

**COMPREHENSIVE AGREEMENT**

by and between

the **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY,**

and

**ONE UNIVERSITY DEVELOPMENT PARTNERS, LLC, Developer**

**FAIRFAX COUNTY, VIRGINIA  
TAX MAP 57-3 ((1)), PARCELS 11A and 11B; and TAX MAP 57-4 ((1)) PARCEL 2B**

**Dated as of \_\_\_\_\_, 2019**

## COMPREHENSIVE AGREEMENT

THIS **COMPREHENSIVE AGREEMENT** (this “**Agreement**”) is made and entered into as of this [\_\_\_\_ day of \_\_\_\_\_, 2019] (the “**Effective Date**”), by and among the **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “**FCRHA**”), and **ONE UNIVERSITY DEVELOPMENT PARTNERS, LLC**, a Virginia limited liability company (“**ONE UNIVERSITY**,” and together with the FCRHA, collectively, the “**Parties**”).

### RECITALS:

I. The FCRHA is the fee simple owner of an approximately 10.8348-acre tract of land in Fairfax County, Virginia, having the Fairfax County Tax Map Section 57-3 ((1)) Parcels 11A and 11B, and Tax Map Section 57-4 ((1)) Parcel 2B, which land is comprised of (a) the Robinson Square community, which occupies approximately 6.2889 of the 10.8348 acres, and consists of 46 townhouse-style family units (the “**Existing RAD Units**”), (b) the FCRHA office building, which occupies approximately 2.152 acres of the 10.8348 acres, and (c) an approximately 2.3939-acre unimproved tract of land, all of which is described on the attached **Exhibit A** (collectively, the “**Property**”).

II. In July of 2017, the Purchasing Agent of the Fairfax County Department of Purchasing and Supply Management (“**Purchasing Agent**”) received, on behalf of the FCRHA, an unsolicited proposal from One University under the Public Private Education Facilities and Infrastructure Act of 2002, as amended, Virginia Code Ann.§§ 56-575.1 to 575.16 (such law, the “**PPEA**”) proposing to redevelop the Property as a mixed income, affordable housing and market rate student housing community comprised of multifamily apartments. The Property’s location and its proximity to George Mason University lends itself to the development of both affordable and student housing.

III. In accordance with the PPEA and the FCRHA PPEA guidelines, the Purchasing Agent issued a “Request for Competing Proposals” in September of 2017 (the “**RCP**”). The RCP included criteria calling for, among other things, creation of additional affordable housing consistent with the Housing Blueprint including affordable senior housing, providing revenue to the FCRHA through long term ground leases, including residential relocation plan for current residents as well as providing on-site or off-site solutions to accommodate certain existing uses, implementation of a comprehensive community outreach strategy, and addressing current transportation issues. Upon evaluation of the responses to the RCP, One University’s proposal, which may be viewed at the Fairfax County DPSM - PPEA Opportunities web site, <https://www.fairfaxcounty.gov/procurement/ppea>, was selected.

IV. The proposed development is anticipated to be a mix of “purpose-built” multifamily dwelling units in three buildings each on separate portions of the Property (collectively, the “**Ground Lease Premises**”), which will be subject to long-term ground leases (collectively, the “**Ground Leases**”) as follows:

A. One (1) building consisting of up to 333 units designed specifically as student housing (“**Student Housing**”).

B. One (1) building consisting of 120 units, inclusive of the Existing RAD Units, designed as affordable to families with incomes of not more than 60% of the area median gross income (“**Affordable Housing – Family**”).

C. One (1) building consisting of 120 senior living dwelling units for residents aged 62 and above, also designed as affordable to such families with incomes of not more than 60% of the area median gross income (“**Affordable Housing – Senior**”). The Affordable Housing – Senior, the Student Housing, and the Affordable Housing – Family, may each be referred to in this Agreement as a “**Development Type**”.

V. The FCRHA and One University envision three separate sets of real estate acquisition documents: a contract to lease with an option to lease for the Student Housing; a contract to lease with an option to lease for the Affordable Housing – Family; and a contract to lease with an option to lease for the Affordable Housing – Senior.

VI. The Parties also intend to construct a meeting space to be housed within the Affordable Housing – Family (the “**Meeting Space Facility**”). The development of the Meeting Space Facility and the three Development Types, along with related surface and deck parking (the “**Parking Spaces**”), on the Ground Lease Premises shall collectively be referred to as the “**Project**”.

VII. On November 11, 2018, the FCRHA and One University entered into an Interim Agreement, which allowed One University to access the Property and perform due diligence with regard to the Project, as well as pursue the necessary Land Use Entitlement Approvals (as defined therein) necessary to continue with the proposed development.

VIII. The Parties have now negotiated this comprehensive agreement consistent with the PPEA and the RCP, the terms and conditions of which are set forth herein.

IX. Having considered this Agreement and other information, the FCRHA has determined that the Project be completed pursuant to this Agreement, and that this Agreement and the Project serve the public purpose of the PPEA under the criteria of Va. Code § 56-575.4C.

**NOW, THEREFORE**, in consideration of the mutual promises in this Agreement, and other valuable consideration, the receipt and legal sufficiency of which are acknowledged, the Parties agree as follows:

1. The foregoing recitals are hereby incorporated by this reference as if fully set forth herein.

2. The Parties agree that the Project shall be constructed, operated, maintained, managed, leased (as applicable), and owned (as applicable) pursuant to, among other things, written agreements to be executed by one or more of the FCRHA, One University, or their respective permitted subsidiaries, affiliates and/or successors, as applicable, including, without limitation, the following written documents, each of which shall be substantially in the same form as attached hereto:

a. Three contracts to ground lease (one for each Development Type), by and between the FCRHA and affiliates or subsidiaries of One University, the forms of each of which are attached to hereto as **Exhibits B-1 through B-3** (collectively, the “**Contracts to Ground Lease**”, and each, a “**Contract to Ground Lease**”);

b. Three deeds of lease (one for each Development Type), by and between the FCRHA, as landlord, and affiliates or subsidiaries of One University, as tenant, the forms of each of which are attached hereto as **Exhibits C-1 through C-3** (collectively, the “**Ground Leases**”, and each, a “**Ground Lease**”);

c. Two options to lease (one for Affordable Housing – Family and one for Affordable Housing – Senior), by and between the FCRHA and affiliates or subsidiaries of One University, the forms of each of which are attached hereto as **Exhibits D-1 and D-2** (collectively, the “**Options**”, and each, an “**Option**”);

d. Three payment and performance guaranties (one for each Development Type), each executed by guarantor entities acceptable to the FCRHA, the forms of each of which are attached hereto as **Exhibits E-1 through E-3** (collectively, the “**Payment and Performance Guaranties**”, and each, a “**Payment and Performance Guaranty**”).

3. One University has certain obligations with regard to the relocation of the current residents in the Existing RAD Units and the relocation of certain Fairfax County Department of Housing & Community Development (“**DHCD**”) offices located on the Property, as follows:

a. The residents in the Existing Robinson Square RAD Units will be relocated off-site during construction of the Affordable Housing – Family and, at their option, be moved back into the Affordable Housing – Family upon completion of construction. The relocation and return of the residents will be accomplished pursuant to the terms and conditions of a Relocation Plan that will be finalized in early 2020, subject to approval by DHCD. One University will be responsible for all costs associated with the residents’ relocation and return. The Relocation Plan will address the respective responsibilities of the Student Housing developer and the Affordable Housing developer and the allocation of costs between them.

b. The DHCD office for the Property Improvement and Maintenance Division and the Home Repair for the Elderly Program will be relocated off-site. One University will provide advisory services to DHCD to help identify several currently available off-site relocation opportunities. In addition, One University will help identify movers, propose timeframes for the moves, and coordinate the provision of boxes and moving supplies, if necessary. DHCD staff will ultimately select the relocation site, negotiate all rental terms, and execute all rental agreements. DHCD will be responsible for all costs associated with the office relocation. General space requirements, which are subject to change pursuant to DHCD requirements, are as follows:

- i. PIMD Offices: Up to 8,000 square feet of offices space for approximately 30 employees managing public housing and related issues.
- ii. Maintenance Division: Approximately 1,500 square feet of conditioned space.

iii. Home Repair for the Elderly Facility: Approximately 1,500 square feet of conditioned space.

4. Miscellaneous

a. Amendments. The terms of this Agreement may be amended or otherwise modified only by a written instrument duly executed by the Parties.

b. Choice of Law. This Agreement and any dispute, controversy or proceeding arising out of or relating to this Agreement (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia.

c. Venue. All claims and litigation arising out of or related to this Agreement must be brought and resolved in the courts of the Commonwealth of Virginia located in the County of Fairfax, Virginia or U.S. District Court for the Eastern District of Virginia, Alexandria Division.

d. Waiver. No waiver of any breach of this Agreement will be deemed a waiver of any preceding or succeeding breach under this Agreement or any other agreement. No extension of time for the performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act.

e. Severability. If any provision of this Agreement or its application to any party or circumstances is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

f. Counterparts. This Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

*(Remainder of Page Blank; Signatures Follow)*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above-written.

**FCRHA:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Signatures Continue of Next Page)*

**ONE UNIVERSITY:**

**ONE UNIVERSITY DEVELOPMENT  
PARTNERS, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Exhibits Follow)*

## EXHIBIT A

### Property Description

All that certain land situate in the County of Fairfax, Virginia, and more particularly described as follows:

#### Parcel One:

BEGINNING at a point in the northerly line of The Land of George Mason University, said point being a southeasterly corner of Alfred Mickelson Subdivision; thence departing the northerly line of George Mason University and running with southeasterly and southerly lines of Alfred Michelson Subdivision and continuing with the southerly line of The Land of Jones N 54° 21' 17" E 360.97 feet to a point and S 64° 46' 48" E 781.32 feet to a point; thence departing the southerly line of Jones and running through the land of the Fairfax County Redevelopment and Housing Authority S 25° 13' 12" W 315.07 feet to a point in the aforementioned northerly line of The Land of George Mason University; thence running with the northerly line of George Mason University N 64° 47' 38" W 957.07 feet to the point of beginning containing 6.289 acres, more or less.

#### Parcel Two:

Beginning at an iron pipe found on the westerly right-of-way line of or road route 123, (variable width), said point also being a northeasterly property corner of the now or formerly Fairfax County Redevelopment and Housing Authority and being 56.00 feet± in a northerly direction from an iron rod found on the northerly right-of-way line of university drive. Said point also being a northeasterly property corner of the now or formerly Fairfax County Redevelopment and Housing Authority, thence n72°12'16" w 602.14 feet departing the westerly right-of-way line of ox road and running with the now or formerly Fairfax County Redevelopment and Housing Authority properties. Passing through and iron pipe found at 601.50 feet to a point at a southwesterly property corner of the now or formerly the Johnson A. Edosonwan LLC property, thence with the southerly property lines of the now or formerly the Johnson A. Edosonwan LLC properties the following courses and distances:

N22°29'14" E 73.27 feet to an iron pipe set;

N69°30'35" E 289.00 feet to an iron pipe found at a southwesterly property corner of the now or formerly Johnson A. Edosonwan property;

Thence with the now or formerly Johnson A. Edosonwan properties the following courses and distances:

N88°39'46" E 100.97 feet to a point;

S10°42'02" E 213.90 feet with the westerly property line of the now or formerly Johnson A. Edosonwan property and continuing with the now or formerly trustees for the Bibleway Church property to an iron pipe found at the southwesterly property corner of the now or formerly trustees for the Bibleway Church property;



Thence N84°38'58" E 173.72 feet with the southerly property line of the now or formerly trustees for the Bibleway Church property to an iron pipe set on the westerly right-of-way line of Ox Road - Route 123, (Variable width), thence with the westerly right-of-way line of Ox Road the following courses and distances:

S05° 21'41" W 3.50 feet to a VDOT monument found;

S13°48'33" W 162.49 feet to the point of beginning and containing 104.280 square feet or 2.39393 acres of land, more or less.

Parcel Three:

Description of One University Plaza located in Fairfax, Virginia, consisting of an approximately 2.1520 acre portion of land of the Fairfax County Redevelopment and Housing Authority described as follows:

Parcel B as shown on a plat entitled "Subdivision Plat of a 8.995 Acre Parcel Plat of Correction" recorded with Corrected Deed of Dedication and Subdivision in Deed Book 5479, page 1986 among the land records of Fairfax County, Virginia.

**EXHIBIT B-1**

**Contract to Ground Lease (Student Housing)**

*(See Attached)*

**EXHIBIT B-2**

**Contract to Ground Lease (Affordable Housing – Family)**

*(See Attached)*

**EXHIBIT B-3**

**Contract to Ground Lease (Affordable Housing – Senior)**

*(See Attached)*

**EXHIBIT C-1**

**Deed of Lease (Student Housing)**

*(See Attached)*

**EXHIBIT C-2**

**Deed of Lease (Affordable Housing – Family)**

*(See Attached)*

**EXHIBIT C-3**

**Deed of Lease (Affordable Housing – Senior)**

*(See Attached)*

**EXHIBIT D-1**

**Option to Lease (Affordable Housing – Family)**

*(See Attached)*



**EXHIBIT D-2**

**Option to Lease (Affordable Housing – Senior)**

*(See Attached)*

**EXHIBIT E-1**

**Payment and Performance Guaranty (Student Housing)**

*(See Attached)*

**EXHIBIT E-2**

**Payment and Performance Guaranty (Affordable Housing – Family)**

*(See Attached)*

**EXHIBIT E-3**

**Payment and Performance Guaranty (Affordable Housing – Senior)**

*(See Attached)*