#### **ORDINANCE**

## AN ORDINANCE TO DESIGNATE REAL ESTATE OWNED BY THE CORTONA FOUNDATION EXEMPT FROM TAXATION

WHEREAS, Fauquier County Code § 8-71 authorizes the Board of Supervisors to designate property as exempt from taxation where such property is held by organizations that use the property exclusively for religious, charitable, patriotic, historical, benevolent, cultural or public park and playground purposes; and

WHEREAS, Virginia Code § 58.1-3651 sets forth the process and procedure by which a locality may designate property as tax exempt; and

WHEREAS, Virginia Code § 58.1-3651(B) requires that prior to the adoption of any Ordinance exempting property from local taxation, the Board of Supervisors shall hold a public hearing on the proposed application and consider the questions enumerated in Virginia Code § 58.1-3651(B); and

WHEREAS, the Board of Supervisors, after due notice and public hearing, considered the questions set forth in Virginia Code § 58.1-3651(B) and, upon consideration of those questions, determined that The Cortona Foundation is a nonprofit organization located in Fauquier County that uses certain real estate it owns for charitable purposes, and that its application for exemption from taxation on that real estate used for charitable purposes should be granted; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 14<sup>th</sup> day of December 2023, That the real estate owned by The Cortona Foundation and used for charitable purposes, be, and is hereby, designated exempt from taxation; and, be it

ORDAINED FURTHER, That the continuance of this exemption shall be contingent upon the continued use of the real estate in accordance with the purpose for which The Cortona Foundation has been designated tax exempt.

A Copy Teste

Janelle J. Downes, County Administrator Clerk to the Board of Supervisors

#### RESOLUTION

# A RESOLUTION DIRECTING THE COUNTY ADMINISTRATOR TO SCHEDULE A PUBLIC HEARING TO CONSIDER A TAX EXEMPTION REQUEST OF THE CORTONA FOUNDATION

WHEREAS, The Cortona Foundation is a nonprofit organization owning real estate and personal property in Fauquier County that uses such property for charitable, historical, and cultural purposes; and

WHEREAS, The Cortona Foundation requested exemption from Fauquier County real estate and personal property taxes in order to permit it to better use its financial resources for charitable, historical, and cultural purposes; and

WHEREAS, prior to granting exemption from local property tax to a nonprofit organization that uses its property for such purposes, the Board of Supervisors must conduct a public hearing and adopt an ordinance designating the organization's property tax exempt; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 9<sup>th</sup> day of November 2022, That the County Administrator be, and is hereby, directed to schedule a public hearing to consider the request of The Cortona Foundation to designate its real estate and personal property as tax exempt.

A Copy Teste

Janelle J. Downes, County Administrator
Clark to the Poard of Sypervisors

Clerk to the Board of Supervisors



## COUNTY OF FAUQUIER

POST OFFICE BOX 149 WARRENTON, VA. 20188-0149

## ERIC J. MAYBACH

COMMISSIONER OF THE REVENUE

www.fauquiercounty.gov



#### **MEMORANDUM**

TO: Tracy Gallehr, County Attorney

FROM: Eric J. Maybach, Commissioner of the Revenue

DATE: November 30, 2023

SUBJECT: Tax Exemption Designation Request:

The Cortona Foundation

19 Winchester Street, Warrenton, VA 20186

Pin(s): 6984-43-3019-000

"The Cortona Foundation" submitted an application package seeking real estate property exemptions as a "Virginia non-stock, non-profit corporation formed for religious, charitable, historical and cultural purposes" as set forth in Article X, Section 6(a)(6) of the Constitution of Virginia. The intent of the organization is to provide support to underprivileged single mothers by facilitating critical home renovations and financial aid support.

Section 58.1-3651 of the *Code of Virginia*, 1950, as amended, governs the requirements for entities seeking to have tax-exempt status granted to real or personal property owned by that entity. That section grants the Board of Supervisors the authority to designate as tax exempt that real and personal property owned by organizations, which use it exclusively for religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purposes.

Based on the intended use of the facility and as outlined in the application, I find that "The Cortona Foundation" meets the eligibility requirements for real estate tax exemption consideration. There are no tax implications since the parcel was previously owned by a tax-exempt entity. If is it the will of the Board, "The Cortona Foundation" may be granted tax exemption as requested beginning January 1, 2024.

#### Tax Summary:

<b>Property Type</b>	Identification	Assessment	Tax	SWM Fee	Total
Real Estate	6984-43-3019-000	\$624,400.00	\$5638.33	n/a	\$5638.33

#### **COUNTY OF FAUQUIER, VIRGINIA**

Eric J. Maybach Commissioner of the Revenue P.O. Box 149, Warrenton, VA 20188 Tel: (540) 422-8149 Fax: (540) 422-8159



## <u>APPLICATION FOR PROPERTY TAX EXEMPTION - INSTRUCTIONS</u>

This application is for use by nonprofit organizations seeking an exemption from taxes on property used for religious, charitable, patriotic, historical, benevolent, cultural, or public park and playground purposes only. Confidential taxpayer information provided as part of this application is not open for public inspection.

This application must be completed in its entirety, and all supporting documents must be attached, in order for it to be accepted and processed. All delinquent taxes must be paid timely and in full before this application will be accepted. Portions of the application that are not applicable should be completed as "Not Applicable." Return the completed application along with the supporting documents to the Commissioner of the Revenue (Commissioner) at the address above. As part of the application review, it may be necessary to request and review additional records. Failure to answer all questions and/or provide required documentation may result in a delay in processing the application. The application must be signed by a duly authorized officer, director, or member who is knowledgeable as to the organization's activities and operations, and who can attest to the accuracy of the information provided.

Applications that are not eligible for property tax exemption by *classification* pursuant to § 58.1-3600 *et seq.* of the Code of Virginia will be forwarded to the Fauquier County Board of Supervisors (Board) for consideration for exemption by *designation*. The Board then must authorize a public hearing wherein it will consider whether to adopt an ordinance granting the tax-exempt designation and allow citizen input. A notice advertising the Board's intent to consider the ordinance at public hearing must be published in a newspaper of general circulation in Fauquier County. The organization will be required to pay the costs of advertising. Upon receipt of the invoice from the newspaper, a request for payment will be sent to the organization. Payment in full within thirty (30) days of the date of the request is required.

Typically, tax exempt applications take twelve (12) weeks to process. Therefore, applicants are advised to plan submission of their applications accordingly to ensure that the Board can hear and decide their applications well in advance of tax-day, which is January 1. Having a knowledgeable representative from the organization present at the Board's agenda review when the ordinance is introduced and at the Board's public hearing to answer questions is encouraged.

If the Board adopts the ordinance designating the property tax exempt, the exemption will be effective on January 1 of the following tax year. Continuance of the exemption depends on the continued use of the property in accordance with the purpose for which the organization is classified or designated tax exempt. The organization must re-file this application every three (3) years and maintain tax-exempt use of its property classified or designated as exempt to retain tax-exempt status with Fauquier County.

The Board's designation of the organization's property as tax exempt does not remove its obligations to continue filing tax returns and paying tax bills for previously assessed taxes timely and in full.

If you have any questions regarding the *Application for Property Tax Exemption* process, please call the Commissioner's Office at (540) 422-8149.



### **COUNTY OF FAUQUIER, VIRGINIA**

Eric J. Maybach Commissioner of the Revenue P.O. Box 149, Warrenton, VA 20188 Tel: (540) 422-8149 Fax: (540) 422-8159



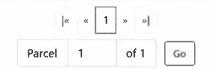
## **APPLICATION FOR PROPERTY TAX EXEMPTION**

Before proceeding, note that applications can only be processed on accounts that are paid in full (no outstanding balance). Carefully review and complete each section, writing "n/a" (not applicable) if a specific question does not apply.

Organization Name:					Federal ID #:						
The Cortona Foundation					88-4006396						
Address:					E	mail:					
19 Winchester St. Warrenton	ı, Va. 201	86			pa	aul@coi	rtona	afoundat	ion.org		
Contact Name and Title:					PI	none Nu	mbe	r:			
Paul Mooney					5	40-272-	295	6			
Parcel Identification Number (PIN	<b>V)</b> :							tion Bega	n July 1	25, 202	22
6984-43-3019-000					١٩	perations	s in i	Fauquier:	July	20, 202	
Type of Tax-Exemption Requeste	ed: 🗹	Real				Persona	al			□ Re	eal and Personal
Non-profit status (select one):		3enevolent	1		ď	Charital	ble		•	□ Ci	ultural
		Historical		1 Patriotic		Public F	arks	s/Playgro	ınds	□ Re	eligious
Select the incorporated town whe the organization is located (if applicable) *:	<b>z</b>	Town of Re Town of Th Town of Wa	e Pl	lains	*If a town is selected, the applicant must seek tax-exempt status from that town to be exempt from town taxes.						
What is the organization's nonpro Provide support to underserved single significantly to their socioeconomic we	e mothers by ell-being and	facilitating of facilitating of facilitating and facilitating facilita	envi	ironment condu	ıcive	to the nut	<u>turing</u>				contributing
Describe the services provided to Underprivileged single mother			•			-		and final	ncial aid.		
What is the organization's federal	l tax desigr	nation?	ZÍ:	501(c)(3)	⊐50	1(c)(4)		501(c)(6)	□501	(c)(7)	□ Other:
Please complete the following organization for which Fauquie	sections or County	for all R	eal ax e	Estate, Tan xemption is	gibl sou	e Perso ight.	nal	Property	, and/or	Vehicl	es owned by the
REAL ESTATE- *Attach docum	entation su	pporting tl	he da	ate the prope	rty b	egan bei	ing u	ised exclu	sively for	nonpro	ofit purposes.
Parcel Identification No	umber (PIN	I)		Propert	y Ad	ldress		Dat	e*	U:	se of Property
6984-43-3019-000			7	79 E. Lee St. Wa	rrento	on, Va. 201	186	09/01/202		aid single mo events.	thers in need and for community
<del></del>			+				$\dashv$				
<del></del> .			+								
TANGIBLE PERSONAL PROducte the property began being use	PERTY- (	Computer e	equi <sub>l</sub> profi	pment, furniti it purposes.	ıre a Atta	nd fixtur	es, e onal	etc.) *Attac sheets as	ch docum needed.	entation	n supporting the
Description Location as of Jan. 1st.			Year Acquire				Cost	Date*		Use of Property	
n/a											
			-								
			-		$\dashv$						
			1								

Vehicle Identification	ch additional sh Year	Purchase	Vehicle	Vehicle	from the star of		1	
Number (VIN)	Acquired	Price	Year	Make	Jurisdiction where vehicle is normall		Is the ve	
					garaged or parke		exclusive organiza	
				1	garaged or parke	٩	nonprofit	
							□ Yes	purpose
							□ Yes	<u> </u>
Ph. Market St.							a Voc	_ A
Please list salaries or of and indicate the three h	ignest pald ell	ipioyees.		y the orga	nization's officers	, directors, and	board me	mbers
COMPENSATION- Attac	ch additional sh	eets as need						
		-	Title			Annual Compe	nsation	· ·
								.,
							<del></del>	· · · · · · · · · · · · · · · · · · ·
PROVIDED SERVICES	- Please describ	e and attach	additional s	sheets as no	eded.			
Does the organization eng	age in any activ	ities unrelate	ed to the nu	rnoco for u	high it was satablis			
	, , , , , , , , , ,		od to the pu	ipose ioi vi	HIGH IT WAS ESTABLIS	ieu r	□Yes	Ø N
Does the organization prov	vide services ex	clusively to F	auquier Co	unty reside	ents?		□Yes	₽ N
							10763	IN 140
Is the real and/or personal	property reque	sted for exer	nption curre	ently used f	or a tax-exempt pur	pose?	⊠ Yes	
Describe how the real and/	or personal pro	perty is curre	ently used.		• •	•	M 162	□ <i>1</i> Vi
			<del></del>					<del></del>
REQUIRED DOCUM	ENTATION (	CHECKLI	ST					
he following checklist of				annline	ion Diseas inclus	la manuella caracteria		
oversheets that correspo	and with each	document a	s indicated	l below:	ion. Please includ	re numbered, s	eparate	
Document 1- A current of County personal property	copy of the Fau y tax return for a	quier County all personal p	assessme property ow	nt record fo	r all real estate and organization.	a current copy	of the Fauq	uier
Document 2- A copy of Service ("IRS") for 8 501						8 - 41 - 1 A		
Service ("IRS") for § 5016 Exemption Status Determ	(c) tax-exempt s	status, togeth	ner with cop	ies of all re	sponses from the If	on to the internaces, including th	al Revenue e IRS Tax	
Document 3- IRS Forms	990/990T for t	wo (2) prior y	rears. n/A					
Document 4- A description	on of how the re	eal and/or pe	rsonal prop	erty will be	used in the future.	- SEE ARTILLS	of inclarm	NW.

<b>\</b>	Document 6- A list of nar	mes and addresses of the current	officers and directors of the organization	on. M
	<u>Document 7</u> - A Certificate certificates, if any, filed by	te of Good Standing from the Virgir y the organization with either the S	nia State Corporation Commission and tate Corporation Commission or the Fa	l a copy of all fictitious name auquier County Circuit Court.
☑́	organization inure. The lis		ing a list of the individuals or entity to vecentage of the net earnings inuring to earnings and employee.	
Q/	Document 9- A copy of the	he current articles of incorporation	and bylaws of the organization.	
ď		lawfully discriminates on the basis	nization indicating whether the organiz of religious conviction, race, color, sex	
<b>'</b>	license for serving alcohol		nization indicating whether a current a the Board of Directors of the Virginia A	
U'	majority of the organizatio	on's activity, and that no substantia	nization affirming that tax-exempt actival part of the activities of the organization or any political campai	on involves carrying on
		ne organization's minutes, bylaws, uthorized by the organization to sig	resolution, or other documentation when the sapplication.	ich serves as evidence that
<b>√</b>	Document 14- A list of loa	calities in Virginia where the organ	nization has been designated or receive	ed a property tax exemption.
			_ARATION	
i	n this application since it m	nay affect the property's tax status	sioner of the Revenue of any change in s. I agree to notify the Office of the Co property after the submission of this ap	ommissioner of the Revenue if
			and in full before this application will beceives the tax exemption it seeks in t	
		nization must re-file this applicatio exempt to retain tax-exempt status	n every three (3) years and maintain s with Fauquier County.	tax-exempt use of its property
	understand that if the Boar 1st of the following tax year.		ng the property tax exempt, the exempt	ion will be effective on January
		this application on behalf of the org	e true, complete, and correct to the beganization.  Paul W Mooney	st of my knowledge and belief,
	Authorized Signatory for On		nted Name	Date
_	,			
		OFFIC	CE USE ONLY	
	C.O.R. Date Received		C.O.R. Date Reviewed:	
	B.O.S. Date Forwarded:		Disposition Date:	
	Public Hearing Date:		Laserfische Scanned/ Copies to R.E./T.O.	



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#### Parcel Detail for PIN 6984-43-3019-000

Street Address: 79 E LEE ST

**Legal Description:** 

#### **Current Assessment Summary**

Improvements Value	Land Value	Deferment	Total Taxable Value	
\$146,300	\$478,100	\$0	\$624,400	

Parcel Improvements Land Transfers

Owners: THE CORTONA FOUNDATION

Subdivision:
Map Sheet: 6984.14

Landscape: GOOD

Road Type: PAVED

Topography: ON GRADE

ROLLING

**Book/Page** 1751/467 DEED OF GIFT

& Instrument :
Ancestors :

Mailing Address: 19 WINCHESTER ST

WARRENTON, VA 20186

Neighborhood:

Neighborhood Group: 0006

Tax District : CENTER-WARRENTON

Class: COMMERCIAL AND INDUSTRIAL

**Acreage:** 0.2438

Utilities: PUBLIC WATER

View 1 more

Zoning: CENTRAL BUSINESS DISTRICT

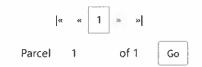
**Descendents:** 

Transfer Notes: 1997-TO TUFTS, SS BY RT/ SURV-MAXIMILIAN DEC'D 10/96-DB 481/129 - WB 193/1485 1998-FR TUFTS, SALLY S DB 793/983 2007-FR TUFTS LLC - DB 1201/2426 2020-FR DIXON, BARRY D TEE & SOLE MEMBER OF THE OLD CHURCH LLC - DB 1607/978 2024-FR GUADALUPE INC - DB 1751/467

**PUBLIC SEWER** 

#### **Land Conservation Easement Summary**

Purchase of Development Rights	County of Fauquier	<b>Open Space Easement</b>	Other



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#### Parcel Detail for PIN 6984-43-3019-000

Street Address: 79 E LEE ST

**Legal Description**:

#### **Current Assessment Summary**

Improvements Value

Land Value

Deferment

**Total Taxable Value** 

\$146,300

\$478,100

\$0

\$624,400

Parcel

**Improvements** 

Land **Transfers** 

#### **Improvement Value Summary**

**Total Improvements** 

Improvement Value

3

\$146,300

#### **Detail - Improvements**

**Building Use:** 

**Valuation Method:** 

Structure:

Improvement Value:

COMMERCIAL

COMMERCIAL

1 STY BRICK BLDG

\$48,600

Valuation Method

COMMERCIAL

**Depreciation Factors** 

Physical %

70

Expand all

Functional % Economic %

**Other Factors** 

Market Adj.

% Complete

100

\$48,600

**Improvement Value** 

**Building Use:** COMMERCIAL

**Condition:** Grade: Stories: Year Built:

**Effective Year:** 

Rooms: Bedrooms: Full Baths:

Half Baths:

**AVERAGE** 

В

1.0 1905

1965

2

Structure	:	1 STY BRICK BLDG	
Occupano	y:	EXEMPT	
Heating T	ype:	GAS FORCED AIR	
Heating F	uel :	GAS	
Roof Style		GABLE	
Roof Mat		METAL	
Foundatio		BRICK	
% Air Con	ditioned :	100	
Fireplace			
Chimney			
Style :			
Quality:			
Fireplace			
Floor Cov		WOOD	
Interior W		PLASTER	
Exterior V	Vall :	BRICK	
Building 5	Sections	Square Fe	et Stories
MASONR	Y WAREHOUSE/SHOP	280	08 2.0
MASONR	Y WAREHOUSE/SHOP	43	32 1.0
2.	Building Use:	COMMERCIAL	_
٤.	Valuation Method:	COMMERCIAL	
	Structure:	2 STY BRICK COMM.BLDG.	
	Improvement Value:	\$56,900	
Valuatio	n Method	COMMERCIAL	
			49
Deprecia	ation Factors	Physical %	49
		Functional %	
		Economic %	
Other Fa	ectors	Market Adj.	
		% Complete	100
Improve	ment Value		\$56,900
		CONTRACTOCIAL	
Building t		COMMERCIAL	
Condition	) <b>:</b>	AVERAGE	
Grade:		C	
Stories:		2.0	
Year Built		1909	
Effective '	Year:	1976	
Rooms :			
Bedroom:			
Full Baths			
Half Bath	s :	4	

2 STY BRICK COMM.BLDG.

COMMERCIAL

Structure:

Occupancy:

Heating <sup>*</sup>	Туре :	GAS FORCED AIR	
Heating I	Fuel:	GAS	
Roof Styl	e:	GABLE	
Roof Mat	terial :	ASPHALT	
Foundati	on:	BRICK	
% Air Co	nditioned :		
Fireplace	Opens:		
Chimney	Stacks:		
Style :			
Quality :			
Fireplace	Types:		
Floor Cov	ver:	CARPET	
		VINYL	
Interior \	Walls:	DRYWALL	
		PLASTER	
Exterior	Wall:	BRICK	
Building	Sections	Square Feet	Stories
OFFICE E	BLDG-BRICK	1232	2.0
OPEN PO	ORCH	48	1.0
3.	Building Use:	COMMERCIAL	-
	Valuation Method:	COMMERCIAL	
	Structure:	1.5 STY BRICK COMM BLD	
	Improvement Value:	\$40,800	
Valuati	on Method	COMMERCI	AL
Deprec	ciation Factors	Physical %	70
		Functional %	
		Economic %	
Other I	Factors	Market Adj.	
		% Complete	100
Improv	vement Value		\$40,800
Building		COMMERCIAL	
Conditio	en:	FAIR	
Grade:		B 1.5	
Stories :		1909	
Year Buil		1960	
Effective		1300	
Rooms : Bedroon			
Full Bath			
Half Bat		2	
Structur		1.5 STY BRICK COMM BLD	
Occupar	ncy :	COMMERCIAL	

Heating Type : GAS FORCED AIR Heating Fuel: GAS GABLE Roof Style: **ASPHALT Roof Material:** BRICK Foundation: 100 % Air Conditioned : Fireplace Opens: Chimney Stacks: Style: Quality: Fireplace Types: WOOD Floor Cover: DRYWALL Interior Walls:

**Exterior Wall:** 

Building Sections	Square Feet	Stories
MASONRY WAREHOUSE/SHOP	2436	1.5
MASONRY WAREHOUSE/SHOP	60	1.0
UNF WALK-DWN BSM	742	

BRICK

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## Back to List (/Results?page=1)

## Parcel Detail for PIN 6984-43-3019-000

Street Address: 79 E LEE ST

**Legal Description**:

**Total Value** 

#### **Current Assessment Summary**

	Improvements Value		Land Value	Deferment	Total Taxable Value	
	\$146,300		\$478,100 \$0		\$624,400	
Parcel	Improvements	Land	Transfers			
				Land Valuatio	n Summary	
Segmo	ents					1
Acrea	ge					0.0000
Total '	Value					\$478,100
Defer	ment					\$0
Taxab	le Value					\$478,100
				Detail - S	egment	
Segme	ent Type				MISC	ELLANEOUS
Valuat	tion Method				BY THE	SQUARE FOOT
Acrea	ge					0.0000
Sq. Ft.	•					10624.00
Unit p	orice					\$45
Adj. C	ode and %					
Zone	Class					

\$478,100

# ARTICLES OF INCORPORATION OF THE CORTONA FOUNDATION

TO:

THE DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS ("DCRA") CORPORATIONSDIVISION P.O. BOX 92300 WASHINGTON, D.C. 20090

We, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the DISTRICT OF COLUMBIA NON-PROFIT CORPORATION ACT (D.C. Code, 2013 edition, Title 29, Chapter 4), adopt the following Articles of Incorporation:

FIRST: The name of the corporation is The Cortona Foundation (the

"Corporation").

**SECOND:** The period of its duration is Perpetual.

TIDRD:

(A) The Corporation is organized and will be operated exclusively for the purposes set forth in § 501(c)(3) of the Internal Revenue Code of 1986 (as the same may be amended or replaced, the "Code"), or corresponding provisions of any subsequent federal tax law, namely, for religious, charitable, educational and scientific purposes, and does not contemplate pecuniary gain or profit, incidental or otherwise. In particular, without limiting the foregoing, the Corporation is organized:

- (1) To provide residential construction services to help disadvantaged individuals, to include, but not limited to, single mothers, single fathers, single parents, low-income families;
- (2) To conduct or carry on any activities permitted to be conducted or carried on by an organization exempt under § 50I(c)(3) of the Code.
- (B) The foregoing enumeration of the purposes and powers of the Corporation is made in furtherance, and not in limitation, of the powers conferred the Corporation by the laws of the District of Columbia, except as the same may be limited by § 501(c)(3) of the Code.
- (C) Notwithstanding any other provision of the Articles, the Corporation shall not engage directly or indirectly in any activity which would prevent it from qualifying, and continuing to qualify, as a corporation described in

Section 501(c)(3) of the Code, or as a corporation contribution to which are deductible under Section 170(c)(2) of the Code. No substantial part of the activities of the Corporation shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided in Section 501(h) of the Code), and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

FOURTH:

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

**FIFTH:** The Corporation shall not have members.

SIXTH: The Corporation is organized on a non-stock basis and hasno authority to issue

capital stock.

SEVENTH: Appointment of directors will be done by vote of the existing directors. The

regulation of the internal affairs of the Corporation will be governed by its directors and by officers appointed by the directors. The dissolution or final liquidation of the Corporation can be accomplished by a vote by the board of the

directors at which time the remaining assets of the corporation shall be

distributed.

**EIGHTH:** Initial registered agent:

Registered Agents, Inc. 1717 N Street NW

Suite 1

Washington, D.C. 20036

NINTH: The number of directors constituting the initial board of directors is one (3). The

name and addresses are as follows:

1. Paul Mooney 182 Erin Dr.

Warrenton, VA 20186

2. Daniel Koehr 19 Winchester

Warrenton, VA 20186

Commo Eva - 04-17-21

2

Hortencia Torres
 803 West Broad St.
 Falls Church, VA 22046

**TENTH:** The name and addresses of the incorporator is as follows:

Hortencia Torres, Esq. 803 West Broad St. Suite 750 Falls Church, Virginia 22046

ELEVENTH: Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated

STATE OF VIRGINIA COUNTY OF *FAIR FAX* 

The foregoing instrument was acknowledged before me this\_

2022 (date) by HORTENCIA TOROS.

exclusively for such purposes.

\_\_\_\_\_\_

Notary Public:

Printed Name:

My Commission/Expires:



#### GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS CORPORATIONS DIVISION



THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this *CERTIFICATE OF INCORPORATION* is hereby issued to:

The Cortona Foundation

Effective Date: 7/25/2022

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 7/26/2022 1:12 PM



Muriel Bowser Mayor

Tracking #: hKzVr1WB

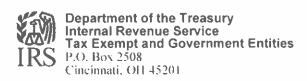
Business and Professional Licensing Administration

Josef G. Gasimov

Josef G. Gasimov

Superintendent of Corporation

Superintendent of Corporations, Corporations Division



THE CORTONA FOUNDATION PO BOX 3041 WARRENTON, VA 20188 Date: 09/13/2022 Employer ID number: 88-4006396 Person to contact: Name: Customer Service ID number: 31954 Telephone 877-829-5500 Accounting period ending: December 31 Form 990-PF required: Yes Effective date of exemption: July 25, 2022 Addendum applies: No DLN: 26053650002182

#### Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely.

Stephen A. Martin

Director, Exempt Organizations Rulings and Agreements

replace o marline

This Lease Agreement made the  day of  Aug		LEASE AGREEMENT
Cortona Foundation, of 19 Winchester St, Warrenton, VA 20186, hereafter referred to as "Lessor", an The Laetare Center, of #210 Tawes III. Marginal Vadoress.  Hereafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:  I. Property: The Lessor agrees to lease to the Lessee the old rectory building (exclusive of the old church and parish hall buildings) located at 79 E Lee Street, Warrenton, Virginia, referred to as the Rectory, hereinafter known as the "Premises".  II. Period of Tenancy: The term of this Lease shall be for a period of one (1) year commencing on the #2 day of #2023 and expiring at midnight on the #2 day of #2024 ("initial term").  Hease Payments: The net monthly payments shall be #2020.00, payable monthly with the first payment due on the #2 day of *2023, and each monthly installment payable thereafter on the 1st day of each month. Said net monthly payment is hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.  IV. Operations: The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: a Montessori school. Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.  V. Renewal Rights: This Lease is renewable without any obligation on either the part of the Lessor or Lessee, on terms that are to be discussed within the two-month period ending (end of "initial term"). If either the Lessor or Lessee with	This Less	
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		to terminate, for any reason, in their absolute discretion, notice of termination shall
be given in writing not later than (two months prior to end of the "initial		be given in writing not later than (two months prior to end of the "initial

term"). A separate addendum shall be executed, setting forth the terms of renewal,

no later than \_\_\_\_\_ (end of "initial term").

VI. Expenses: It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease". The Lessor shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The sidewalks and entrances shall be maintained by the Lessor including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain at their own casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Lessee will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million dollars (\$1,000,000.00), that will designate the Lessor as an "also named insured" and shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease. The graveled area toward the rear shall not be used for parking, except for staff. Lessor shall not be responsible for snow removal in the graveled area.

The Lessee is responsible for janitorial services, internet access and WiFi is desired.

Insurance. Lessee shall maintain, at all times during the term of this Lease, comprehensive general liability insurance in an insurance company licenses to do business in Virginia in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than One Million and 00/100 Dollars (\$1,000,000.00) for injury to or One Million and 00/100 Dollars (\$1,000,000.00) death of persons and One Million and 00/100 Dollars (\$1,000,000.00) for property damage. During the term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming the Lessor and Lessor's mortgages, if any, as additional insured.

VII. Security Deposit: In addition to the above, a deposit in the amount of \_\_\_\_\_ shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of

No secuity Deposit June

the terms and conditions of the Lease. The security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

VIII. Leasehold improvements: The Lessee agrees that no leasehold improvements, afterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold premises. Leasehold improvements shall be at the expense of the Lessee, unless otherwise agreed in writing.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through who, the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstances shall the Lessee be construed to be the agent, employee or representative of the Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

IX. Licenses & Permits: A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

X. Obligations of Lessee: The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules, regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employee, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of the lease, and in the renewal thereof, at its sole expense, keep the interior of the premises in as good a condition and repair as it is at the date of this lease, reasonable wear and use excepted. This obligation would include obligation to replace any plate glass damage as a result of the neglect or acts of lessee or her guests or invitees. Furthermore, the lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authority and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any,

which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

- XI. Insurance: In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, lessor may, but shall not be required to, obtain the same and charge the lessee for same as additional rent. Furthermore, lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by lessee, then lessee shall pay to lessor, upon demand, such increase in insurance premium as shall be caused by said use or lessee's proportionate share of any such increase.
- XII. **Sublet/Assignment**: The Lessee may not transfer or assign this lease, or any right or interest hereunder or sublet said leased premises or any part thereof without first obtaining the prior written consent and approval of the lessor.
- XIII. Damage to Leased Premises: In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of lessee and which precludes or adversely affects the lessee's occupancy of the premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased premises have been rendered unfit for use and occupation by the lessee and until the demised premises have been put in a condition at the expense of the lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the premises that in no event shall the lessor's obligation to restore, replace, or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to the damages.
- XIV. **Default & Possession:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for

a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property. equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than fifteen (15) days after due date shall accrue a payment penalty of one of the following:

 Late fee of One Hundred Fifty and 00/100 Dollars (\$150.00) per month until the amount is paid in full.

- In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.
- XV. Indemnification: The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.
- XVI. Bankruptcy Insolvency: The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.
- XVII. Subordination & Attornment: Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not

be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby. Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

#### XVIII. Miscellaneous Terms:

- a. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- b. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the Town of Warrenton. Because the property is in the Historical District, all signs must be approved by the Town Architectural Review Board. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or

policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

- c. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- d. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.
- e. Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.
- XIX. Estoppel Certificate: Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there

exists any default by Lessor under this Lease and, if so, specifying each such default.

- XX. Holdover: Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.
- XXI. Waiver: Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.
- XXII. Governing Law: This Lease shall be governed by the laws of the state of Virginia.
- XXIII. Notices: Payments and notices shall be addressed to the following:

Lessor: The Cortona Foundation
19 Winchester St
Warrenton, VA 20186
Lessee:

- XXIV. **Amendment:** No amendment of this lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.
- XXV. **Binding Effect:** This lease and any amendments thereto shall be binding upon the lessor and the lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties her 2023	reto set their hands and seal this $25^{th}$ day of $8$
Lessee's Signature  Lessor's Signature  Janhury	Printed Name  Tennifer Cluetkenieger  Printed Name  Paul W. Mooney
proved to me through government issued	Foundation, Lessor, of this lease agreement who photo identification to be the above-named person in ent and acknowledge that he executed the same as his  Christin Victorial Parker  Notary Public  My commission expired: 04-30-210
who proved to me through government is	t:

#### Document 4:

A description of how the real and/or personal property will be used in the future.

The Cortona Foundation and the parcel 6984-43-3019-000 will be used as a tax-exempt facility to provide support to underserved single mothers by facilitating crucial home renovations and offering monetary assistance, thereby contributing significantly to their socioeconomic well-being and creating an environment conducive to the nurturing and raising of their children.

Paul Mooney, Director

#### Document 10:

A statement signed by an officer of the organization indicating whether the organization has any rule, regulation, policy, or practice that unlawfully discriminates on the basis of religious conviction, race, color, sex, sexual orientation, gender identity, or national origin.

The Cortona Foundation has no rules, regulations, policies or practices that unlawfully discriminate on the basis of religious ganviction, race, color, sex, sexual orientation, gender identity, or national origin.

Paul Mooney, Director

## Document 11:

A statement signed by an officer of the organization indicating whether a current annual alcoholic beverage license for serving alcoholic beverages has been issued by the Board of Directors of the Virginia Alcoholic Beverage Control Authority to the organization for use on its property.

The Cortona Foundation does not serve alcoholic beverages nor has an alcoholic beverage license issued by the Board of Directors of the Virginia Alcoholic Beverage Control Authority to the organization for use on its property.

Paul Mooney, Director

#### Document 12:

A statement signed by an officer of the organization indicating whether a substantial part of the activities of the organization involves carrying on propaganda, or otherwise attempting to influence legislation and whether the organization participates in, or intervenes in, any political campaign on behalf of any candidate for public office.

The Cortona Foundation is not involved in any activities or is an organization that is affiliated with propaganda, or otherwise attempting to influence legislation and whether the organization participates in, or intervenes in, any political campaign on behalf of any candidate for public office.

Paul Mooney, Director