

## DETERMINATION CERTIFICATE

June \_\_, 2021

Greater Charlottesville Habitat for Humanity, Inc.  
967 2<sup>nd</sup> St SE  
Charlottesville, VA 22902  
Attn: Dan Rosensweig

Piedmont Housing Alliance  
682 Berkmar Cir.  
Charlottesville VA 22901  
Attn: Sunshine Mathon

Re: Satisfaction of low income housing tax credit (“LIHTC”) requirements pursuant to Agreement between County of Albemarle, Virginia (“County”), Economic Development Authority of Albemarle County, Virginia (“EDA”), and Habitat for Humanity of Greater Charlottesville, Inc. dated July 1, 2019, as amended by Addendum to Agreement dated August 19, 2019 (collectively, the “Agreement”)

Gentlemen:

We have been informed that Southwood Charlottesville, LLC (“Southwood”), an entity wholly owned by Greater Charlottesville Habitat for Humanity, Inc. d/b/a Habitat for Humanity of Greater Charlottesville, Inc. (“Habitat”), has entered into a purchase and sale agreement (the “PSA”) pursuant to which Southwood has agreed sell approximately 4.74 acres of land consisting of portions of TMP 07600-00-00-051A0 and 09000-00-00-001A0 (the “Sale Property”) to Piedmont Housing Alliance or its affiliate (“PHA”). The PSA requires PHA to develop the Sale Property as a housing project containing in excess of eighty (80) residential apartment units, 100% of which will be rent restricted and occupied by individuals whose income does not exceed 80% of the area median gross income as determined under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”), and 100% of which will qualify for the LIHTC under Section 42 of the Code (collectively, the “PHA Units”). PHA has applied to Virginia Housing for an allocation of the LIHTC for the PHA Units.

At your request, we hereby confirm and agree that PHA’s development of the PHA Units after receipt of an allocation of the LIHTC and in compliance with the requirements of the LIHTC program will meet the requirements contained in the Agreement related to “Affordable dwelling units” or “ADUs” and “Low Income Housing Tax Credits,” as such terms are used in the Agreement. Specifically, without limitation:

- (1) The PHA Units will be considered “Affordable dwelling unit[s],” “ADU[s]” and “LIHTC ADUs,” as such terms are used in the Agreement. The PHA Units will not be considered “Habitat-built or Habitat-contracted ADU[s],” as such term is used in the Agreement.
- (2) The PHA Units will be deemed to satisfy the requirements of Section 5(C)(2) of the Agreement notwithstanding that, pursuant to the LIHTC program, the thirty (30) year minimum period of affordability may be shortened in the event that the Sale Property is acquired by foreclosure or instrument in lieu thereof or sold pursuant to a “Qualified Contract,” as such term is defined in Section 42(h)(6)(F) of the Code.
- (3) The PHA Units will be deemed to satisfy the requirements of the last sentence of Section 5(I) of the Agreement; and,
- (4) The requirements of Section 5(D)-5(M) will not impose any obligations on PHA, nor prevent the County from accepting or approving any site development plan or subdivision plat for the PHA Units, nor prevent the County from issuing any building permit or certificate of occupancy for the PHA Units.

At your request in connection with the sale of the Sale Property, we hereby further confirm the following:

- (1) The Agreement remains in full force and effect and has not been further amended.
- (2) References in the Agreement to “Phase 1, Block B” and “Block B” mean and include the area designated as Blocks 11 and 12 in the Code of Development entitled "Southwood Phase I – A Neighborhood Model District – Code of Development" dated February 20, 2018, last revised on July 29, 2019, and approved by the Board of Supervisors of Albemarle County, Virginia, on August 21, 2019, as ZMA 2018-00003.
- (3) PHA’s acquisition of the Sale Property will neither make PHA a party to the Agreement nor extend to PHA any of Habitat’s rights or obligations under the Agreement; including, without limitation, any right to receive cash contributions or rebates thereunder or to see to the proper use of the same.
- (4) Habitat has performed all of its obligations that have accrued to date under the Agreement, and neither the County nor the EDA has notified Habitat of any breach or violation of the Agreement (including, without limitation, pursuant to Section 5(d)(2) of the Agreement) or is aware of any circumstance that would entitle the County or the EDA to send such notice.

All capitalized terms used in this Determination Certificate but not defined herein will have the meanings attributed to them in the Agreement.

The County and the EDA confirm that they are authorized to issue this Determination Certificate, which is binding on the County and the EDA and may be relied on by PHA, Habitat, and their respective successors and/or assigns.

This Determination Certificate is executed by the undersigned authorized signatories of the County and EDA as of the date first written above.

**County:**

County of Albemarle, Virginia

By: \_\_\_\_\_  
Jeffrey B. Richardson, County Executive

**EDA:**

Economic Development Authority of Albemarle County,  
Virginia

By: \_\_\_\_\_  
Don Long, Chairman

Approved as to form:

\_\_\_\_\_  
County Attorney