

**INTERIM AGREEMENT
(Franconia Government Center Redevelopment)**

THIS INTERIM AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2023 (the “**Effective Date**”), by and between (i) the **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “**FCRHA**”), and (ii) **SCG DEVELOPMENT PARTNERS, LLC.**, a Virginia limited liability company, on behalf of itself and its partners, Good Shepherd Housing and Family Services, Inc., a Virginia corporation, and NFP Affordable Housing Corp., a Virginia corporation (the “**Developer**,” and together with the FCRHA, are all collectively, the “**Parties**”).

RECITALS

R-1. The FCRHA is the fee simple owner of a certain 3.26-acre of land consisting of five adjacent properties, tax map IDs 0813 05 0003A, 0813 05 0002A, 0813 05 0002B, 0813 05 0002C1, and 0813 08 0503 and being further described on Exhibit A attached hereto and made a part hereof (the “**Property**”) which Property is located at 6121 Franconia Road in the Franconia Magisterial District and is currently the site of the Franconia Government Center. The Property was transferred from the Board of Supervisors of Fairfax County (“**Board**”) to the FCRHA on April 25, 2022 to construct affordable housing, but subject to the rights of the Board to continue all of its uses (“**Public Uses**”) on the Property until such time as the Board vacates the site as set forth in a Memorandum of Understanding between the Board and the FCRHA dated October 24, 2021 and attached hereto as Exhibit B (the “**MOU**”).

R-2. In March 2022, the Fairfax County Department of Purchasing and Supply Management (“**Purchasing Agent**”) issued a “Request for Proposals” (the “**RFP**”) pursuant to provisions of the Public Private Education Facilities and Infrastructure Act of 2002, as amended, Virginia Code Ann. §§ 56-575.1 to 575.16 and the guidelines adopted with respect thereto (collectively, the “**PPEA**”). The RFP to construct affordable housing on the Property included the following evaluation criteria: financial feasibility, affordability, design and development, community outreach, finance plan and transaction structure, accessibility, public benefit, offeror qualifications, and commitment to use FCRHA bond financing.

R-3. In April 2022, the Purchasing Agent received responses to the RFP proposing to construct affordable housing on the Property.

R-4. The Selection Advisory Committee under the RFP (the “**SAC**”) evaluated all of the proposals and determined it advisable to enter into negotiations with the Developer as the highest ranked offeror. The FCRHA intends to commence negotiations with the Developer for the redevelopment of the Property.

R-5. The Developer’s proposed development is anticipated to provide for construction of approximately 120 independent housing units for low and moderate income persons in one building with both surface and structured parking, approximately 25 units set aside for the County Magnet Housing program, and approximately 6,000 square feet of interior space designated for community uses (the “**Project**”).

R-6. In recognition of the complexity of the proposed Project at the Property and the need to commence certain design and zoning related work promptly in order to meet the March 2025 deadline established by the Virginia Housing and Development Authority for low-income housing tax credit application submission, the Parties wish to begin the process for zoning and land use approvals prior to execution of a final agreement for the proposed Project.

R-7. Notwithstanding that the parties do not have a final agreement regarding the Project and with full recognition that the Parties may be unsuccessful in concluding a final agreement regarding the Project, the FCRHA has agreed to allow the Developer the right, at the Developer’s sole risk and expense, to access the Property and to pursue the Land Use Approvals (as defined herein) with respect to the Property and the Project in accordance with the terms hereof, including the terms of the MOU.

NOW, THEREFORE, in consideration of the Recitals, which are hereby incorporated into this Agreement by reference, 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. Term of Agreement. This Agreement will commence on the Effective Date and, unless otherwise terminated in accordance with the terms of Section 4 below, will terminate upon the execution by the Parties hereto of a comprehensive agreement for the Development (“**Comprehensive Agreement**”) in accordance with the terms of the PPEA, unless otherwise terminated by the FCRHA.

2. Community Outreach.

a. From and after the Effective Date, the Developer, working in close coordination with the FCRHA and the Franconia District Supervisor’s office, will develop a comprehensive community outreach program to engage community stakeholders including, but not limited to, residents in surrounding neighborhoods, nearby Home-owners Associations (HOAs), and local civic organizations. The Community Outreach Program will identify the strategy for engaging community stakeholders, identify the specific actions to be undertaken by the Developer to implement such strategy, and include a schedule for undertaking such actions.

b. The Community Outreach Program will provide for community outreach sessions that are flexible in format, including a mix of both virtual and in-person meetings. To the extent reasonably required to ensure meaningful participation by residents within the community, translation and/or interpretation services shall be provided by the Developer as needed. The Developer will prepare presentations, lead outreach sessions in coordination with the FCRHA, and include relevant development team subject matter experts to participate as needed.

c. The Community Outreach Program will provide for community outreach and stakeholder engagement sessions to begin prior to filing a zoning application and to continue through the Land Use Approvals process, design, permitting, and construction.

d. The Developer acknowledges and agrees that the Developer will not file a rezoning application until after the Developer has completed initial community outreach efforts in coordination with the FCRHA, in accordance with the Community Outreach Program.

3. Designation of the Developer as Agent.

a. The FCRHA hereby designates the Developer as its agent for the limited purpose of pursuing the Land Use Approvals with respect to the Property and the Project, subject to the terms and conditions set forth in this Agreement including the applicable provisions of the MOU, and the Developer hereby accepts such designation and agrees to be bound by the terms of this Agreement including the terms of the MOU.

b. The FCRHA agrees that the Developer, as the FCRHA's agent, is authorized to commence land use planning, design, and other work activities necessary to pursue a Comprehensive Plan amendment and to file a rezoning application, as well as such other land use applications as the Parties mutually deem appropriate, with respect to the Property and the Project (the "**Land Use Approvals**").

c. The Developer hereby acknowledges and agrees that the agency created hereby is temporary and will immediately terminate upon any termination of this Agreement in accordance with the terms of Section 5 below. Upon such termination of the agency created hereby, the Developer will immediately cease all work with respect to the Land Use Approvals and, thereafter, the Developer will have no further duty, obligation, or right to pursue the Land Use Approvals on behalf of the County.

4. Agreement Regarding Land Use Approval Process.

a. The Developer will consult and coordinate with the FCRHA designated PPEA review and negotiation team (the "**PPEA Team**") regarding the design of the Project and regarding all submissions to be made in connection with the Land Use Approvals. Unless otherwise waived or modified in writing by the FCRHA, or its designee, the Developer will provide the PPEA Team a copy of all submissions to be made in connection with the Land Use Approvals for the PPEA Team's review and approval a minimum of ten (10) business days prior to the Developer's anticipated filing with or submission of the same to the applicable governmental agencies. Approval of such submission will be in the PPEA Team's discretion; provided, however, that the PPEA Team's approval of any and all such submissions will not be unreasonably withheld on the basis of County comments that do not reasonably reflect refinement of the scope and substance of prior approved submissions. If the PPEA Team fails to notify the Developer in writing of either its approval or disapproval of any such submissions within ten (10) business days after its receipt of the request from the Developer, then the Developer may proceed with the submission; however, such submission will not be deemed to be approved by the PPEA Team. Any PPEA Team approval of submissions by the Developer will

be in the PPEA Team's capacity as an advisory body to the FCRHA as land owner, and will not be construed to imply approval by the Fairfax County, nor will it be construed as requiring any future approvals by the FCRHA.

b. The FCRHA will reasonably cooperate with the Developer in the pursuit of the Land Use Approvals.

c. It is further acknowledged and understood that the Land Use Approvals will require the execution of proffered conditions and concurrence with development conditions by the Developer and FCRHA. The Developer and the FCRHA will consult and coordinate as to the substance of such proffered conditions and development conditions. The FCRHA's approval and execution of proffered conditions will be in the FCRHA's reasonable discretion; provided, that the Developer will be solely responsible for all compliance with such proffered conditions if it proceeds with the Project.

d. In performing its obligations hereunder, the Developer will at all times comply with, and cause its submissions in connection with the Land Use Approvals to comply with Fairfax County requirements in its governmental and regulatory capacity and the requirements of this Agreement.

e. The Developer will be responsible for all costs associated with the Land Use Approvals and the FCRHA will not be obligated to reimburse the Developer for any costs associated with the Land Use Approvals. Upon any termination of this Agreement pursuant to Section 5(c), the Developer will (i) assign all of its rights and interests (if any) in and to any obtained Land Use Approvals, and deliver originals or copies of any and all other publicly-available documents related to the same to the FCRHA, and (ii) assign to the FCRHA all of its rights and interests to, and provide and deliver to the FCRHA, any and all publicly-submitted work product produced by the Developer and its contractors and consultants associated with the Land Use Approvals and the Project, together with any third-party consents necessary therefor (collectively, the foregoing will be referred to as the "**Work Product**")

f. During the term of this Agreement, the Developer and its agents may access the Property as permitted and in accordance with the MOU upon reasonable prior notice to the FCRHA and the Fairfax County Facilities Management Department ("FMD") for purposes of conducting engineering studies, including surveying, soil core samples, traffic counts, and otherwise as may be reasonably necessary to perform its obligations hereunder. The Developer, at its own expense, will restore to its original condition, as nearly as possible, any land that is disturbed by the Developer through any work carried out under this Agreement. The Developer will promptly clean up mud, dirt, and debris on the Property resulting from the Developer's activities. If a spill or dumping of materials occurs, the Developer will immediately clean up the materials. It is understood however that any drilling of test borings will generate spoils which may be reused to backfill the drill holes. Any equipment used, installed, or stored at the Property by or on behalf of the Developer will be at the Developer's sole risk. Any equipment left on the Property overnight must be properly secured from vandalism. The Developer will be responsible for compliance with all applicable laws, regulations, and any environmental impact assessment requirements. The FCRHA and FMD will have the right to

have agents of the FCRHA and FMD accompany the Developer on the Property. The Developer's access to conduct the foregoing investigations will be between the hours of 8:00 a.m. and 5:00 p.m. on weekdays, excluding County holidays. The Developer will notify and coordinate access with:

Mohammed Abdel-Kariem
Fairfax County Department of Housing and Community Development
(703) 324-5249
Mohammedalkhatim.Abel-Kariem@fairfaxcounty.gov.

and

Michael P. Lambert
Fairfax County Facilities Management Department
(703) 324-2825
Michael.lambert@fairfaxcounty.gov

5. Termination.

a. The FCRHA may terminate the agency granted to the Developer, at any time and for any reason. The FCRHA will give written notice to the Developer if the FCRHA elects to terminate this Agreement whereon this Agreement will immediately terminate except for the Developer's obligations with regard to the indemnification set forth in Section 7.

b. If the Parties are unable to reach agreement upon the terms and conditions of the Comprehensive Agreement by 11:59 p.m. eastern time on February 28, 2024 (or such later date as may be mutually agreed upon, in writing, by the Parties), this Agreement will automatically terminate as of such date and the parties hereto will have no further rights or obligations hereunder except for the Developer's obligations with regard to the indemnification set forth in Section 7.

c. The Developer may also terminate this Agreement at an earlier date if it reasonably determines that the Project is infeasible. Thereafter, the Parties hereto will have no further rights or obligations hereunder, except for the Developer obligations with regard to the Work Product, as described in Section 4(e) and the indemnification set forth in Section 7.

6. Insurance. The Developer will maintain a commercial general liability insurance policy insuring the FCRHA, its agents, contractors, subcontractors, and invitees against any liability arising out of the Developer's activities under this Agreement. The insurance will be maintained for personal injury and property damage liability adequate to protect the FCRHA and Fairfax County against liability for injury or death of any person in connection with the Land Use Approvals or the use, operation and condition of the property, in an amount not less than one million dollars (\$1,000,000) per occurrence but with such other provisions as may be required by FMD. Prior to entering the Property, the Developer will provide the FCRHA and FMD a Certificate of Insurance evidencing this insurance and showing the FCRHA and Fairfax County as additional insureds.

7. Indemnification. The Developer will indemnify and save harmless the FCRHA, its officers, employees and invitees and the Board, its officers and employees from and against any claims, loss, cost, damages, or liability of any kind caused by the Developer, its agents, contractors, subcontractors, or invitees, in connection with the work performed under this Agreement, or failure to perform such work, including without limitation the obligations set forth in Section 4(f). This provision will survive the termination of this Agreement.

8. MOU Requirements. The Developer understands and agrees that the FCRHA is limited to its rights to the Property as set forth in the MOU, including without limitation that the Board, including FMD, will have the unfettered right to continue operations of the Public Uses without interference from the FCRHA or any persons or entities acting as agents or invitees of the FCRHA, including the Developer. The Property will not be available for the FCRHA to grant any leasehold interest to Property that will allow access to the Property until FMD has confirmed that it no longer needs the Property for the Public Uses and that it has vacated the Property, all in accordance with the MOU. Notwithstanding anything in the MOU to the contrary, FCHRA and FMD, as applicable, and not the Developer, shall be responsible for all costs associated with the relocation of the Public Uses as contemplated by the MOU.

9. Miscellaneous.

a. The FCRHA and the Developer will continue to negotiate certain other documents necessary to complete the Comprehensive Agreement and to effectuate the Project.

b. An "Assignment" means (i) any assignment, in whole or in part, by Developer of its right or interest in this Agreement, or (ii) any direct or indirect change in control of Developer, in both cases whether voluntary, by operation of law, or otherwise. An Assignment will be void without the prior written consent of the FCRHA, which it may grant in its sole and absolute discretion. In all events, any assignment must provide assurances to the FCRHA that the assignor or assignors, as the case may be, will have adequate financial resources to pursue the Project and to satisfy all indemnities and guaranties as may be required by the FCRHA.

c. 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.

d. Should any provision of this Agreement require judicial interpretation, the Parties hereby agree and stipulate that the court interpreting or considering same will not apply the presumption that the terms hereof will be more strictly construed against a Party by reason of any rule or conclusion of law that a document should be construed more strictly against the Party who itself or through its agents prepared the same, it being agreed that all Parties hereto have participated in the preparation of this Agreement and that each Party had full opportunity to consult legal counsel of its choice before its execution of this Agreement.

e. This Agreement may be executed in two or more counterparts, each of which will constitute one and the same instrument. This Agreement may be executed as facsimile or .pdf originals, and each copy of this Agreement bearing the facsimile or .pdf transmitted signature of any party's authorized representative shall be deemed to be an original.

f. No person or other entity will be a third-party beneficiary of this Agreement, except Fairfax County and its officers and employees.

g. The execution and delivery of this Agreement by SCG Development Partners, LLC on behalf of itself and Good Shepherd Housing and Family Services, Inc. and NFP Affordable Housing Corp., have been duly and validly approved by all necessary corporate or other applicable action of the Developer, and no other proceedings on the part of the Developer are necessary to approve this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

FCRHA:

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

By: _____
Thomas E. Fleetwood, Assistant Secretary

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

DEVELOPER:

SCG DEVELOPMENT PARTNERS, LLC,
a Virginia limited liability company

By: _____

Name:

Title:

EXHIBIT A – PROPERTY DESCRIPTION

Two parcels of real property situated in Fairfax County and being described as follows:

Tax Map #081-3-05-0002A:

All of that certain parcel of land known as Lot Two-A, Section Two, Franconia Hills, being a part of Lot Two, Section Two, Franconia Hills, as the same appears on a plat attached to a Deed of Dedication recorded in Deed Book B-10 at Page 464, of the land records of Fairfax County, Virginia, and more particularly described as follows:

Beginning at a point in the southerly line of Franconia Road, Route No. 644, 50' wide, said point being the northeasterly corner of Lot 3 of the aforesaid Section Two, Franconia Hills, thence running with the southerly line of Franconia Road N. 82° 15' 10" E. 100.00' to a point; thence S. 06° 59' 40" E. passing thru an iron pipe at 15.00', said pipe marking the northwesterly corner of Lot Two-B, of a resubdivision of part of Lot 2, Section 2, Franconia Hills as the same is shown on a plat attached to a Deed of Resubdivision recorded in Deed Book 2997 at Page 513 of the aforesaid land records, and continuing along the westerly lines of Lot Two-B and Lot Two-C of said resubdivision of a part of Lot Two, a total distance of 462. 78' to an iron pipe, said pipe marking the southwesterly corner of said Lot Two-C and lying in the northerly line of Lot 503 of the Division of a portion of Original Lot 15 and Original Lot 19, Section Two, Franconia Hills; thence running with said northerly line of Lot 503, N. 83° 47' 30" W. 102.71' to an iron pipe, said pipe marking a corner common to Lot 503, Lot 14 and Lot 3 of Section Two, Franconia Hills; thence running with the easterly line of Lot 3, N. 06° 59' 40" W. 438.00' to the point of beginning and containing 1.03390 acres of land, more or less. Said land is further shown on a plat attached to Deed made by Elmer P. Thompson, C.L.S. and captioned "Plat Showing Lot 2A of the Resubdivision of Lot 2, Section Two, Franconia Hills recorded in Deed Book 4045 at Page 505, of the aforesaid land records.

LESS AND EXCEPT the portion of Lots 2A and 2B conveyed to the Commonwealth of Virginia in Deed Book 4310 at Page 511, of the aforesaid land records.

Tax Map #081-3-05-0002B:

All of that certain parcel of land known as Lot Two-B (2-B), a part of the resubdivision of part of Lot 2, Section 2, Franconia Hills, as the same appears on a plat attached to a Deed of Dedication recorded in Deed Book B-10 at Page 464, of the land records of Fairfax County, Virginia, and more particularly described as follows:

BEGINNING at an iron pipe set in the southerly line of Franconia Road (Route No. 644), 40 feet from centerline and said point being in the westerly line of Lot 1, Section 2, FRANCONIA HILLS; thence departing from said road and running along a portion of said Lot 1, & Outlot 1B, S. 06° 59' 40" E. 267.12 feet to an iron pipe; thence along the northerly line of Lot 2C, Section 2, FRANCONIA HILLS, N. 83° 47' 30" W. 102.72 feet to an iron pipe found in the easterly line of Lot 2A, Section 2, FRANCONIA HILLS; thence along said line N. 06° 59' 40" W. 242.35 feet to an iron pipe set in the southerly line of Franconia Road; thence along said line N. 82° 15' 10" E. 100.00 feet to the point of beginning and containing 25,473 square feet of land, more or less.

LESS AND EXCEPT the portion of Lots 2A and 2B conveyed to the Commonwealth of Virginia in Deed Book 4310 at Page 511, of the aforesaid land records.

Tax Map #081-3-05-0002CI:

BEGINNING at a point in the southerly line of Franconia Road, Route 644, 50 feet wide, said point being the front corner common to Lots I and 2 of Section 2, FRANCONIA HILLS, as recorded among the Land Records of Fairfax County, Virginia, thence departing from said southerly line of Franconia Road and running along a portion of the easterly boundary of Lot 2, Section 2, FRANCONIA HILLS, S. 6° 59' 40" E. 282.12 feet to a point; thence running S. 6° 12' 30" W. 200 feet to a point; thence departing from said easterly line and running with the northerly line of Lot 503N. 83° 47' 30" W. 55.80 feet to a point; thence through Lot 2 N. 6° 59' 40" W. 462.78 to a point in the aforesaid southerly line of Franconia Road, thence running along said southerly line of Franconia Road N. 82° 15' 10" E. 100.01 feet to the point of beginning and containing 0.9831 acres of land, more or less.

LESS AND EXCEPT all of that certain parcel of land known as Lot Two-B (2-B), a part of the resubdivision of part of Lot 2, Section 2, Franconia Hills, by Deed of Resubdivision recorded in Deed Book 2997 at Page 513, of the aforesaid land records, and more particularly described as follows:

BEGINNING at an iron pipe set in the southerly line of Franconia Road, (Route No. 644), 40 feet from centerline and said point being in the westerly line of Lot 1, Section 2, FRANCONIA HILLS; thence departing from said road and running along a portion of said Lot 1, and Outlot IB, S. 6° 59' 40" E. 267.12 feet to an iron pipe; thence along the northerly line of Lot 2C, Section 2, FRANCONIA HILLS, N. 83° 47' 30" W. 102.72 feet to an iron pipe found in the easterly line of Lot 2A, Section 2, FRANCONIA HILLS; thence along said line N. 6° 59' 40" W. 242.35 feet to an iron pipe set in the southerly line of Franconia Road; thence along said line N. 82° 15' 10" E. 100.00 feet to the point of beginning and containing 25,473 square feet of land, more or less.

Tax Map #081-3-05-0003A:

Lots Two (2) and Three (3), Section Two (2), FRANCONIA HILLS, as the same appears duly dedicated, platted and recorded in Deed Book B-10 at Page 464, among the land records of Fairfax County, Virginia. Less and Except those parcels conveyed at Deed Book U-11 at Page 329, in Deed Book H-12, at Page 37, in Deed Book 1336 at Page 368 and in Deed Book 4045 at Page 505, containing approximately 0.933988 acres of ground, more or less. Also Less and Except the portion thereof conveyed to the Commonwealth of Virginia containing 3,560 square feet, more or less, taken for widening of Franconia Road, recorded in Deed Book 4181 at Page 407.

Tax Map #081-3-08-0503:

BEGINNING at a point, said point being the northeast corner of Lot 15-A of Section Two, Franconia Hills, and in the line of Lot 14, thence departing from said corner and running with Lot 14 N. 47° 49' 30" E., 104.99 feet to a point, said point being the most easterly corner of Lot 14, the southeast corner of Lot 3-A, and the southwest corner of Lot 2-A; thence departing from said corner and running with Lot 2-A and Lot 2-C N. 86° 04' 10" E., 158.51 feet to a point, said point being the southeast corner of Lot 2-C, the southwest corner of Lot 21 and the northwest corner of Lot 20-A; thence departing from said corner and running with Lot 20-A S. 3° 55' 50" E., 77.49 feet to a point, said point being the southwest corner of Lot 20-A and the northwest corner of Nelson Lane (16 foot wide); thence departing from said corner and running with Nelson Lane S. 22° 38' 50" W., 16.05 feet to a point, said point being the southwest corner of

Nelson Lane and a corner of Lot 502; thence departing from said corner and running with Lot 502 S. 65° 30' 50" W., 93.78 feet to a point, said point being a corner of Lot 502 and on a cul-de-sac street; thence departing from said corner and running with a curve to the left having a radius of 50.00 feet, arc of 126.16 feet and a chord of 95.26 feet bearing S. 83° 13' 51" W. to a point, said point being in the easterly line of Lot 15-A; thence departing from said point and running with Lot 15-AN. 42° 10' 30" W., 82.12 feet to the point of beginning, containing 22,048 square feet or 0.50615 acres of land, more or less. The property hereon described is as shown as Lot 503 on plat "showing a division of a portion of original Lot 15 and a portion of original Lot 19, Section Two, Franconia Hills" attached to Deed of Dedication recorded in Deed Book 694 at Page 459, among the land records of Fairfax County, Virginia. AND BEING that property acquired by Deed recorded in Deed Book 3497 at Page 59, by Deed recorded in Deed Book 4045 at Page 505, by Deed recorded in Deed Book 6143 at Page 110, by Deed recorded in Deed Book 7756 at Page 1646, and by Deed recorded in Deed Book 7756 at Page 1649.

EXHIBIT B – MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
(Franconia Governmental Center Transfer to Fairfax County Redevelopment and
Housing Authority)
by and among
Fairfax County Department of Housing and Community Development
and
Fairfax County Facilities Management Department

10/24/2021 | 07:11:33 PDT

This Memorandum of Understanding (“MOU”) is made as of October __, 2021 (“Effective Date”), by and among (i) the Fairfax County Department of Housing and Community Development (“HCD”), as staff for the Fairfax County Redevelopment and Housing Authority (“FCRHA”), and (ii) the Fairfax County Facilities Management Department (“FMD”), as staff for the Board of Supervisors of Fairfax County, Virginia (“Board”) (collectively, HCD, the FCRHA, FMD, and the Board are referred to as the “Parties”).

RECITALS

R-1 The Board is the owner of five parcels of land located at 6121 Franconia Road and identified as Tax Map Nos. 0813 05 0002A, 0002B, 0002C1, and 0003A, and Tax Map No. 0813 08 0503 consisting of approximately 3.25 acres, with an approximately 25,800 square foot building (the “Property”). The Property is currently used as the Lee District Supervisor’s Office, the Franconia Police Station, and the Franconia Museum. The Board also leases a part of the building for a library and active adult center.

R-2 FMD has determined that the building on the Property is obsolete, has an interior layout that is not suited for police operations, and has insufficient available parking for the existing public uses at the facility (collectively, the current uses are referred to herein as the “Franconia Public Uses”). Accordingly, the Board intends to relocate the existing facilities that are housed at the Property to a new governmental complex in Kingstowne, including the library and active adult center, as well as a new childcare facility and community meetings rooms (“Kingstowne Governmental Center”).

R-3 The FCHRA is interested in acquiring the Property to expand its affordable housing portfolio by developing the Property as affordable housing, likely in collaboration with a private developer pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002, as amended. The new multi-unit structure would be restricted to individuals with low to moderate income (“Franconia Affordable Housing Development”).

R-4 The Board supports the Franconia Affordable Housing Development and on March 9, 2021, following a public hearing, the Board agreed to transfer the Property to the FCRHA, but subject to the requirement that the FCRHA only allow the Property to be used for affordable housing, and also subject to the terms of this MOU that will enable the Board to continue the its current Franconia Public Uses at the Property after the conveyance

to the FCRHA for so long as the Board determines necessary to fully relocate all such uses to the Kingstowne Government Center.

NOW, THEREFORE, in consideration of the mutual desire of the Parties to support additional affordable rental housing in Fairfax County, while maintaining the uninterrupted continuity of the Franconia Public Uses for the benefit of the residents of Fairfax County, Virginia, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated into this MOU and will have the same effect as if they had been set forth in their entirety in this Paragraph 1
2. Term of MOU. This MOU will commence as of the Effective Date and will continue in effect until such time as the Franconia Public Uses on Property are relocated to the Kingstowne Government Center, as evidenced by a written notice from FMD to HCD.
3. Maintenance by FMD. FMD will be responsible for maintenance of the Property and operation of the Franconia Public Uses until such time as all the existing Franconia Public Uses have been relocated to the Kingstowne Government Center, or otherwise transferred off Property to another location. FMD will give written notice to HCD confirming that the Board has relocated the Franconia Public Uses and has vacated the Property. Following notice to HCD that FMD no longer has a need for the Property for the Franconia Public Uses, FMD and the Board will no longer have any financial responsibilities regarding the Property, and all expenses of the Property and its development will be solely the responsibility of HCD and the FCRHA.
4. HCD and FCRHA Limitation on Rights to the Property Prior to Relocation of Franconia Public Uses. Until FMD relocates the Franconia Public Uses, FMD will have the unfettered right to continue operations of the Franconia Public Uses without any interference from HCD, the FCRHA, or any persons or entities acting as agents or invitees of HCD or the FCRHA. HCD will have the right to pursue land use entitlements for affordable housing on the Property, provided that any such entitlements that could in any manner interfere with the current Franconia Public Uses will not become effective until the Board has completed the relocation of the Franconia Public Uses. HCD and its agents and invitees will only be permitted on the Property with the prior approval of FMD, and then only in a manner that will in no way interfere with the Franconia Public Uses.
5. Notices. Any notice which the Parties desire or may be required to give under this MOU will be in writing delivered to the following addresses. Notices will be deemed effective when received.

If to FMD or the Board:

Fairfax County Facilities Management Department
12000 Government Center Parkway, Suite 424
Fairfax, Virginia 22035
Attention: Michael Lambert

If to HCD or the FCRHA:

Fairfax County Department of Housing and Community
Development
3700 Pender Drive, Suite 300
Fairfax, Virginia 22030
Attention: Thomas E. Fleetwood, Director


6. Appropriations. Any and all of FMD's or the Board's financial obligations under this MOU are subject to appropriations by the Board to satisfy payment of such obligations.
7. Counterparts. This MOU may be executed in two or more counterparts, each of which will constitute one and the same instrument. This MOU may be executed as facsimile or .pdf originals, and each copy of this MOU bearing the facsimile or .pdf transmitted signature of any party's authorized representative will be deemed to be an original.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

HCD:

FAIRFAX COUNTY DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT, as staff to the Fairfax County Redevelopment and Housing Authority

By:  _____
Thomas E. Fleetwood, Director

[Signatures continue on following page]

FMD:

FAIRFAX COUNTY FACILITIES MANAGEMENT DEPARTMENT

DocuSigned by:
By: Jose Comayagua
7D4CF8CA7340450
Jose A. Comayagua, Director