminal background policy is subject to state and local tenant-landlord laws.

### **Leasing Preference for Target Population**

Unless prohibited by any applicable federal subsidy program, a "first preference" will be given to a person/household in a target population identified in the Memorandum of Understanding between the Authority and one or more participating agencies of the Commonwealth of Virginia.

Tenant referrals for the targeted population will be obtained from the Virginia Department of Medical Assistance Services (DMAS) and/or Virginia Department of Behavioral Health and Development Services (DBHDS) or any other agency approved by the Authority.

Management will retain any associated Tenant Verification Letter as well as the Acknowledgment and Settlement Agreement related to the target population status.

All Target Population Apartments will be confirmed by VHDA.

The following special provisions will be followed for all Target Population apartments:

- **Held Vacant for 60 Days**

Units must be held vacant for 60 days during which marketing efforts must be documented. However, if marketing to the Target Population is deemed to be conducted satisfactorily on an ongoing basis throughout the year and management can provide sufficient documentation to VHDA's Compliance Officer, management may request the ability to lease 50-point Units to a household not in the Target Population without the unit remaining vacant for the 60-day timeframe.

"Ongoing basis" means contact to at least two (2) resources at least monthly in the manner noted below at any time the required number of units is not actually occupied by the Target Population.

Each time a vacancy occurs in a 50-point Unit, if a qualified household including a person in the Target Population is not located in the 60-day timeframe, the owner or manager may submit the evidence of marketing to VHDA's Compliance Officer and request approval to rent the unit to an income-qualified household not a part of the Target Population. If the request is approved, the lease must contain a provision that the household must move to a vacant unit of comparable size in the development if a household in the Target Population applies for the unit. The move will be paid for by the owner.

If no vacant unit of comparable size is available at that time, the Target Population prospective tenant should be placed on the development's waiting list and placed in the 50-point Unit when the first available vacant comparably sized unit becomes available to move the non-Targeted Population tenant.

NOTE: The move of the temporary/non-disabled tenant will be paid for by the owner.

### **Staff Training**

Every employee of Paradigm is required to uphold the company's equal housing opportunity policy. All Paradigm employees are trained in the requirements of equal housing opportunity upon their hire, and annual fair housing training is mandatory for all management, leasing and maintenance employees. Paradigm executives and upper management also attend fair housing seminars and forums on a regular basis to keep abreast of new requirements and interpretations of existing guidelines.

In addition, annual training in customer service training is required for all employees. This helps to ensure that site staff remain focused on providing exceptional customer service to all residents of the community.

### **Tax Credit and Section 8 Housing Compliance**

Compliance with the requirements of the Low-Income Housing Tax Credit Program is of the highest priority for management staff. All on-site leasing and management employees are provided with extensive training related to income verification and annual re-certification procedures and criteria. At Somos Phase B-9 Apartments, both the Property Manager and Compliance Specialist will hold the HCCP (Housing Credit Certified Professional) certification through NAHB (National Association of Home Builders) University of Housing. The Housing Credit Certified Professional (HCCP) is a nationally recognized certification in the Low-Income Housing Tax Credit industry, representing the highest level of competency and knowledge as well as a commitment to the highest ethical standards.

Maximum rents and incomes are calculated and provided by the Compliance Officer, and all on-site staff understand the importance of not exceeding these maximums. The Compliance Officer and on-site staff attend annual training to ensure that they are continuously updated to any changes / refinements in the complicated guidelines of the tax credit and Section 8 programs.

# **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

SWAM CONTRACT CERTIFICATION  
(TO BE PROVIDED AT TIME OF APPLICATION)

**LIHTC Applicant Name** Somos Phase B-9, LLC

**Name of SWaM Service Provider** Wickliffe Consulting, LLC

Part II, 13VAC10-180-60(E)(5)(e) of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for entering into at least one contract for services provided by a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's Small, Women-owned, and Minority-owned Business certification program (SWaM Program). Any applicant seeking points from Part II, 13VAC10-180-60(E)(5)(e) of the Plan must provide in its application this certification together with a copy of the service provider's certification from the Commonwealth of Virginia's SWaM Program. The certification and information requested below will be used by the Authority in its evaluation of whether an applicant meets such requirements.

Complete a separate form for each SWaM Service Provider.

**INSTRUCTIONS:**

***Please complete all parts below. Omission of any information or failure to certify any of the information provided below may result in failure to receive points under Part II, 13VAC10-180-60(E)(5)(e) of the Plan.***

1. The SWaM Service Provider will provide the following services and roles eligible for points under the Plan:
  - consulting services to complete the LIHTC application;
  - ongoing development services through the placed in service date;
  - general contractor;
  - architect;
  - property manager;
  - accounting services; or
  - legal services.
  
2. Please describe in the space below the nature of the services contracted for with the SWaM certified service provider listed above. Include in your answer the scope of services to be provided, when said services are anticipated to be rendered, and the length of the contract term.

Community Engagement- Prepare a community engagement strategy to ensure the community is informed about the project through the preconstruction and construction phase. Coordinate meeting locations and times, Facilitate the Meetings, Coordinate the Partners for the meetings, Prepare written Q&As, and other duties as agreed.

Section 8 Project Rental Assistance- Work closely with the Company and the Fairfax County Department of Housing on securing necessary approvals for the Section 8 Project assistance. Ensure rents are calculated in accordance with the housing authorities and HUDS guidelines,

as well as ensure utility allowances are provided. Ensure all required letters from the agency is complete for the purposes of the funding sources. Prepare and work with customer to sign any applications, documents required to secure the vouchers. Coordinate Part 58 and Subsidy Layer Review approvals and packages as needed. Prepare Agreement to Enter into Housing Assistance Payment for the new construction development at the time of closing.

The Contractor's assignment will commence on or around September 1, 2023 and continue until construction completion.

3. Attach to this certification a copy of the service provider's current certification from the Commonwealth of Virginia's SWAM Program.
4. The undersigned acknowledge by their signatures below that prior to the Authority's issuance of an 8609 to the applicant, the undersigned will be required to certify that the SWaM service provider successfully rendered the services described above, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, and that the undersigned service provider is still a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM) Program.

[Contract Certification and signatures appear on following page]

CONTRACT CERTIFICATION

The undersigned do hereby certify and acknowledge that they have entered into with each another at least one contract for services as described herein, that said services fall within the scope of services outlined within Part II, 13VAC10-180-60(E)(5)(e) of the Plan, that the undersigned service provider is a business certified as Women-Owned, Minority-Owned, or Service Disabled Veteran-owned through the Commonwealth of Virginia's SWaM Program, and that it is the current intention of the undersigned that the services be performed (i.e., the contract is *bona fide* and not entered into solely for the purpose of obtaining points under the Plan). The undersigned do hereby further certify that all information in this certification is true and complete to the best of their knowledge, that the Authority is relying upon this information for the purpose of allocating Credits, and that any false statements made herein may subject both the undersigned applicant and the undersigned service provider to disqualification from current and future awards of Credits in Virginia.

APPLICANT:

Somos Phase B-9, LLC  
Name of Applicant

  
Signature of Applicant

Stephen P. Wilson, President – Virginia Office \*See attached full signature block  
Printed Name and Title of Authorized Signer

SWAM CERTIFIED SERVICE PROVIDER:

Wickliffe Consulting, LLC  
Name of SWaM Certified Service Provider

  
Signature of SWaM Certified Service Provider

Nicole M. Wickliffe, Owner  
Printed Name and Title of Authorized Signer

**SOMOS PHASE B-9, LLC,**  
a Virginia limited liability company

By: Somos Phase B-9 MM, LLC,  
a Virginia limited liability company,  
its managing member

By: SCG Development Partners, LLC,  
a Delaware limited liability company  
its managing member

By: SCG Development Manager, LLC,  
a Delaware limited liability company  
its managing member

By: SCG Capital Corp.,  
a Delaware nonstock corporation  
its sole member

By:   
Name: Stephen P. Wilson  
Title: President – Virginia Office

(<http://www.virginia.gov>)



# Directory Listing

MWAA last updated on **FEB 09, 2023 04:16 AM EST**

- Certification Type
- NIGP
- NAICS
- City
- ZIP Code
- Business Category

All ▼ contains ▼ wickliffe consulting, llc 🔍

Match found 1

Sort by: Company name ▼

Show entries: 5 ▼

Export

**Applied Filters** Reset filters ◀

<h2 style="margin: 0;">Wickliffe Consulting, LLC</h2> <p><b>DBA: Wickliffe Development &amp; Consultin</b>          Nicole Wickliffe          7304 Snowden Ct          Springfield, VA 22150          Phone: (703) 231-5332  <a href="mailto:NICOLE@WICKLIFFEDC.COM">NICOLE@WICKLIFFEDC.COM</a>          (mailto:NICOLE@WICKLIFFEDC.COM)</p>	<p>Certification Number: 824627</p> <p><b>SWaM Certification Type:</b>          Small Start Date: 08-31-2022          Micro Start Date: 08-31-2022          Women-Owned Start Date: 08-31-2022          Minority-Owned Start Date: 08-31-2022          Business Ethnicity: Black or African American          SWaM Expiration Date: 08-31-2027</p> <p>NIGP Code and Description:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 150px;">91863</td> <td>Housing Consulting</td> </tr> <tr> <td>91827</td> <td>Community Development Consulting</td> </tr> <tr> <td>91800</td> <td>CONSULTING SERVICES</td> </tr> </table>	91863	Housing Consulting	91827	Community Development Consulting	91800	CONSULTING SERVICES
91863	Housing Consulting						
91827	Community Development Consulting						
91800	CONSULTING SERVICES						

Directory Listing

91889	Real Estate/Land Consulting (Including Land Survey Consulting)
57863	Real Estate: Land and Improvements
99884	Real Estate (Incl. Buildings, Houses, Land, etc), Sale of Surplus and Obsolete Items, Sale of Surplus and Obsolete Items
95805	Asset Management Services
91849	Finance/Economics Consulting
94649	Financial Services (Not Otherwise Classified)

Pcard: N

Business Category: Consulting Services

# **Tab AA:**

Priority Letter from Rural Development

This deal does not require information behind this tab.

# **TAB AB:**

Social Disadvantage Certification

"SOCIAL DISADVANTAGE" CERTIFICATION

Individual's Name Linda T. Nguyen

LIHTC Applicant Name Somos Phase B-9, LLC

Part II, 13VAC10-180-60(E)(5)(f), of the Qualified Allocation Plan (the "Plan") of the Virginia Housing Development Authority (the "Authority" formerly VHDA) for the allocation of federal low income housing tax credits ("Credits") available under §42 of the Internal Revenue Code, as amended, provides that an applicant may receive five (5) points toward its application for Credits for 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. 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 IA or 1B and also provide a complete response to II. 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.***

I. **SOCIAL DISADVANTAGE**

(Complete only Section I(A) OR I(B) and then acknowledge II below)

A. I am claiming social disadvantage because of my identification as a:

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]

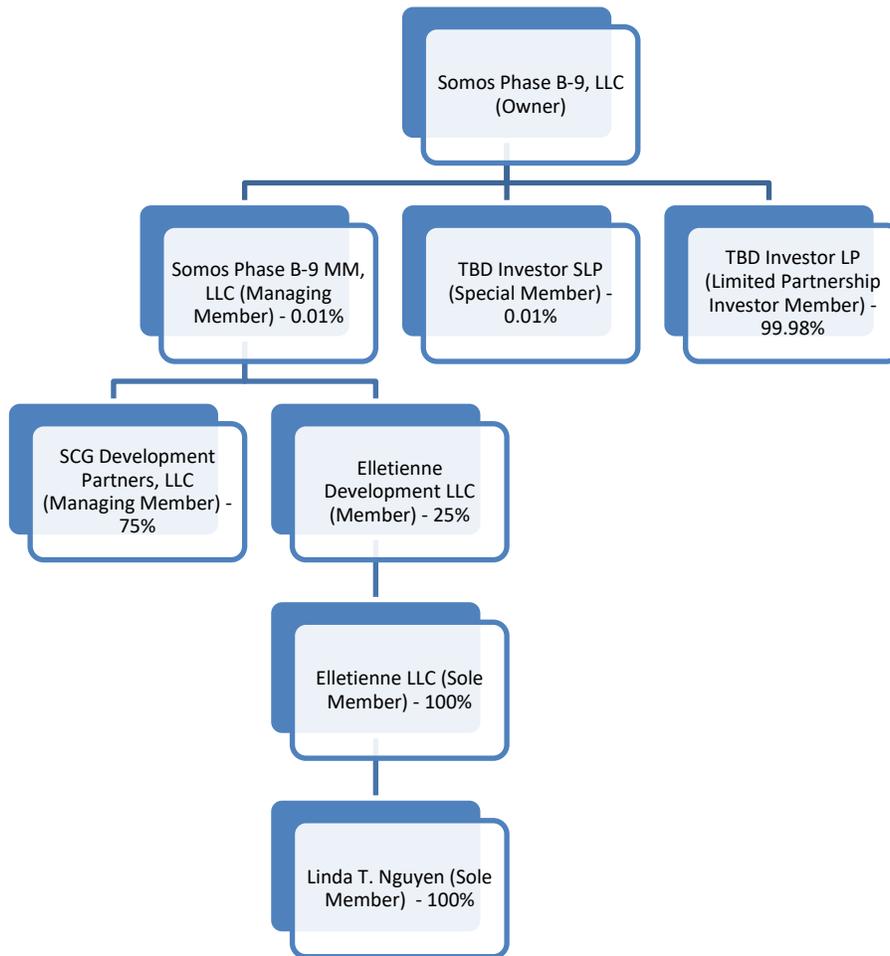
Subcontinent Asian American (An Individual with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal)

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).

II. **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, Linda T. Nguyen is a 25% Owner of Somos Phase B-9 MM, LLC, which is the managing member of the applicant.



[Application continues on following page]

CERTIFICATION OF ELIGIBILITY

I hereby certify 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. 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:

Somos Phase B-9, LLC

Name of Applicant

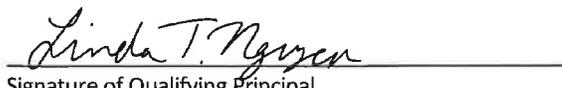


Signature of Applicant

Stephen P. Wilson, President – Virginia Office \* see next page for full signature block

Printed Name and Title of Authorized Signer

PRINCIPAL:



Signature of Qualifying Principal

Linda T. Nguyen, Owner

Printed Name and Title of Qualifying Principal

**SOMOS PHASE B-9, LLC,**  
a Virginia limited liability company

By: Somos Phase B-9 MM, LLC,  
a Virginia limited liability company,  
its managing member

By: SCG Development Partners, LLC,  
a Delaware limited liability company  
its managing member

By: SCG Development Manager, LLC,  
a Delaware limited liability company  
its managing member

By: SCG Capital Corp.,  
a Delaware nonstock corporation  
its sole member

By:   
Name: Stephen P. Wilson  
Title: President – Virginia Office