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**Exhibit A**

Landmark Mall

[See attached.]



PLANNERS  
ENGINEERS  
LANDSCAPE  
ARCHITECTS  
LAND  
SURVEYORS

**Description of the Lands Of  
Landmark Mall L.L.C.  
Parcel B-2  
Instrument 000007614  
Lot 501  
Instrument 170000324  
Lot 500 and Lot 502  
Deed Book 1720 at Page 1762  
And  
Seritage SRC Finance LLC  
Instrument 150011927  
City Of Alexandria, VA**

Beginning at a point on the southwesterly corner of the land of Combined Van Dorn Towers, LLC, as recorded in Instrument 190016436 among the land records of the City of Alexandria, VA; Said point also being on the westerly right-of-way of North Van Dorn Street, a variable width right-of-way; Thence departing the land of said Combined Van Dorn Towers, LLC and running with said North Van Dorn Street;

468.83 feet along the arc of a curve to the left having a radius of 898.89 feet and subtended by a chord bearing South 07°34'42" East a distance of 463.54 feet to a point;

South 22°31'14" East a distance of 4.34 feet to a point;

699.67 feet along the arc of a curve to the right having a radius of 714.22 feet and subtended by a chord bearing South 05°32'41" West a distance of 672.03 feet to an iron pipe found;

South 37°04'34" West a distance of 90.16 feet to a concrete monument found;

South 44°09'27" West a distance of 119.69 feet to a point to a concrete monument found;

144.40 feet along the arc of a curve to the right having a radius of 291.56 feet and subtended by a chord bearing South 58°20'45" West a distance of 142.93 feet to a concrete marker found on the northerly right-of-way line of Duke Street, Virginia State Route 236, a variable width right-of-way; Thence departing said North Van Dorn Street and running with said Duke Street;

141.68 feet along the arc of a reverse curve to the left having a radius of 1512.69 feet and subtended by a chord bearing South 87°02'47" West a distance of 141.63 feet to a point;



South 86°05'08" West a distance of 694.45 feet to a point;

317.24 feet along the arc of a curve to the right having a radius of 1400.00 feet and subtended by a chord bearing North 87°25'22" West a distance of 316.56 feet to a point;

North 80°55'52" West a distance of 180.07 feet to a point;

283.79 feet along the arc of a curve to the right having a radius of 350.00 feet and subtended by a chord bearing North 57°42'15" West a distance of 276.08 feet to a point;

North 34°28'32" West a distance of 154.97 feet to a concrete monument found on the southerly right-of-way line of Henry G. Shirley Memorial Highway, Interstate Highway 395, a variable width limited access highway; Thence departing said Duke Street and running with said Henry G. Shirley Memorial Highway;

413.23 feet along the arc of a curve to the right having a radius of 450.00 feet and subtended by a chord bearing North 27°10'28" East a distance of 398.86 feet to a concrete monument found;

North 53°28'53" East a distance of 221.61 feet to a point;

North 56°03'08" East a distance of 95.82 feet to a point;

North 53°09'18" East a distance of 338.60 feet to a point;

North 56°26'03" East a distance of 294.13 feet to a point;

622.78 feet along the arc of a curve to the left having a radius of 10000.00 feet and subtended by a chord bearing North 57°02'00" East a distance of 622.68 feet to a point;

North 51°36'25" East a distance of 133.19 feet to a concrete monument found;

North 31°28'43" East a distance of 140.72 feet to a concrete monument found;

North 43°10'11" East a distance of 124.06 feet to an iron pipe found on the westerly line of the land of the aforementioned Combined Van Dorn Towers, LLC; Thence running with the land of said Combined Van Dorn Towers, LLC;

South 21°18'19" East a distance of 467.89 feet to the point of beginning and containing an area of 2,241,873 square feet or 51.4663 acres, more or less.

**Exhibit A-1**

Legal Description of HHC Member Property

[See attached.]



PLANNERS  
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LANDSCAPE  
ARCHITECTS  
LAND  
SURVEYORS

**Description of the Lands Of  
Landmark Mall L.L.C.  
Parcel B-2  
Instrument 000007614  
Lot 501  
Instrument 170000324  
Lot 500 and Lot 502  
Deed Book 1720 at Page 1762  
City Of Alexandria, VA**

Beginning at a point on the southwesterly corner of the land of Combined Van Dorn Towers, LLC, as recorded in Instrument 190016436 among the land records of the City of Alexandria, VA; Said point also being on the westerly right-of-way of North Van Dorn Street, a variable width right-of-way; Thence departing the land of said Combined Van Dorn Towers, LLC and running with said North Van Dorn Street;

468.83 feet along the arc of a curve to the left having a radius of 898.89 feet and subtended by a chord bearing South 07°34'42" East a distance of 463.54 feet to a point;

South 22°31'14" East a distance of 4.34 feet to a point;

699.67 feet along the arc of a curve to the right having a radius of 714.22 feet and subtended by a chord bearing South 05°32'41" West a distance of 672.03 feet to an iron pipe found;

South 37°04'34" West a distance of 90.16 feet to a concrete monument found;

South 44°09'27" West a distance of 119.69 feet to a concrete monument found;

144.40 feet along the arc of a curve to the right having a radius of 291.56 feet and subtended by a chord bearing South 58°20'45" West a distance of 142.93 feet to a concrete monument found on the northerly right-of-way line of Duke Street, Virginia State Route 236, a variable width right-of-way; Thence departing said North Van Dorn Street and running with said Duke Street;

141.68 feet along the arc of a reverse curve to the left having a radius of 1512.69 feet and subtended by a chord bearing South 87°02'47" West a distance of 141.63 feet to a point;

South 86°05'08" West a distance of 63.40 feet to a point on the southeasterly right-of-way of the land of Seritage SRC Finance LLC, as recorded in Instrument 150011927 among the land records of City of Alexandria, Virginia; Thence departing said Duke Street and running with the land of said Seritage SRC Finance LLC;

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North 60°36'01" West a distance of 603.02 feet to a point;

North 21°15'15" West a distance of 413.13 feet to a point;

North 26°01'06" East a distance of 611.98 feet to a point on the southerly right-of-way line of Henry G. Shirley Memorial Highway, Interstate Highway 395, a variable width limited access highway; Thence departing the land of said Seritage SRC Finance LLC and running with said Henry G. Shirley Memorial Highway;

526.35 feet along the arc of a curve to the left having a radius of 10000.00 feet and subtended by a chord bearing North 56°45'25" East a distance of 526.29 feet to a point;

North 51°36'25" East a distance of 133.19 feet to a concrete monument found;

North 31°28'43" East a distance of 140.72 feet to a concrete monument found;

North 43°10'11" East a distance of 124.06 feet to a concrete monument found on the westerly line of the land of the aforementioned Combined Van Dorn Towers, LLC; Thence departing said Henry G. Shirley Memorial Highway and running with the land of said Combined Van Dorn Towers, LLC;

South 21°18'19" East a distance of 467.89 feet to the point of beginning and containing an area of 1,450,091 square feet or 33.2895 acres, more or less.



**Exhibit A-2**

Legal Description of Seritage Finance LLC Property

[See attached.]



PLANNERS  
ENGINEERS  
LANDSCAPE  
ARCHITECTS  
LAND  
SURVEYORS

**Description of the Land Of  
Seritage SRC Finance LLC  
Parcel A-2  
Instrument 150011927  
City Of Alexandria, VA**

Beginning at a point on the northwesterly corner of the land of Landmark Mall L.L.C. (Parcel B-2), as recorded in Instrument 000007614 among the land records of City of Alexandria, Virginia; Said point also being on the southerly right-of-way line of Henry G. Shirley Memorial Highway, Interstate Highway 395, a variable width limited access highway; Thence departing said Henry G. Shirley Memorial Highway and running with the land of said Landmark Mall L.L.C. (Parcel B-2);

South 26°01'06" West a distance of 611.98 feet to a point;

South 21°15'15" East a distance of 413.13 feet [passing through the westernmost corner of the land of Landmark Mall L.L.C. (Lot 500), as recorded in Deed Book 1720 at Page 1762 among the land records of City of Alexandria, Virginia at 30.99 feet] to a point; Thence continuing with the land of said Landmark Mall L.L.C. (Lot 500);

South 60°36'01" East a distance of 603.02 feet to a point on the northerly right-of-way line of Duke Street, Virginia State Route 236, a variable width right-of-way; Thence departing the land of said Landmark Mall L.L.C. (Lot 500) and running with said Duke Street;

South 86°05'08" West a distance of 631.05 feet to a point;

317.24 feet along the arc of a curve to the right having a radius of 1400.00 feet and subtended by a chord bearing North 87°25'22" West a distance of 316.56 feet to a point;

North 80°55'52" West a distance of 180.07 feet to a point;

283.79 feet along the arc of a curve to the right having a radius of 350.00 feet and subtended by a chord bearing North 57°42'15" West a distance of 276.08 feet to a point;

North 34°28'32" West a distance of 154.97 feet to a concrete monument found on the southerly right-of-way line of the aforementioned Henry G. Shirley Memorial Highway; Thence departing said Duke Street and running with said Henry G. Shirley Memorial Highway;

413.23 feet along the arc of a curve to the right having a radius of 450.00 feet and subtended by a chord bearing North 27°10'28" East a distance of 398.86 feet to a concrete monument found;

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North 53°28'53" East a distance of 221.61 feet to a point;

North 56°03'08" East a distance of 95.82 feet to a point;

North 53°09'18" East a distance of 338.60 feet to a point;

North 56°26'03" East a distance of 294.13 feet to a point;

96.43 feet along the arc of a curve to the left having a radius of 10000.00 feet and subtended by a chord bearing North 58°32'28" East a distance of 96.43 feet to the point of beginning and containing an area of 791,782 square feet or 18.1768 acres, more or less.

**Exhibit A-3**

Inova Site

[See attached.]



PLANNERS  
ENGINEERS  
LANDSCAPE  
ARCHITECTS  
LAND  
SURVEYORS

**Description of Proposed Lot 601  
Landmark Mall Redevelopment  
City Of Alexandria, VA**

Beginning at a point on a concrete monument found on the intersection of the rights-of-way of Duke Street, Virginia State Route 236, a variable width right-of-way and Henry G. Shirley Memorial Highway, Interstate Highway 395, a variable width limited access highway; Thence departing said Duke Street and running with said Henry G. Shirley Memorial Highway;

413.23 feet along the arc of a curve to the right having a radius of 450.00 feet and subtended by a chord bearing North 27°10'28" East a distance of 398.86 feet to a concrete monument found;

North 53°28'53" East a distance of 221.61 feet to a point;

North 56°03'08" East a distance of 95.82 feet to a point;

North 53°09'18" East a distance of 84.27 feet to a point; Thence departing said Henry G. Shirley Memorial Highway and running through the land of Seritage SRC Finance LLC, as recorded in Instrument 150011927 among the City of Alexandria;

South 21°20'48" East a distance of 181.98 feet to a point;

North 68°08'38" East a distance of 201.74 feet to a point;

South 21°51'22" East a distance of 298.33 feet [passing through the property of Landmark Mall L.L.C. (Parcel B-2), as recorded in Instrument 000007614 among the land records of City of Alexandria, Virginia at 64.12 feet and the land of Landmark Mall L.L.C. (Lot 500), as recorded in Deed Book 1720 at Page 1762 among the land records of City of Alexandria, Virginia at 118.19 feet] to a point; Thence continuing through the land of said Landmark Mall L.L.C. (Lot 500);

South 08°08'38" West a distance of 244.45 feet [passing through the property of said Seritage SRC Finance LLC at 55.98 feet] to a point; Thence continuing through the land of said Seritage SRC Finance LLC;

North 81°51'22" West a distance of 314.50 feet to a point;

South 08°08'38" West a distance of 34.00 feet to a point;

North 81°51'22" West a distance of 41.50 feet to a point;



South  $08^{\circ}08'38''$  West a distance of 291.22 feet to a point on the northerly right-of-way line of said Duke Street; Thence running with said Duke Street;

North  $80^{\circ}55'52''$  West a distance of 119.02 feet to a point;

283.79 feet along the arc of a curve to the right having a radius of 350.00 feet and subtended by a chord bearing North  $57^{\circ}42'15''$  West a distance of 276.08 feet to a point;

North  $34^{\circ}28'32''$  West a distance of 154.97 feet to the point of beginning and containing an area of 452,443 square feet or 10.3867 acres, more or less.

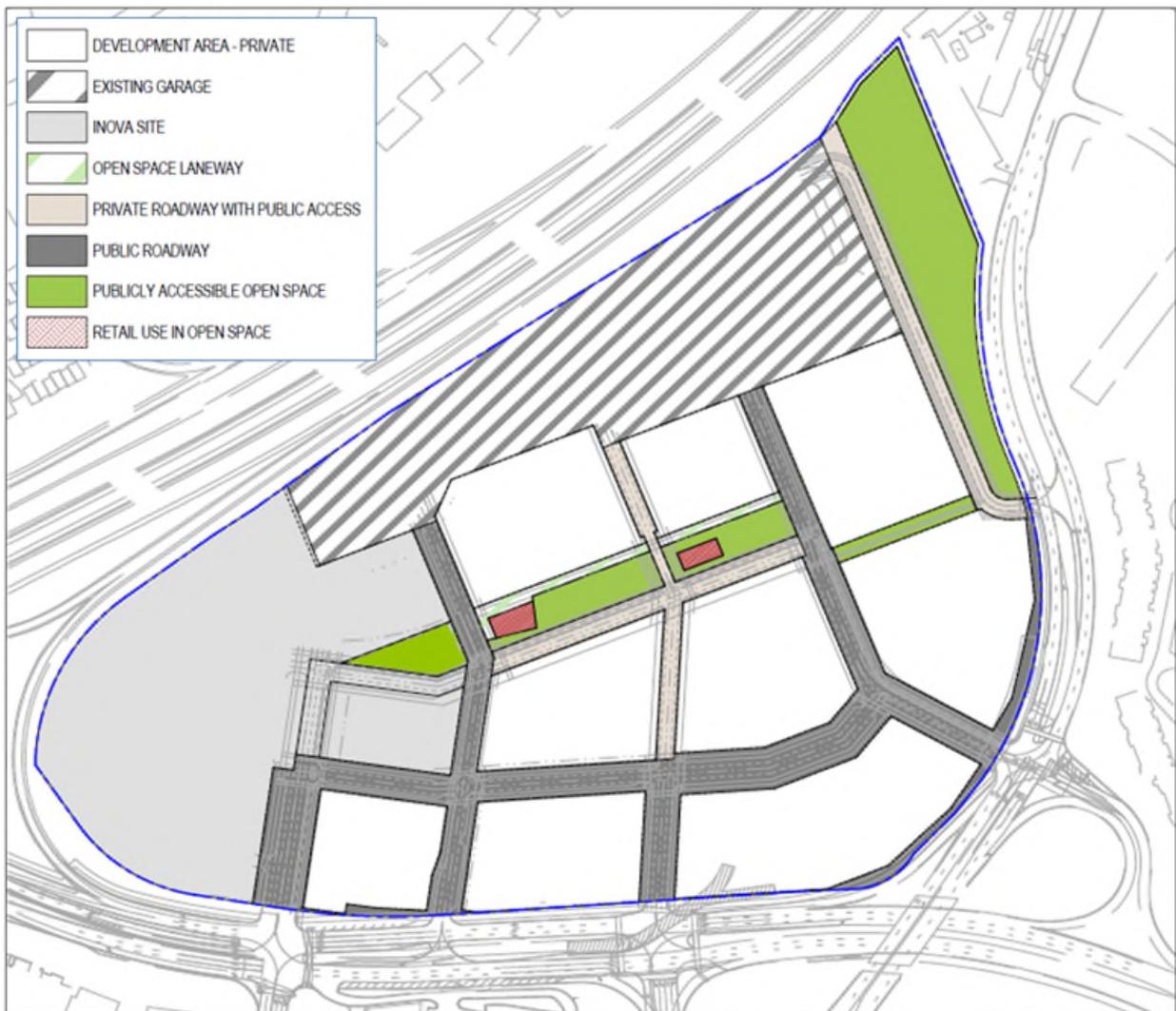
## Exhibit C-1

### **Exhibit C-1: Certain of the Public Infrastructure Improvements**

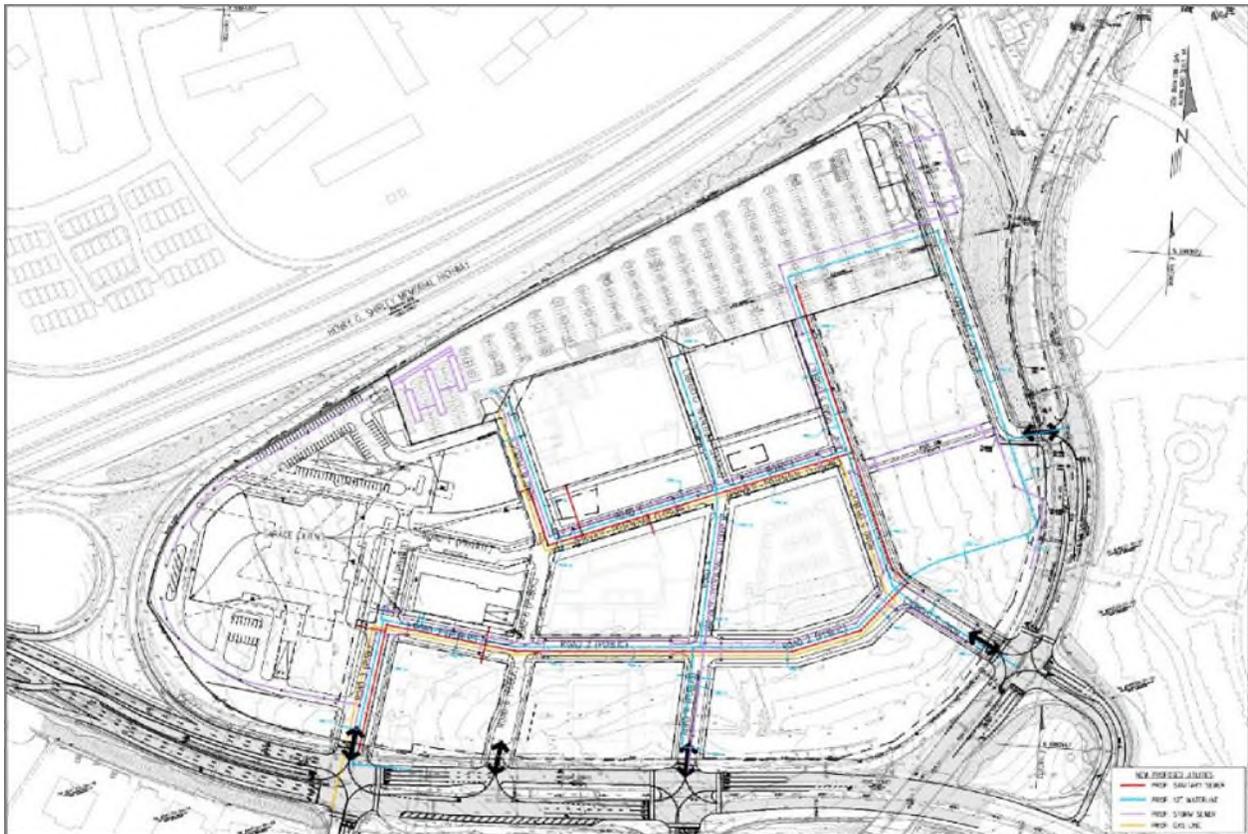
#### **On-Site**

On-site public infrastructure improvements include:

- All public roadways and related streetscape, as shown in dark gray in the image below.
- A portion (19%) of the rehabilitation and reconfiguration of the existing garage, as shown by the dark gray and white diagonal pattern fill in the image below. The 19% is calculated as the approximate percentage of the stalls that are intended for dedicated Inova use.
- A portion (38%) of the demolition, preparation, enablement, and utility infrastructure improvements for the entire site, as bordered by the blue dashed line in the image below. The 38% is calculated as the public roadways and Inova Site as a percentage of the net site area (calculated as total site less existing garage and the Terrace Park, both undemolished).



Additionally, on-site public infrastructure improvements include a utility infrastructure network as approximated in the image below:



### **Off-Site**

Off-site public infrastructure improvements include<sup>1</sup>:

- Construction of an intersection and related streetscape (including signalization, paving, and curb-and-gutter) at the intersection of Duke Street, Road 3, and Walker Street.
- Construction of an intersection and related streetscape (including signalization, paving, and curb-and-gutter) at the intersection of Duke Street and Road 6.
- Construction of an intersection and related streetscape (including signalization, paving, and curb-and-gutter) at the intersection of Duke Street and Road 4, including the re-alignment of the Road 4 “extension” to the south of Duke Street.
- Construction of an intersection and related streetscape (including signalization, paving, and curb-and-gutter) at the intersection of Van Dorn Street and Road 5, including re-alignment of the Road 5 “extension” to the east of Van Dorn Street.
- Construction of an intersection and related streetscape (including signalization, paving, and curb-and-gutter) at the intersection of Van Dorn Street and Road 7, including a new left-turn lane on northbound Van Dorn Street to access Road 7.

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<sup>1</sup> Also see Exhibit C-4.



- Roadwork and related streetscape improvements of Duke Street between Road 3 and Road 4, including repaving and median landscaping and curb-and-gutter construction (the latter applied to the north and south sides of westbound Duke Street and the north side of eastbound Duke Street).
- Removal of Duke Street fly-over.

These improvements are represented in the image below:

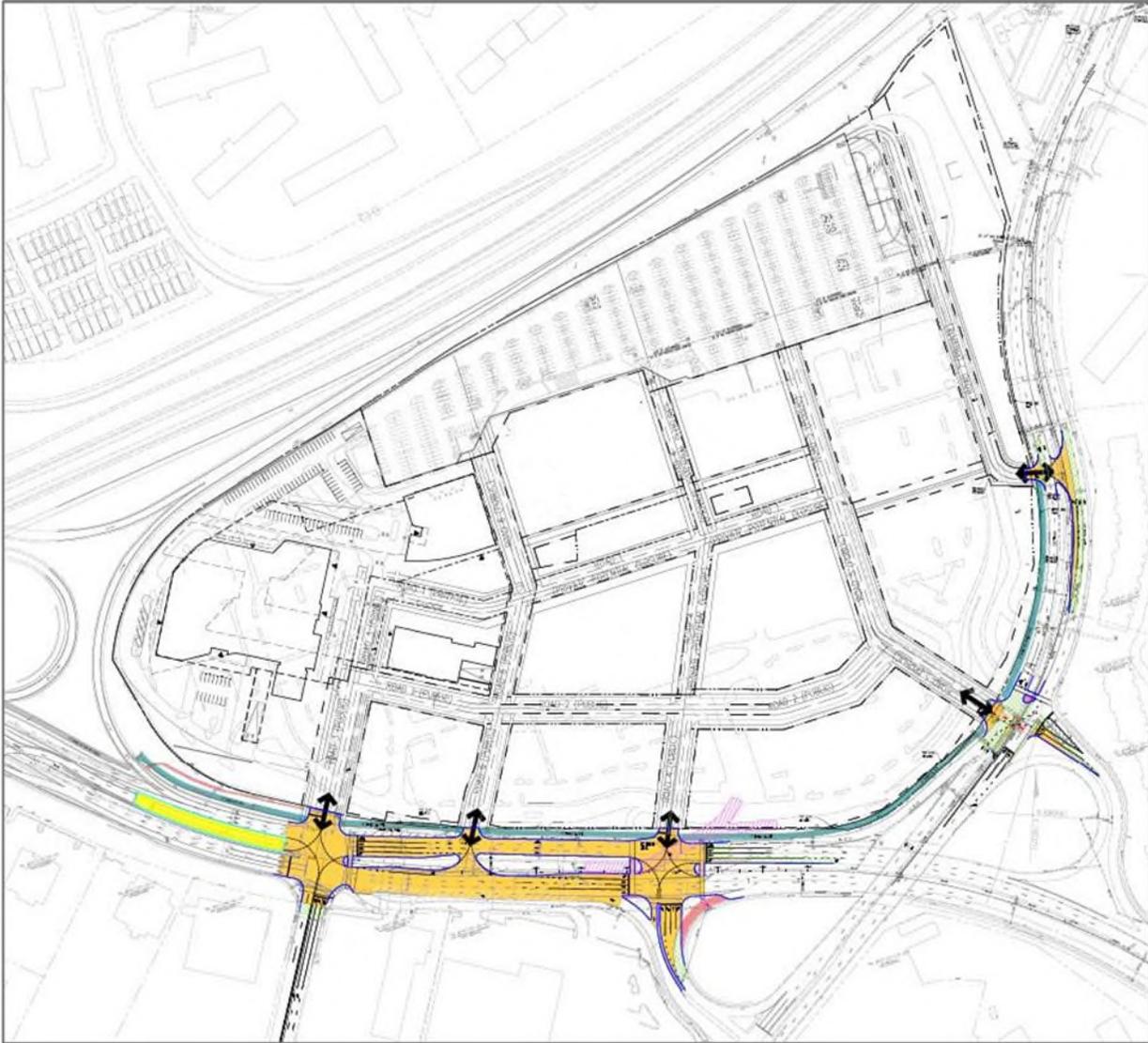


Exhibit C-1, Page 3



## Exhibit C-2

### Inova Pad-Ready Scope of Work

#### Demolition

Developer shall be responsible for demolition of the existing mall, the Sears Automotive Center, and the westerly most existing garage ramps within the Inova Site including:

- Cutting, capping, removal of utility equipment and appurtenances (e.g. transformers, etc.), and rerouting of existing utilities. Developer will coordinate with utilities to ensure abandoned underground utilities are de-energized and marked on a plan but will abandon in place;
- Testing for and removal of all encountered hazardous materials, e.g. asbestos, PCB containing ballasts mercury containing items, etc. in accordance with applicable governmental requirements;
- Removal all above grade storage tanks and any known underground storage tanks (in accordance with Exhibit C-3 to this Agreement);
- Clean-up and haul-off all soils, encountered in association with the Demolition and Exhibit C-2.1, in accordance with applicable governmental requirements;
- Removal of vertical buildings, foundation walls (including waterproofing), slabs on grade, foundations (including but not limited to footings, mat slabs, grade beams, and elevator pits, if any are found to exist, and waterproofing) and any lifts or elevator pistons;
- Removal of asphalt, concrete and paving, including any stone base under the asphalt.

#### Grading

- The Inova Site shall be rough graded as per Exhibit C-2.1 (attached) including disposing of any generated excess fill from rough grading. All basements and lower levels of the buildings demolished in the demolition scope shall be graded to provide positive drainage without pumping, to a slope not steeper than 2:1 or as shown in Exhibit C-2.1. Any utilities exposed pursuant to the grading per Exhibit C-2.1 shall be removed.
- All stabilization of slopes and erosion and sediment controls for the grading contemplated herein, which shall remain in place at conveyance.
- Where subterranean parking garage extends below private streets, it is Inova's obligation to design and construct its garage to withstand loads of emergency response vehicles, include fire trucks, and/or as required by the jurisdiction and to construct the roads and associated appurtenant utilities. All grading and excavation beyond that shown on Exhibit C-2.1 on the Inova Site, including disposing of excess fill from these efforts, shall be borne by Inova. Any disposal of fill from the Inova site shall be in accordance with this Agreement
- The cost of Soil Remediation and groundwater treatment encountered by Inova during grading and excavations shall be handled in accordance with Exhibit C-3 of this Agreement.

#### "Wet" Utilities

Wet Utilities are defined as sanitary sewer, water (potable, fire, and irrigation), and storm drain improvements. Developer shall be responsible for installation of the trunkline Wet Utilities to service the Inova Site as further described below and in the following Load Letter section:

- Water/sewer laterals and storm drain points of connection will be provided by the Developer to the Inova Site property line. Laterals and any structures / manholes will be positioned in coordination with Inova utility design plans (including lateral locations, stub locations, and capacity needs) which shall be provided not later than December 1, 2021.
- Storm water / BMP treatment, for areas outside of the Inova Site, shall be in accordance with the City of Alexandria standards as shown in the Approved CDD 29, and cost of said treatment is borne by Developer. Storm water/BMP treatments for the Inova Site, shall be in accordance with the City of Alexandria standards as shown in the approved CDD 29, and cost of said treatment is borne by Inova. Developer will provide Inova with the necessary easements and/or other permissions needed to permit its construction of an underground SWM vault below the ground level of the western end of the existing parking garage to serve the Inova Site as shown on the Landmark Land Use Approval. The outfall from such vault shall be via the existing storm pipe in this vicinity.

- The storm water quantity and quality treatments shall be provided by the individual parcel owners (e.g., as to storm water quality, Inova is to treat / cleanse stormwater before discharge to common storm drain), acknowledging that one of the BMP facilities that Inova will construct may be in the existing garage located on Developer's property.

#### **"Dry" Utilities**

Dry Utilities include telco (phone and data), CATV, and electrical services. Developer is responsible for dry utility infrastructure backbone and distribution.

- See **Load Letter Response** below for specifics.
- System design is very preliminary, but it is expected that the Inova Site may be encumbered with equipment and accompanying easements for switches, transformers, etc. as reasonably required to convey services for the Inova Site .
- Developer will coordinate the installation of gas service by Washington Gas with the other utility infrastructure including the natural gas service to the Inova Site at location(s) to be provided by Inova.

#### **Load Letter Response**

All pipe sizes are preliminary and are subject to change based on City regulatory review and final load requirements by the developments on individual parcels. The location of all utilities shall be coordinated with the design of the Inova Site. Inova shall furnish this information by December 1, 2021. All easements required by utilities within the Inova Site shall be recorded by Inova (or the property owner as appropriate).

Tap, capacity, and/or impact fees for the Inova Site are to be borne by Inova.

Developer will provide a 12" water loop service in the public portion of Roads 2, 3 and Road 6 from Road 1 to the garage, up to the boundary of the Inova Site, with the following laterals stubbed at the right-of-way / access easement for Inova use at locations that are to be determined, if served directly from the loop provided by Developer. Inova to furnish its preferred locations by December 1, 2021:

- Two (2) 8" building water mains for hospital
- Two (2) 10" fire suppression water mains for hospital
- One (1) 6" building water main each for cancer center and Inova MOB
- One (1) 8" fire suppression water main each for cancer center and Inova MOB
- One (1) 3" water main for Inova garage

Developer will provide an 18" sanitary sewer main with the following laterals stubbed at the right-of-way / access easement for Inova use at locations that are to be determined if served directly from the main provided by Developer. Inova to furnish its preferred locations by December 1, 2021.

- Six (6) laterals stubbed into the hospital coordinated for size and horizontal and vertical location
- Two (2) laterals each for the cancer center and Inova MOB, stubbed to property and coordinated for size and location

Developer will provide a 24" campus storm main with agreed upon points of connection stubbed at the right-of-way / access easement for Inova use at locations that are TBD. The primary outfall will be in the northeast corner of the Inova Site as it is the intention to reuse the existing outfall pipe that is located under the parking garage.

Developer will coordinate the installation of pressure natural gas service within street infrastructure sized as determined by the gas company. Gas service points of connection will be provided to the right-of-way / access easement with locations TBD during the design process. Inova to provide load requirements by December 1, 2021.

Developer will provide electrical service conduit/duct banks within the Public Infrastructure Improvements, and Private Infrastructure with Public Access sized as determined by the dry utility design consultant in coordination with the electrical company in such capacity as to meet the requirements of the Inova Site per the design requirements furnished by Inova on or before December 1, 2021. Electric service points of connection to the

ductbank will be provided to the right-of-way / access easement with locations TBD during the design process. Inova to furnish preferred locations by December 1, 2021. Dry utility consultant has indicated (and during design will confirm) that power from two circuits (primary and back-up power) is available to service hospital, cancer center, and Inova MOB loads. Inova will furnish preliminary load letters by July 15, 2021 and final load letters by December 1, 2021. Inova is to be responsible for the duct bank and the duct bank for the redundant feed on the Inova Site and any charges by Dominion to serve the buildings on the Inova Site. Developer is responsible for the Dominion duct banks to the Inova Site property line. Inova is responsible for all costs charged by Dominion for providing electrical feed to the Inova Site.

Telco / CATV conduits shall be appropriately sized (as per dry utility contractor and telco / CATV purveyor standards) and stubbed to the Inova Site property line at coordinated locations which are to be identified by Inova by December 1, 2021. Two stubs per parcel are to be fed from different directions with different providers as part of the duct bank system within the Public Infrastructure Improvements, and Private Infrastructure with Public Access.

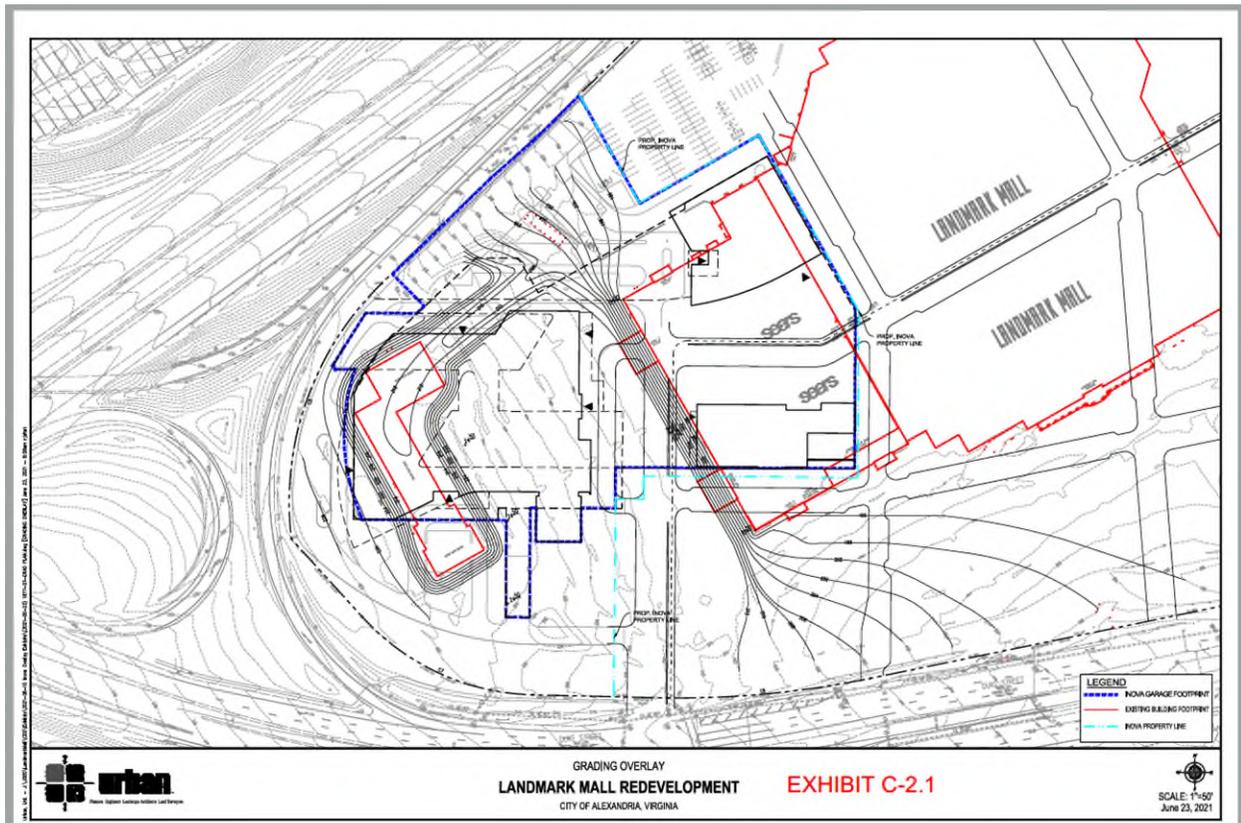


Exhibit C-2

### **Exhibit C-3**

#### Developer Environmental Remediation Scope

(a) Developer shall reimburse Inova for Inova's incremental cost to haul, treat and dispose of soil removed from the Inova Site (the "Soil Work") in connection with the Inova Excavation as follows: Inova will require its General Contractor for the Hospital Facilities to solicit bids from a minimum of three excavation subcontractors, at least one of which is acceptable to Developer. Each excavation subcontractor bid will break out a cost for excavation and, separately, a cost for the Soil Work. Each excavation subcontractor bid will identify the quantity of material to be hauled, treated and disposed of, so that a per cubic yard price for the Soil Work can be determined, and the subcontract that is awarded will set forth the cost per cubic yard of the Soil Work. Inova does not have to award the contract for the Soil Work to the lowest bidder, but in the event Inova does not award to the lowest bidder, Inova will share all bids with Developer with reasonable justification of its decision for Developer's approval, which approval will not be unreasonably withheld, conditioned or delayed. Developer shall reimburse Inova for the actual cost of the Soil Work above \$17.50 per cubic yard. At the time of the Inova Excavation, excavated soils will be evaluated by a mutually agreed upon expert under contract to both Inova and Developer [and the City (or as to which the City is a third-party beneficiary)]. The cost of the third-party environmental consultant chosen shall be paid by Inova. The determination where to direct the disposal of excavated soil will be as determined by Inova's excavation subcontractor in consultation with such expert. Any cost incurred in connection with multiple hauls (e.g., from an anticipated receiving site to an actual receiving site) will be included in the incremental cost for which Developer will reimburse Inova.

At Developer's election, Developer, at its expense, may handle (or cause its General Contractor or a subcontractor to handle) the Soil Work in connection with the Inova Excavation, and Inova shall pay to Developer the lesser of (i) Developer's actual costs for the same, or (ii) \$17.50 per cubic yard (and Developer shall be responsible for all costs in excess of \$17.50 per cubic yard related thereto). Developer's right in the preceding sentence shall be subject to the reasonable approval of Inova, and such approval may only be withheld in the event that Developer's undertaking of the Soil Work would materially adversely affect Inova's development schedule, as reasonably determined by Inova, and provided Developer carries out its obligations in conformance with the same. In the event Developer undertakes the Soil Work as set forth above, the reimbursement obligations from Developer to Inova in the preceding paragraph shall not apply.

(b) During Inova's construction, Developer shall be responsible to reimburse Inova for any costs for the treatment of or disposal of groundwater, seepage and casual water due to contamination above standards outlined under 9VAC25-120 (Virginia Pollutant Discharge Elimination System (VPDES) General Permit Regulation for Discharges from Petroleum Contaminated Sites, Groundwater Remediation, and Hydrostatic Tests). If such permit cannot be obtained, Developer shall be responsible to reimburse Inova for any costs for the treatment of or disposal of groundwater, seepage and casual water due to contamination above standards as provided by a Discharge Authorization Letter (DAL or equivalent) for discharges to a sanitary sewer system (aka publicly owned treatment works – POTW)

(c) In connection with the Inova Pad Ready Scope of Work, Developer shall remove any known underground storage tanks on the Inova Site and remediate surrounding soils and groundwater (“**UST Removal**”), as determined based on the most recent Phase 1 Environmental Site Assessment addressing the Inova Site, in compliance with Applicable Law. Developer’s costs of the UST Removal will be credited against the Environmental Remediation Cap (defined below). Developer shall provide Inova with necessary and appropriate invoices, receipts and other reasonable evidence to confirm Developer’s costs of the UST Removal within sixty (60) days after completion thereof. Developer shall deliver to Inova a report summarizing the removal and disposal of any such tanks.

(d) Developer’s obligations under this Exhibit C-3 shall be capped at \$5,000,000 (the “**Environmental Remediation Cap**”). Inova shall request reimbursement from Developer in writing for Developer’s obligations under paragraphs (a) and (b) above within sixty (60) days after completion of the Inova Excavation, which request will contain necessary and appropriate invoices, receipts and other evidence reasonably satisfactory to Developer to confirm its reimbursement obligations hereunder. Within ten (10) business days of receipt of such request, Developer shall either (i) approve and execute the request and process it for payment, or (ii) disapprove the request in whole or in part and execute any approved portion and process it for payment. In the event Developer disapproves all or any portion of the request, it shall give written notification to Inova of the disapproval of such request, specifying the additional documentation that is required for approval of such request. Developer shall reimburse Inova within thirty (30) days after Developer’s reasonable approval.

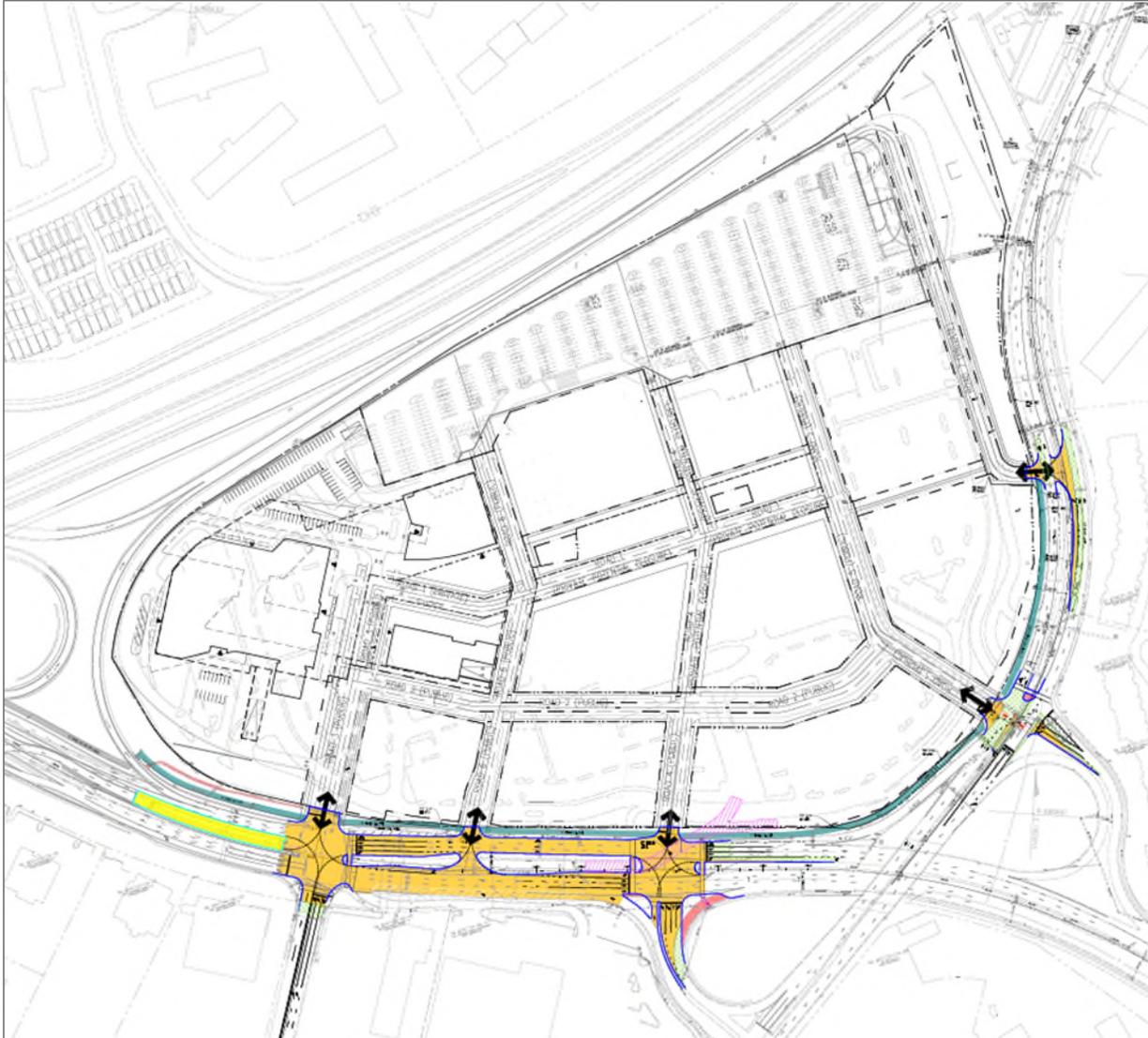
## Exhibit C-4

### **Exhibit C-4: Offsite CDD Infrastructure**

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See List of Off Site public infrastructure improvements at Exhibit C-1

These improvements are represented in the image below:





**Exhibit D**

GO Bond Terms - General

Tranche 1 (Land Installment 1)

Net Proceeds: Not less than \$21M

Tranche 2 (Land Installment 2)

Net Proceeds: Not less than \$33M

Tranche 3A (Infrastructure)

Issue Date: Not later than March 1, 2023  
Net Proceeds: Not less than \$30M

Tranche 3B (Infrastructure)

Issue Date: Not later than March 1, 2024  
Net Proceeds: Not less than \$56M

If interest rates are higher than assumed on Exhibit D, Page 2, the principal amortization will nonetheless remain as nearly as possible as indicated on Exhibit D, Page 2.

**Landmark Mall**  
**City of Alexandria, Virginia**

**Exhibit D-2: Projected Annual Special Assessment Per Equivalent Unit**

Bond Year Ending	Debt Service								Total Series 2023 and 2024
	Series 2023 <sup>1</sup>				Series 2024 <sup>2</sup>				
	Principal	Interest	Admin. Expense	Subtotal 2023	Principal	Interest	Admin. Expense	Subtotal 2024	
1-Mar-21	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1-Mar-22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1-Mar-23	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1-Mar-24	\$0	\$1,615,455	\$20,000	\$1,635,455	\$0	\$0	\$0	\$0	\$1,635,455
1-Mar-25	\$0	\$1,615,455	\$20,400	\$1,635,855	\$0	\$2,950,785	\$10,000	\$2,960,785	\$4,596,640
1-Mar-26	\$0	\$1,615,455	\$20,808	\$1,636,263	\$0	\$2,950,785	\$10,200	\$2,960,985	\$4,597,248
1-Mar-27	\$708,000	\$1,615,455	\$21,224	\$2,344,679	\$0	\$2,950,785	\$10,404	\$2,961,189	\$5,305,868
1-Mar-28	\$740,000	\$1,583,595	\$21,649	\$2,345,244	\$1,293,000	\$2,950,785	\$10,612	\$4,254,397	\$6,599,641
1-Mar-29	\$773,000	\$1,550,295	\$22,082	\$2,345,377	\$1,351,000	\$2,892,600	\$10,824	\$4,254,424	\$6,599,801
1-Mar-30	\$808,000	\$1,515,510	\$22,523	\$2,346,033	\$1,412,000	\$2,831,805	\$11,041	\$4,254,846	\$6,600,879
1-Mar-31	\$844,000	\$1,479,150	\$22,974	\$2,346,124	\$1,476,000	\$2,768,265	\$11,262	\$4,255,527	\$6,601,650
1-Mar-32	\$882,000	\$1,441,170	\$23,433	\$2,346,603	\$1,542,000	\$2,701,845	\$11,487	\$4,255,332	\$6,601,935
1-Mar-33	\$922,000	\$1,401,480	\$23,902	\$2,347,382	\$1,611,000	\$2,632,455	\$11,717	\$4,255,172	\$6,602,553
1-Mar-34	\$963,000	\$1,359,990	\$24,380	\$2,347,370	\$1,684,000	\$2,559,960	\$11,951	\$4,255,911	\$6,603,281
1-Mar-35	\$1,007,000	\$1,316,655	\$24,867	\$2,348,522	\$1,760,000	\$2,484,180	\$12,190	\$4,256,370	\$6,604,892
1-Mar-36	\$1,052,000	\$1,271,340	\$25,365	\$2,348,705	\$1,839,000	\$2,404,980	\$12,434	\$4,256,414	\$6,605,119
1-Mar-37	\$1,099,000	\$1,224,000	\$25,872	\$2,348,872	\$1,922,000	\$2,322,225	\$12,682	\$4,256,907	\$6,605,780
1-Mar-38	\$1,149,000	\$1,174,545	\$26,390	\$2,349,935	\$2,008,000	\$2,235,735	\$12,936	\$4,256,671	\$6,606,606
1-Mar-39	\$1,201,000	\$1,122,840	\$26,917	\$2,350,757	\$2,098,000	\$2,145,375	\$13,195	\$4,256,570	\$6,607,327
1-Mar-40	\$1,255,000	\$1,068,795	\$27,456	\$2,351,251	\$2,193,000	\$2,050,965	\$13,459	\$4,257,424	\$6,608,674
1-Mar-41	\$1,311,000	\$1,012,320	\$28,005	\$2,351,325	\$2,292,000	\$1,952,280	\$13,728	\$4,258,008	\$6,609,333
1-Mar-42	\$1,370,000	\$953,325	\$28,565	\$2,351,890	\$2,395,000	\$1,849,140	\$14,002	\$4,258,142	\$6,610,032
1-Mar-43	\$1,432,000	\$891,675	\$29,136	\$2,352,811	\$2,502,000	\$1,741,365	\$14,282	\$4,257,647	\$6,610,459
1-Mar-44	\$1,496,000	\$827,235	\$29,719	\$2,352,954	\$2,615,000	\$1,628,775	\$14,568	\$4,258,343	\$6,611,297
1-Mar-45	\$1,563,000	\$759,915	\$30,313	\$2,353,228	\$2,733,000	\$1,511,100	\$14,859	\$4,258,959	\$6,612,188
1-Mar-46	\$1,634,000	\$689,580	\$30,920	\$2,354,500	\$2,856,000	\$1,388,115	\$15,157	\$4,259,272	\$6,613,771
1-Mar-47	\$1,707,000	\$616,050	\$31,538	\$2,354,588	\$2,984,000	\$1,259,595	\$15,460	\$4,259,055	\$6,613,643
1-Mar-48	\$1,784,000	\$539,235	\$32,169	\$2,355,404	\$3,119,000	\$1,125,315	\$15,769	\$4,260,084	\$6,615,488
1-Mar-49	\$1,864,000	\$458,955	\$32,812	\$2,355,767	\$3,259,000	\$984,960	\$16,084	\$4,260,044	\$6,615,811
1-Mar-50	\$1,948,000	\$375,075	\$33,468	\$2,356,543	\$3,405,000	\$838,305	\$16,406	\$4,259,711	\$6,616,254
1-Mar-51	\$2,036,000	\$287,415	\$34,138	\$2,357,553	\$3,559,000	\$685,080	\$16,734	\$4,260,814	\$6,618,367
1-Mar-52	\$2,128,000	\$195,795	\$34,820	\$2,358,615	\$3,719,000	\$524,925	\$17,069	\$4,260,994	\$6,619,609
1-Mar-53	\$2,223,000	\$100,035	\$35,517	\$2,358,552	\$3,886,000	\$357,570	\$17,410	\$4,260,980	\$6,619,532
1-Mar-54	\$0	\$0	\$0	\$0	\$4,060,000	\$182,700	\$17,758	\$4,260,458	\$4,260,458
	\$35,899,000	\$31,677,795	\$811,362	\$68,388,157	\$65,573,000	\$57,862,755	\$405,681	\$123,841,436	\$192,229,592



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PEER REVIEW

**APPROVED**

SPECIAL USE PERMIT NO. \_\_\_\_\_

DEPARTMENT OF PLANNING & ZONING

DIRECTOR \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION & ENVIRONMENTAL SERVICES  
SITE PLAN NO. \_\_\_\_\_

DIRECTOR \_\_\_\_\_

DATE \_\_\_\_\_

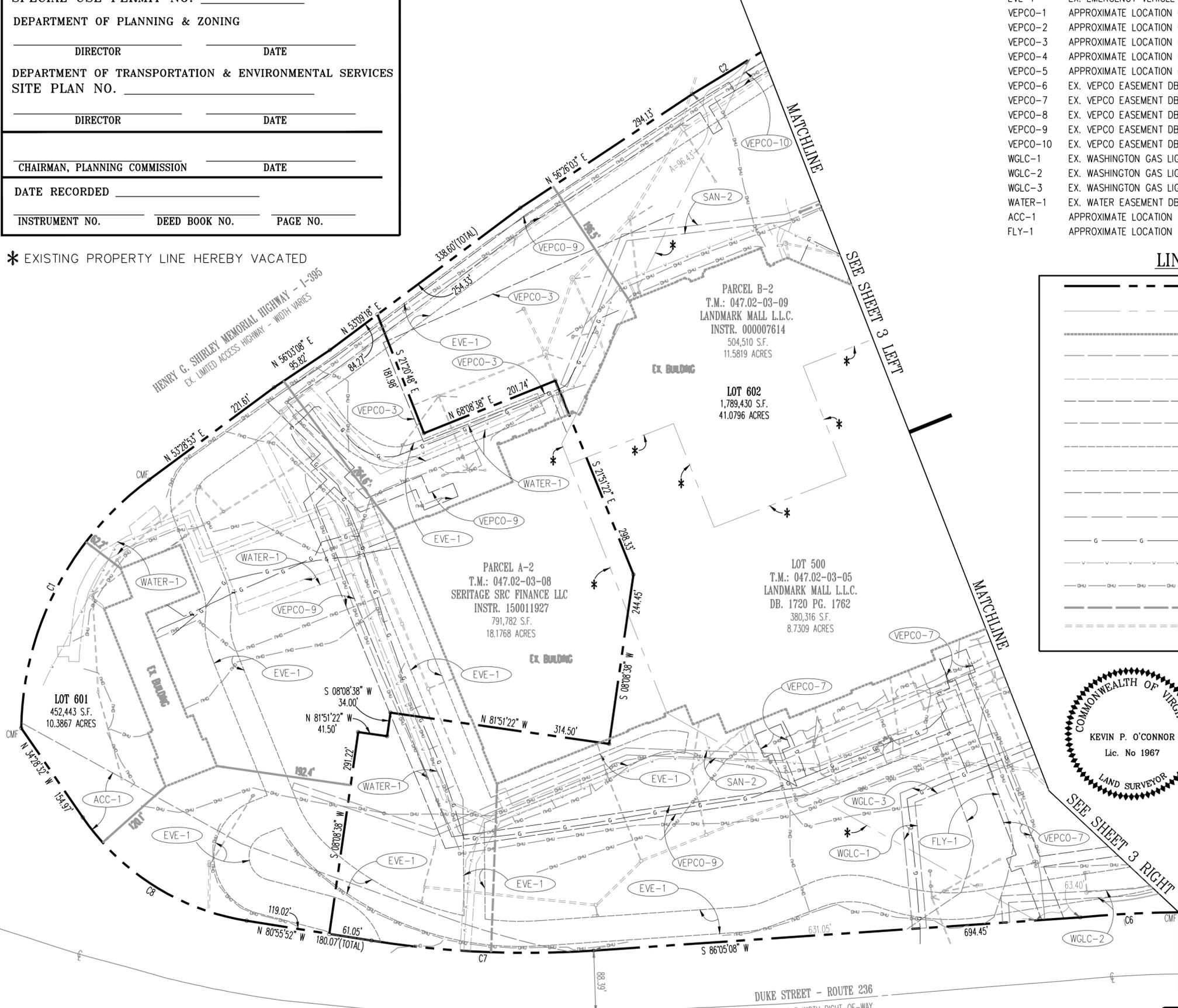
CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

INSTRUMENT NO. \_\_\_\_\_ DEED BOOK NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

\* EXISTING PROPERTY LINE HEREBY VACATED

HENRY G. SHIRLEY MEMORIAL HIGHWAY - I-395  
EX. LIMITED ACCESS HIGHWAY - WIDTH VARIES



**SYMBOL LEGEND**

- IPF IRON PIPE FOUND
- CMF CONCRETE MARKER FOUND
- IRON PIPE 'TO BE SET'

**EASEMENT LEGEND**

- I/E-1 EX. INGRESS/EGRESS & OVERHEAD RAMP EASEMENT DB. 684 PG. 462
- SAN-1 EX. SANITARY SEWER EASEMENT DB. 1234 PG. 1371
- SAN-2 APPROXIMATE LOCATION EX. SANITARY SEWER EASEMENT DB. 1291 PG. 1319
- EVE-1 EX. EMERGENCY VEHICLE ACCESS EASEMENT DB. 1234 PG. 1371
- VEPCO-1 APPROXIMATE LOCATION OF EX. VEPCO EASEMENT DB. 622 PG. 511
- VEPCO-2 APPROXIMATE LOCATION OF EX. VEPCO EASEMENT DB. 622 PG. 516
- VEPCO-3 APPROXIMATE LOCATION OF EX. VEPCO EASEMENT DB. 632 PG. 261
- VEPCO-4 APPROXIMATE LOCATION OF EX. VEPCO EASEMENT DB. 635 PG. 382
- VEPCO-5 APPROXIMATE LOCATION OF EX. VEPCO EASEMENT DB. 645 PG. 86
- VEPCO-6 EX. VEPCO EASEMENT DB. 1240 PG. 1768
- VEPCO-7 EX. VEPCO EASEMENT DB. 1315 PG. 109
- VEPCO-8 EX. VEPCO EASEMENT DB. 1315 PG. 113
- VEPCO-9 EX. VEPCO EASEMENT DB. 1350 PG. 806
- VEPCO-10 EX. VEPCO EASEMENT DB. 1352 PG. 479
- WGLC-1 EX. WASHINGTON GAS LIGHT COMPANY EASEMENT DB. 1249 PG. 1964
- WGLC-2 EX. WASHINGTON GAS LIGHT COMPANY EASEMENT DB. 820 PG. 431, DB. 1240 PG. 1744
- WGLC-3 EX. WASHINGTON GAS LIGHT COMPANY EASEMENT DB. 1240 PG. 1788, DB. 1240 PG. 1768
- WATER-1 EX. WATER EASEMENT DB. 1310 PG. 1633
- ACC-1 APPROXIMATE LOCATION ACCESS, LIGHT & AIR EASEMENT DB. 696 PG. 321
- FLY-1 APPROXIMATE LOCATION VARIABLE WIDTH FLYOVER EASEMENT DB. 684 PG. 462, DB. 1325 PG. 1545

**LINETYPE LEGEND**

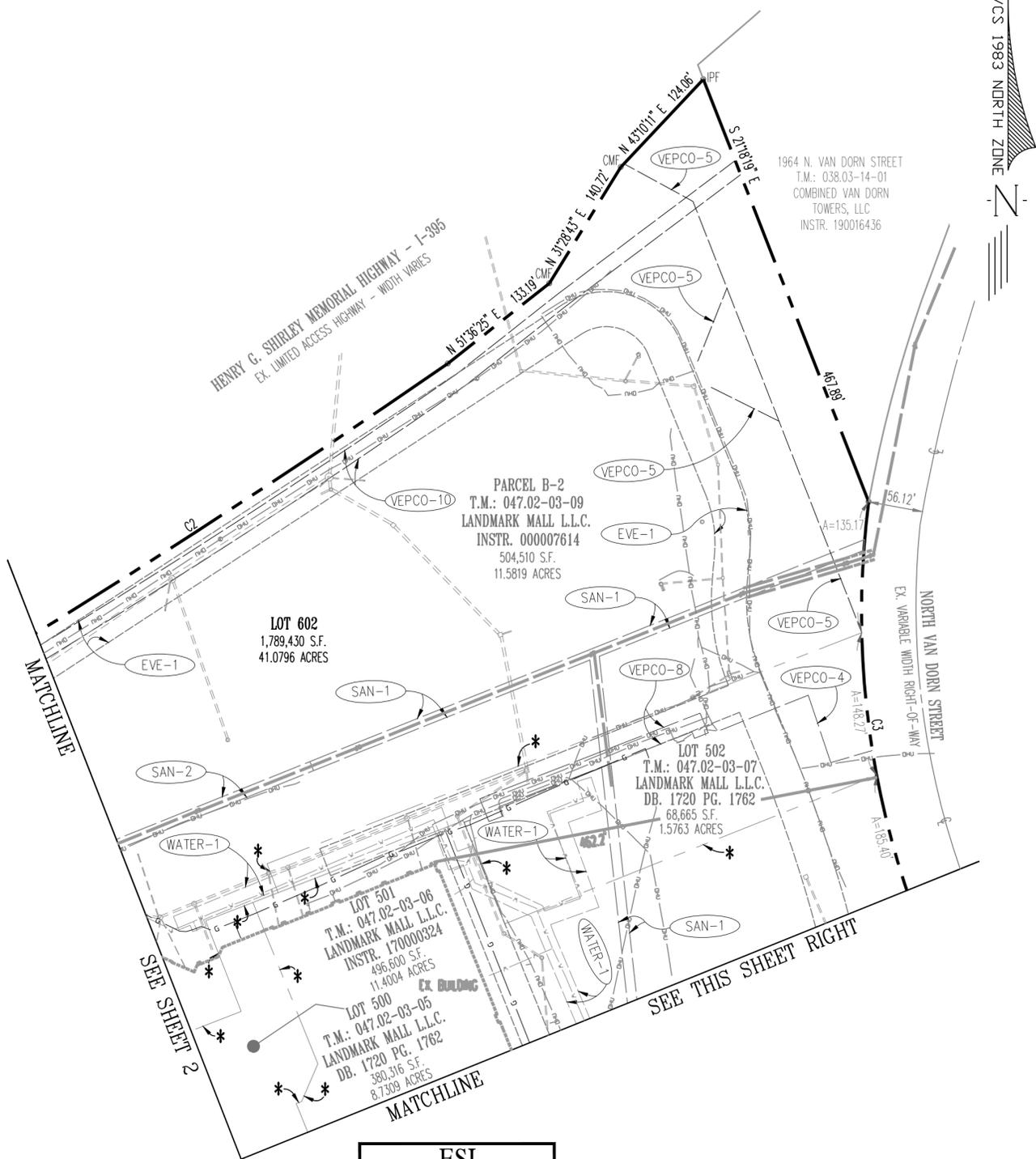
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— · — · — · —	EXISTING PROPERTY LINE HEREBY VACATED
— — — — —	EXISTING BUILDING
— · — · — · —	EXISTING SANITARY SEWER EASEMENT
— · — · — · —	EXISTING WATER EASEMENT
— · — · — · —	EXISTING VEPCO EASEMENT
— · — · — · —	EXISTING WASHINGTON GAS LIGHT COMPANY EASEMENT
— · — · — · —	EXISTING EMERGENCY VEHICLE ACCESS EASEMENT
— · — · — · —	EXISTING FLYOVER EASEMENT
— · — · — · —	EXISTING ACCESS, LIGHT & AIR EASEMENT
— · — · — · —	EXISTING INGRESS/EGRESS & OVERHEAD RAMP EASEMENT
— G — G — G —	GAS LINE
— V — V — V —	WATER LINE
— DU — DU — DU —	OVERHEAD UTILITY
— — — — —	SANITARY SEWER LINE
— — — — —	STORM DRAIN



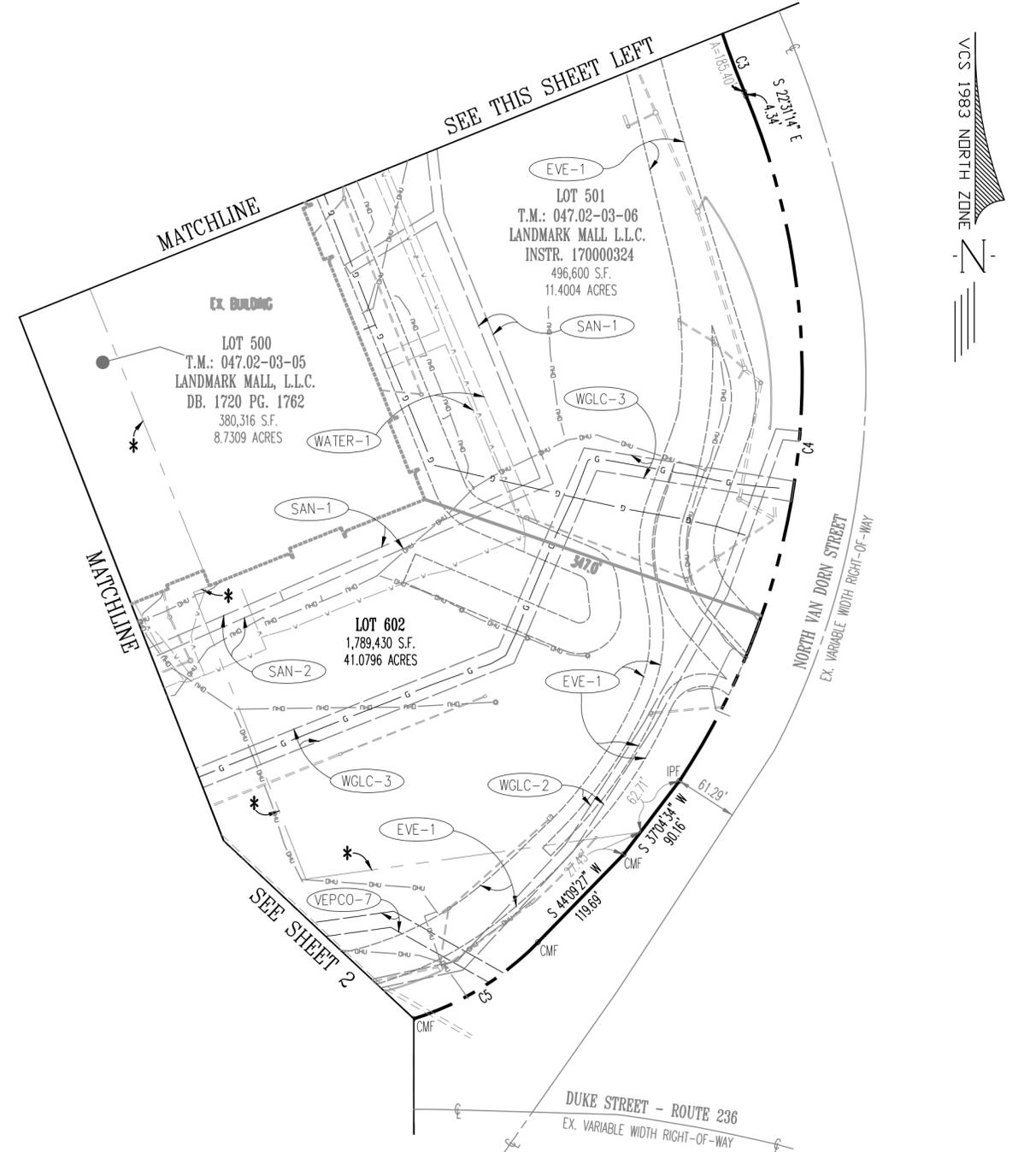
PLAT SHOWING  
**LOT 601 AND LOT 602**  
**LANDMARK MALL REDEVELOPMENT**  
BEING A RESUBDIVISION OF  
PARCEL A-2 AND PARCEL B-2  
A RESUBDIVISION OF THE PROPERTIES OF  
SEARS, ROEBUCK AND CO., WOODWARD & LOTHROP, INC.,  
MAY DEPARTMENT STORES COMPANY,  
ALEXANDRIA PARTNERSHIP  
DEED BOOK 648 AT PAGE 242  
BEING A RESUBDIVISION OF  
LOT 500, LOT 501, AND LOT 502  
A RESUBDIVISION OF THE PROPERTIES OF  
SEARS, ROEBUCK AND CO., WOODWARD & LOTHROP, INC.,  
MAY DEPARTMENT STORES COMPANY,  
ALEXANDRIA PARTNERSHIP  
DEED BOOK 1249 AT PAGE 1973  
DEED BOOK 1255 AT PAGE 449  
**CITY OF ALEXANDRIA, VIRGINIA**  
SCALE: 1" = 100' DATE: APRIL 7, 2021



\* EXISTING PROPERTY LINE HEREBY VACATED



VCS 1983 NORTH ZONE



VCS 1983 NORTH ZONE

ESI  
PEER REVIEW

**APPROVED**

SPECIAL USE PERMIT NO. \_\_\_\_\_

DEPARTMENT OF PLANNING & ZONING

DIRECTOR \_\_\_\_\_

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DATE \_\_\_\_\_

CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_

DATE \_\_\_\_\_

DATE RECORDED \_\_\_\_\_

INSTRUMENT NO. \_\_\_\_\_

DEED BOOK NO. \_\_\_\_\_

PAGE NO. \_\_\_\_\_



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**PLAT SHOWING  
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LANDMARK MALL REDEVELOPMENT**

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DEED BOOK 1255 AT PAGE 449

CITY OF ALEXANDRIA, VIRGINIA

SCALE: 1" = 100' DATE: APRIL 7, 2021

**Exhibit J**

Assessment Methodology

***Landmark Community Development Authority  
City of Alexandria, Virginia***

***Rate and Method of Apportionment  
Of Special Assessments***

**A. INTRODUCTION**

Special Assessments shall be imposed on and collected from parcels of real property within the Landmark Community Development Authority (the “Authority”) district (the “CDA District”), created by the Alexandria City Council pursuant to the Memorandum of Understanding (as hereafter defined), through the application of the procedures described below. The Board of Directors of the Landmark Community Development Authority or their designee shall make all determinations in this Rate and Method of Apportionment of Special Assessments unless stated otherwise.

The Special Assessments for each Parcel represents the total obligation of a Parcel, including the Parcel’s share of principal and interest on the Bonds and Administrative Expenses of the Authority related to the Bonds. The Special Assessments may be prepaid at any time as the Principal Portion of the Special Assessments as provided for herein. If not prepaid, the Special Assessments are payable annually as the Annual Installment. Incremental Tax Revenues and capitalized interest on the Bonds may be available to apply to the repayment of the Bonds. As a result, it may not be necessary to collect the full amount of the Annual Installment to repay the Bonds. The portion of the Annual Installment required to be collected each year to repay the Bonds and to pay Administrative Expenses, less any credits as hereinafter described, is referred to as the Annual Payment.

Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Development Agreement.

**B. DEFINITIONS**

The terms used herein shall have the following meanings:

“**Act**” means the Virginia Water and Waste Authorities Act, beginning with §15.2-5100 *et seq.* of the Code of Virginia, 1950, as it may be amended from time to time.

“**Adjusted Annual Installment**” means the amount calculated as the Adjusted Annual Installment for each Parcel pursuant to Section D.2.

**“Administrative Expenses”** means the following costs directly related to the administration of the Authority: the actual costs of computing the Annual Payments; the actual costs of collecting the Annual Payments (whether by the City or otherwise); the actual costs of the Administrator (including legal counsel) in the discharge of its duties; the costs of the Authority of complying with arbitrage rebate requirements; the costs of the Authority of complying with securities disclosure requirements; and any other costs of the Authority or the City in any way related to the administration and operation of the Authority, including, without limitation, the costs of official meetings of the Authority, the costs of legal counsel and other consultants and advisors, and costs related to commencing foreclosure and pursuing collection of delinquent Annual Payments.

**“Administrator”** means the official or designee of the Authority who shall be responsible for determining the Annual Revenue Requirement and other calculations required herein, preparing the update of the Special Assessment Roll, and undertaking such other responsibilities as provided herein or as directed by the Board of Directors.

**“Annual Credit”** means the amount calculated as the Annual Credit for each Parcel pursuant to Section D.3.

**“Annual Installment”** means the portion of the Special Assessments as set forth in the Special Assessment Roll that may be collected each Assessment Year from all Parcels in the CDA District pursuant to Virginia Code section 15.2-5158(A)(5) and the provisions herein. The Annual Installment for each year as shown on the Special Assessment Roll may be revised by the Board of Directors to better match the expenses of the Authority as long as the total of the Special Assessments are not exceeded.

**“Annual Parcel Installment”** means the allocation of the Annual Installment to each Parcel pursuant to Section C.

**“Annual Payment”** means the portion of the Annual Installment to be collected each Assessment Year as determined by the provisions of Section D.1. The Annual Payment for any Parcel may be less than, but may not exceed, the Annual Installment for such Parcel for any Assessment Year.

**“Annual Revenue Requirement”** means, for any Assessment Year, the sum of the following: (1) debt service on the Bonds; (2) periodic costs associated with the Bonds, including but not limited to, rebate payments and credit enhancement on the Bonds; (3) Administrative Expenses; and (4) a contingency as determined reasonable by the Board of Directors; less (5) Incremental Tax Revenues, whether or not appropriated by the City Council for the payment of the Bonds; (6) any funds available to pay expenses of the Annual Revenue Requirement pursuant to the Memorandum of Understanding, such as capitalized interest or interest earnings on any account balances, and (7) any other funds available to the Authority that may be applied to the Annual Revenue Requirement.

**“Assessed Property”** means, for any Assessment Year, Parcels other than Non-Benefited Property.

**“Assessment Year”** means the annual cycle in which debt service is paid on the Bonds, the Annual Payment is determined for each Parcel, the Annual Payment is collected as set forth in the Memorandum of Understanding.

**“Base Year Tax Revenues”** means for each of the tax revenues included in the Incremental Tax Revenues, the difference between the total tax revenues collected by the City and the Incremental Tax Revenues (but not less than zero), as provided for in the Memorandum of Understanding, calculated separately for each tax revenue.

**“Board of Directors”** means the Board of Directors of the Authority as appointed by the City Council.

**“Bonds”** means the bonds, in one or more series, to be issued by the City to fund the CDA Infrastructure Improvements pursuant to the Memorandum of Understanding.

**“CDA Infrastructure Improvements”** means those improvements that the Authority has been authorized to provide as provided for in the Development Agreement.

**“City”** means the City of Alexandria, Virginia.

**“City Council”** means the Council of the City of Alexandria, Virginia.

**“Commencement Year”** means the first Assessment Year following the issuance of the Bonds.

**“Development Agreement”** means the Development and Financing Agreement by and among the City, the Developer, and INOVA, as defined therein, setting forth the terms and other provisions relating to the Bonds, as modified, amended and /or supplemented from time to time.

**“Equivalent Units”** means, for Land Use Classes 1, 2, 3 and 4, the number of dwelling units, for Land Use Class 5, the Gross Floor Area per 1,000 square feet, and for Land Use Class 6, the number of rooms, in all cases built or to be built on a Parcel, multiplied by the factors for each land use class shown below, which represent an allocation of the costs of the CDA Infrastructure Improvements funded by the Bonds to the Parcels of Assessed Property:

<u>Land Use Class</u>	<u>Equivalent Unit Factor</u>
Land Use Class 1	0.38 Per Unit
Land Use Class 2	1.00 Per Unit
Land Use Class 3	1.32 Per Unit
Land Use Class 4	2.07 Per Unit
Land Use Class 5	0.94 Per 1,000 GFA
Land Use Class 6	0.37 per Hotel Room

The computation of Equivalent Units for each Parcel shall be based on the expected development in substantial conformance with the conceptual and final development plans as approved by the City Council, which is expected to be measured by actual development, development plans, the



legal maximum development allowed, the acreage of a Parcel or reasonable density ratios, or other reasonable methods as calculated by the Administrator and confirm by the Board of Directors.

**“Gross Floor Area” or “GFA”** means the sum of the area of the horizontal surface of the several floors of a building measured from the exterior faces of exterior walls, to include all floor area not defined as gross parking area.

**“Incremental Tax Revenues”** has the meaning of such term in the Memorandum of Understanding.

**“Land Use Class 1”** means affordable Rental Residential units, specifically, units with below market rents used or intended to be used primarily as rental units available to eligible households pursuant to income restrictions under federal, state, or local programs, including any ancillary uses thereto, excluding Land Use Class 2.

**“Land Use Class 2”** means Rental Residential used or intended to be used primarily as market rate rental units, including any ancillary uses thereto.

**“Land Use Class 3”** means Assessed Property used or intended to be used as stacked flat dwelling units and are subject to the Condominium Act, Va. Code § 55-79.39, et seq., or Virginia Real Estate Cooperative Act, Va. Code § 55-424, et seq., or any amendments thereto, including any ancillary uses thereto, but not including property in Land Use Class 1 or Land Use Class 2.

**“Land Use Class 4”** means Assessed Property used or intended to be used primarily for attached dwelling units in a series of three or more units separated from one another by continuous vertical walls without openings from basement to roof or roofs, including any ancillary uses thereto, but not including property including property in Land Use Class 1, Land Use Class 2, or Land Use Class 3.

**“Land Use Class 5”** means Assessed Property used or intended to be used primarily for retail, restaurant, office, or other commercial use, not including Assessed Property classified as Land Use Class 6 or any residential land use class, including any ancillary uses thereto.

**“Land Use Class 6”** means Assessed Property used or intended to be used primarily as a hotel, including any ancillary uses thereto.

**“Mandatory Prepayment”** shall mean a mandatory prepayment of Special Assessments pursuant to Section J.

**“Memorandum of Understanding”** means the memorandum of understanding by and between the City, the Authority, the IDA, the Landowners, and the Developer related to the creation of the CDA, as defined therein, setting forth the terms and other provisions relating to the Bonds, as modified, amended or supplemented from time to time.

**“Non-Benefited Property”** means Public Property, Owner Association Property, or easements that create an exclusive use for a public utility provider.

**“Owner Association Property”** means Parcels within the boundaries of the CDA District owned by or irrevocably offered for dedication to a property owners’ association (if not used in a trade or business) and available for use by property owners in general.

**“Parcel”** means a lot or parcel of real property within the CDA District with a parcel number assigned by the City for real property tax purposes.

**“Principal Portion of Special Assessments”** means the portion of the Special Assessments equal to the outstanding principal amount of the Bonds. The Principal Portion of Special Assessments shall initially be allocated to Assessed Property in the CDA District proportionate to the Special Assessment as set forth in Section C hereof. The Principal Portion of Special Assessments may be increased for each Parcel of Assessed Property pro rata to the Equivalent Units of each Parcel for refunding Bonds or other reasons as long as the total of the Special Assessment is not increased to more than the amount set forth in the Special Assessment Roll.

**“Public Property”** means, for any Assessment Year, property within the boundaries of the CDA District owned by or irrevocably offered for dedication to the federal government, Commonwealth of Virginia, the City, the Authority, or any other public agency, political subdivision, or entity, whether in fee simple or any other property ownership interest that creates a substantially exclusive use by the public entity in the property.

**“Rental Residential”** means Assessed Property in which generally all of the dwelling units within a building are to be rented and used or intended to be used as a building or portion thereof containing three or more dwelling units, located on a single lot or parcel of ground that has a common outside entrance or entrances for all the dwelling units with units that are generally designed to occupy a single floor one above another, including any ancillary uses thereto.

**“Special Assessment Roll”** means the document attached hereto as Appendix A, as updated from time to time by the Board of Directors of the Authority in accordance with the procedures set forth herein.

**“Special Assessments”** means the Special Assessments on each Parcel as shown on the Special Assessment Roll permitted by Virginia Code Sections 15.2-5158(A)(5) and 15.2-2404 et seq., as they may be reapportioned or reduced according to the provisions herein.

**“Termination Date”** means the last Assessment Year in which Special Assessments may be collected as provided for in Section H herein.

## **C. SPECIAL ASSESSMENTS**

### **1. The Amount of the Special Assessments**

The total of the Special Assessments is equal to the amounts set forth in the Special Assessment Roll as it may be updated from time to time as provided for herein. The Special Assessments for each Parcel shall not be changed thereafter except pursuant to the provisions hereof.

The Special Assessments on each Parcel shall be set according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Special Assessments for any particular Parcel "X"
- B = the total of the Special Assessments for all Parcels in the CDA District as shown in the Special Assessment Roll prior to the issuance of Bonds
- C = the Equivalent Units of Parcel "X"
- D = the sum of the Equivalent Units of all of the Parcels in the CDA District

## 2. Reapportionment of Special Assessments

### a. Subdivision of a Parcel

Upon the subdivision of any Parcel, the Special Assessments of the Parcel prior to the subdivision shall be reallocated to each new and remainder Parcel related to the subdivision in proportion to the Equivalent Units of each Parcel and the Special Assessments for the Parcel prior to the subdivision. The reapportionment of the Special Assessments shall be represented by the formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Special Assessment for a new or remainder Parcel related to the subdivision
- B = the Special Assessments for the Parcel or Parcels existing immediately prior to the subdivision from which a Parcel was subdivided
- C = the Equivalent Units of the Parcel as determined as set forth below
- D = the sum of the Equivalent Units of all Parcels related to the subdivision of the prior Parcel or Parcels

The computation of the Equivalent Units shall be made by the Administrator and confirmed by the CDA Board based on the information available regarding the Parcel. Consistent standards shall be used in preparing the calculations and records shall be made and kept of the calculations.

### b. Consolidation of a Parcel

Upon the consolidation of two or more Parcels, the Special Assessments for the consolidated Parcel shall equal the sum of the Special Assessments for the Parcels immediately prior to the consolidation.

### c. Request of a Parcel Owner

The Special Assessments on some or all of the Parcels may be reallocated upon the unanimous request of the owners of the Parcels for which the Special Assessments are to be reallocated if there has been a change in the estimate of the Equivalent Units applicable to one of the Parcels.

The reallocation of the Special Assessments shall be made pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Special Assessment after reallocation for each Parcel "X" for which the Special Assessments are being reallocated
- B = the sum of the Special Assessments immediately prior to reallocation of the Parcels for which the Special Assessments are being reallocated
- C = the Equivalent Units of Parcel "X" after the reallocation
- D = the sum of the Equivalent Units after the reallocation for all of the Parcels for which Special Assessments are being reallocated

d. Principal Portion of Special Assessments and Annual Installment

The Principal Portion of Special Assessments and Annual Installment shall be set and reallocated in the same manner as the Special Assessments.

**3. Reduction in the Special Assessments**

a. Reduction in Costs

If the Board of Directors resolves that the total actual costs to be incurred by the Authority, including the costs of the CDA Infrastructure Improvements and the costs related to the issuance and repayment of the Bonds, including refunding Bonds, and Administrative Expenses are less than the total amount of the Special Assessments, then the Board of Directors shall reduce the Special Assessments such that the sum of Special Assessments equals the total costs incurred or to be incurred. The Special Assessments shall be reduced for every Parcel of Assessed Property in the CDA District in the following manner.

First, if the CDA Infrastructure Improvements were or will not be completed using bond proceeds and, in the judgment of the Board of Directors, any Parcels were not fully improved by the CDA Infrastructure Improvements, the Special Assessments shall be reduced on these Parcels to represent the CDA Infrastructure Improvements provided to each Parcel as determined by the Board of Directors, in the reasonable exercise of its discretion. The Board of Directors may provide for the reduction in the Special Assessments by equal percentage for each Parcel or some other means if the Board of Directors determines this would be the most fair or practical method of reducing the Special Assessments.

Second, if additional reductions are to be made in the Special Assessments, the Special Assessments shall be reduced by an equal percentage such that the sum of the resulting Special Assessments for every Parcel equals the actual costs to be incurred by the Authority.

The Special Assessments as reduced according to the provisions of this section shall not be reduced to an amount that is less than the outstanding amount of the Bonds, debt service on the outstanding Bonds, and estimated Administrative Expenses.

The Principal Portion of Special Assessments shall be reduced in the same manner as the reduction in the Special Assessments such that the total of the Principal Portion of the Assessments is equal to the total principal of the outstanding Bonds and any Bonds to be issued (including refunding Bonds).

b. Repayment of the Bonds

The Special Assessment and the Annual Parcel Installment applicable to any Parcel shall be reduced each Assessment Year in an amount equal to the Annual Parcel Installment for such Parcel for the Assessment Year. The Principal Portion of Special Assessment shall be reduced for the Principal Portion of the Special Assessment included in the Annual Parcel Installment for each Parcel for the Assessment Year.

c. Prepayment of Special Assessment

The Special Assessments and the Principal Portion of Special Assessments applicable to any Parcel shall be reduced or eliminated, as the case may be, as the result of any prepayment of Special Assessments for the Parcel.

**D. METHOD OF DETERMINING THE ANNUAL PAYMENT**

Commencing with the Annual Payment to be collected as of the Commencement Year and for each following Assessment Year, the Administrator shall calculate, and the Board of Directors shall confirm the Annual Payment on each Parcel pursuant to the following provisions. All calculations in this section may be calculated twice each year for collection of the Annual Payment on each real property tax payment date based on the Incremental Tax Revenues available to be applied to the portion of the Annual Payment to be collected on each payment date as provided for in the Memorandum of Understanding. The total of the two payments shall equal the amount of the Annual Payment to be collected as provided for herein.

**1. The Annual Payment**

The Annual Payment shall be paid each year for any Parcel for which the Special Assessment has not been paid in full in an amount equal to the lesser of (i) the Annual Installment for the Parcel and (ii) an amount calculated pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Annual Payment for a Parcel;
- B = the Annual Revenue Requirement for the Assessment Year for which the Annual Payment is being calculated;
- C = the Adjusted Annual Installment for the Parcel;
- D = the Adjusted Annual Installment for all Parcels in the CDA District.

## **2. The Adjusted Annual Installment**

The Adjusted Annual Installment for a Parcel shall equal the Annual Installment for such Parcel less the Annual Credit for the Parcel.

## **3. The Annual Credit**

The Annual Credit for each Parcel for each Assessment Year shall be equal to the Incremental Tax Revenues included in the calculation of the Annual Revenue Requirement for that Assessment Year produced by that Parcel.

For purposes of calculating the Incremental Tax Revenues for each Parcel, the Base Year Tax Revenues for each Parcel shall be subtracted from the total tax revenues used to calculate the Incremental Tax Revenues for each Parcel. The Base Year Tax Revenues for each Parcel shall be an amount calculated pursuant to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Base Year Tax Revenues allocated to a Parcel for an Assessment Year;
- B = the Base Year Tax Revenues for the Assessment Year;
- C = the tax revenue for the Parcel as used to determine the Incremental Tax Revenues for the Assessment Year;
- D = the total tax revenue for all Parcels as used to determine the Incremental Tax Revenues for that Assessment Year.

This formula shall be applied separately for calculating the Base Year Tax Revenues for each type of tax included in the Incremental Tax Revenues.

## **E. UPDATING THE ASSESSMENT ROLL**

The Board of Directors shall provide for and approve an update the Special Assessment Roll from time to time but at least annually in accordance with the provisions herein in order to maintain records for the collection of Special Assessments. The Special Assessment Roll shall be updated each Assessment Year to reflect (i) the current Parcels in the CDA District, (ii) the Special Assessments allocated to each Parcel, including any adjustments to the Special Assessments as provided for herein, (iii) the Principal Portion of Special Assessments for each Parcel; (iv) the

Annual Installment for each Parcel for the Assessment Year, (v) the Annual Payment for each Parcel for the Assessment Year, (vi) prepayments of Special Assessments, (vii) termination of the collection of Special Assessments, and (viii) any other information helpful to the collection of Special Assessments.

**F. MANNER OF COLLECTION OF THE ANNUAL PAYMENT**

The Annual Payment shall be collected as provided for in the Memorandum of Understanding. The Authority shall notify the City of the amount of the Annual Payment to be collected on each Parcel each Assessment Year in a timely manner to allow the collection of the Annual Payment by the City. The City Council may provide for other means of collecting the Annual Payment, to the extent permitted under the Act.

**G. ADMINISTRATIVE REVIEW**

An owner of a lot claiming that a calculation error has been made in the update of Special Assessment Roll in any Assessment Year shall send a written notice describing the error to the Board of Directors not later than one year after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Board of Directors shall promptly review the notice, and if necessary, meet with the property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Board of Directors determines that a calculation error has been made that requires the Special Assessment Roll to be modified or changed in favor of the property owner, a cash refund may not be made for any amount previously paid by the owner (except for the final Assessment Year during which the Special Assessment shall be collected or if a determination is made that there will otherwise be sufficient funds available to meet the Annual Revenue Requirement for an Assessment Year), but an adjustment shall be made in the amount of the Annual Payment to be paid in the following Assessment Year. The decision of the Board of Directors regarding a calculation error relating to the Special Assessment Roll shall be conclusive as long as there is a rational basis for the determination.

**H. TERMINATION OF COLLECTION OF SPECIAL ASSESSMENTS**

Except for any delinquent Annual Payment and related penalties and interest, the Annual Payment may be collected for a term not to exceed the term of the Bonds, including refunding bonds. In no event shall the Annual Payment be collected beyond the period in which the Special Assessments are fully paid or the final Special Assessment is collected upon the repayment of the Bonds.

After the retirement of all Bonds, and the collection of any final and delinquent Special Assessments, penalties and interest, the Authority shall provide each owner of a Parcel a recordable document (or provide for the recordation of such document) evidencing the termination of the imposition and collection of Special Assessment.

**I. PREPAYMENT OF SPECIAL ASSESSMENT**

The Special Assessments on any Parcel may be fully paid at any time, the Special Assessments reduced to zero, and the obligation to pay the Annual Installments permanently satisfied by payment of an amount calculated according to the following provisions:

1. A sum equal to the Principal Portion of the Special Assessments for the Parcel, as it may have been set, reapportioned or reduced pursuant to the provisions herein; less,
2. A sum equal to (a) the amount needed to pay interest on the outstanding Bonds to be redeemed less the investment earnings on the prepayment amount until the Bonds can be called and redeemed, after taking into consideration the Annual Payment paid or to be paid but not accounted for in the calculation of the Principal Portion of the Special Assessments in Step 1 and (b) expenses of the Authority related to the prepayment.

The amounts calculated in the preceding steps shall be paid to the City and shall be used to pay costs related to the prepayment and for the repayment of the Bonds. Upon the payment of such prepayment amount to the Authority, the obligation to pay the Special Assessments for such Parcel shall be deemed to be permanently satisfied, the Special Assessments for such Parcel shall be reduced to zero, the Annual Installment shall not be collected on the Parcel thereafter, and the Authority shall provide to the owner (or cause to be recorded) a recordable notice of the payment of the Special Assessments within a reasonable period of time of receipt of such prepayment amount.

The Special Assessments may be prepaid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the City.

#### **J. MANDATORY PREPAYMENT OF SPECIAL ASSESSMENTS**

A Mandatory Prepayment of Special Assessments shall be required on any Parcel that is acquired by an entity that results in the Parcel being classified as Non-Benefited Property, if the Special Assessments may not be reapportioned to a Parcel of Assessed Property pursuant to the provisions of Section C.2. In the event an entire Parcel becomes Non-Benefited Property such that the Special Assessment cannot be reallocated to any other Parcel pursuant to the provisions of Section C, the Special Assessments shall become immediately due and payable by the Parcel, specifically prior to any transfer of the Parcel, but if and to the extent funds are available for that purpose from any of the following sources, may be collected from proceeds of a sale, condemnation, or other form of compensation for the property or from any other legally available source of funds. The Mandatory Prepayment of the Special Assessment shall be calculated as set forth in Section I.

#### **K. AMENDMENTS**

Immaterial amendments may be made to this Rate and Method of Apportionment of Special Assessments by the Board of Directors without further approval by the City Council and without further notice under the Act to owners of Assessed Property within the CDA District. Immaterial amendments shall be those that (i) clarify or correct minor inconsistencies in the matters set forth herein, (ii) provide for lawful procedures for the collection and enforcement of Special Assessments and other charges imposed herein so as to assure their efficient collection, and (iii)



otherwise improve the ability of the Authority to fulfill its obligations to impose and collect Special Assessments and charges imposed herein and to make it available for the payment of the Bonds, Administrative Expenses, and other costs of the Authority.

Amendments may not be made to this Rate and Method of Apportionment of Special Assessments pursuant to the procedure described above that would increase the total of the Special Assessments or charges as set forth herein.

**L. INTERPRETATION OF PROVISIONS**

The Board of Directors shall make all interpretations and determinations related to the application of this Rate and Method of Apportionment of Special Assessments, unless stated otherwise herein or in the Indenture, and as long as there is a rational basis for the determination made by the Board of Directors, such determination shall be conclusive.

**M. SEVERABILITY**

If any section or part of a section of this Rate and Method of Apportionment of Special Assessments is declared invalid or unenforceable, the validity, force, and effect of any other section or part of a section herein shall not thereby be affected or impaired unless such other section or part of a section herein is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unenforceable.

**Landmark Community Development Authority  
City of Alexandria, Virginia**

**APPENDIX A  
SPECIAL ASSESSMENT ROLL**

[Attached]

**Landmark Community Development Authority  
City of Alexandria, Virginia**

**APPENDIX A  
SPECIAL ASSESSMENT ROLL**

**Landmark Community Development Authority  
City of Alexandria, Virginia**

**APPENDIX A-1**

**TOTAL ANNUAL INSTALLMENTS**

**ANNUAL ASSESSMENTS**

Assessment Year Beginning	Principal	Interest	Administrative Expense	Annual Installment
2024	\$0	\$1,615,455	\$20,000	\$1,635,455
2025	\$0	\$4,566,240	\$30,400	\$4,596,640
2026	\$0	\$4,566,240	\$31,008	\$4,597,248
2027	\$708,000	\$4,566,240	\$31,628	\$5,305,868
2028	\$2,033,000	\$4,534,380	\$32,261	\$6,599,641
2029	\$2,124,000	\$4,442,895	\$32,906	\$6,599,801
2030	\$2,220,000	\$4,347,315	\$33,564	\$6,600,879
2031	\$2,320,000	\$4,247,415	\$34,235	\$6,601,650
2032	\$2,424,000	\$4,143,015	\$34,920	\$6,601,935
2033	\$2,533,000	\$4,033,935	\$35,618	\$6,602,553
2034	\$2,647,000	\$3,919,950	\$36,331	\$6,603,281
2035	\$2,767,000	\$3,800,835	\$37,057	\$6,604,892
2036	\$2,891,000	\$3,676,320	\$37,799	\$6,605,119
2037	\$3,021,000	\$3,546,225	\$38,555	\$6,605,780
2038	\$3,157,000	\$3,410,280	\$39,326	\$6,606,606
2039	\$3,299,000	\$3,268,215	\$40,112	\$6,607,327
2040	\$3,448,000	\$3,119,760	\$40,914	\$6,608,674
2041	\$3,603,000	\$2,964,600	\$41,733	\$6,609,333
2042	\$3,765,000	\$2,802,465	\$42,567	\$6,610,032
2043	\$3,934,000	\$2,633,040	\$43,419	\$6,610,459
2044	\$4,111,000	\$2,456,010	\$44,287	\$6,611,297
2045	\$4,296,000	\$2,271,015	\$45,173	\$6,612,188
2046	\$4,490,000	\$2,077,695	\$46,076	\$6,613,771
2047	\$4,691,000	\$1,875,645	\$46,998	\$6,613,643
2048	\$4,903,000	\$1,664,550	\$47,938	\$6,615,488
2049	\$5,123,000	\$1,443,915	\$48,896	\$6,615,811
2050	\$5,353,000	\$1,213,380	\$49,874	\$6,616,254
2051	\$5,595,000	\$972,495	\$50,872	\$6,618,367
2052	\$5,847,000	\$720,720	\$51,889	\$6,619,609
2053	\$6,109,000	\$457,605	\$52,927	\$6,619,532
2054	\$4,060,000	\$182,700	\$17,758	\$4,260,458
<b>Total</b>	<b>\$101,472,000</b>	<b>\$89,540,550</b>	<b>\$1,217,042</b>	<b>\$192,229,592</b>

**Landmark Community Development Authority  
City of Alexandria, Virginia**

**APPENDIX A-2**

**SPECIAL ASSESSMENTS**

Tax Parcel Number	Equivalent Units <sup>1</sup>	Special Assessment	Principal Portion of Special Assessment	Annual Installment (20XX-20YY Assessment Year) (To Be Updated Annually)		
				Annual Parcel Installments	Annual Credit	Annual Payment
047.02-03-08	319	\$25,958,932	\$13,702,910			
047.02-03-09	617	\$50,138,056	\$26,466,314			
047.02-03-05	875	\$71,107,149	\$37,535,244			
047.02-03-07	0	\$0	\$0			
047.02-03-06	554	\$45,025,455	\$23,767,532			
<b>Total</b>	<b>2,364</b>	<b>\$192,229,592</b>	<b>\$101,472,000</b>			

<sup>1</sup>See Appendix A-3.

**Landmark Community Development Authority  
City of Alexandria, Virginia**

**SPECIAL ASSESSMENT WORKSHEET**

Appendix A-3<sup>1</sup>

Proposed Development

Tax Parcel Number	Land Use Class						Total
	Class 1 (MF Affordable)	Class 2 (Multi-Family)	Class 3 (Stacked Flats)	Class 4 (Townhomes)	Class 5 (Commercial)	Class 6 (Hotel)	
047.02-03-08	205.0	232.0	0.0	0.0	10.0	0.0	447
047.02-03-09	14.0	395.0	0.0	0.0	230.2	0.0	639
047.02-03-05	12.0	539.0	109.0	31.0	73.8	145.0	910
047.02-03-07	0.0	0.0	0.0	0.0	0.0	0.0	0
047.02-03-06	11.0	378.0	0.0	46.0	81.3	0.0	516
<b>Total units</b>	242	1,544	109	77	395	145	2,512
<b>Equivalent unit factor</b>	0.38	1.00	1.32	2.07	0.94	0.37	
<b>Equivalent units</b>	92	1,544	144	159	372	54	2,364

Equivalent Units

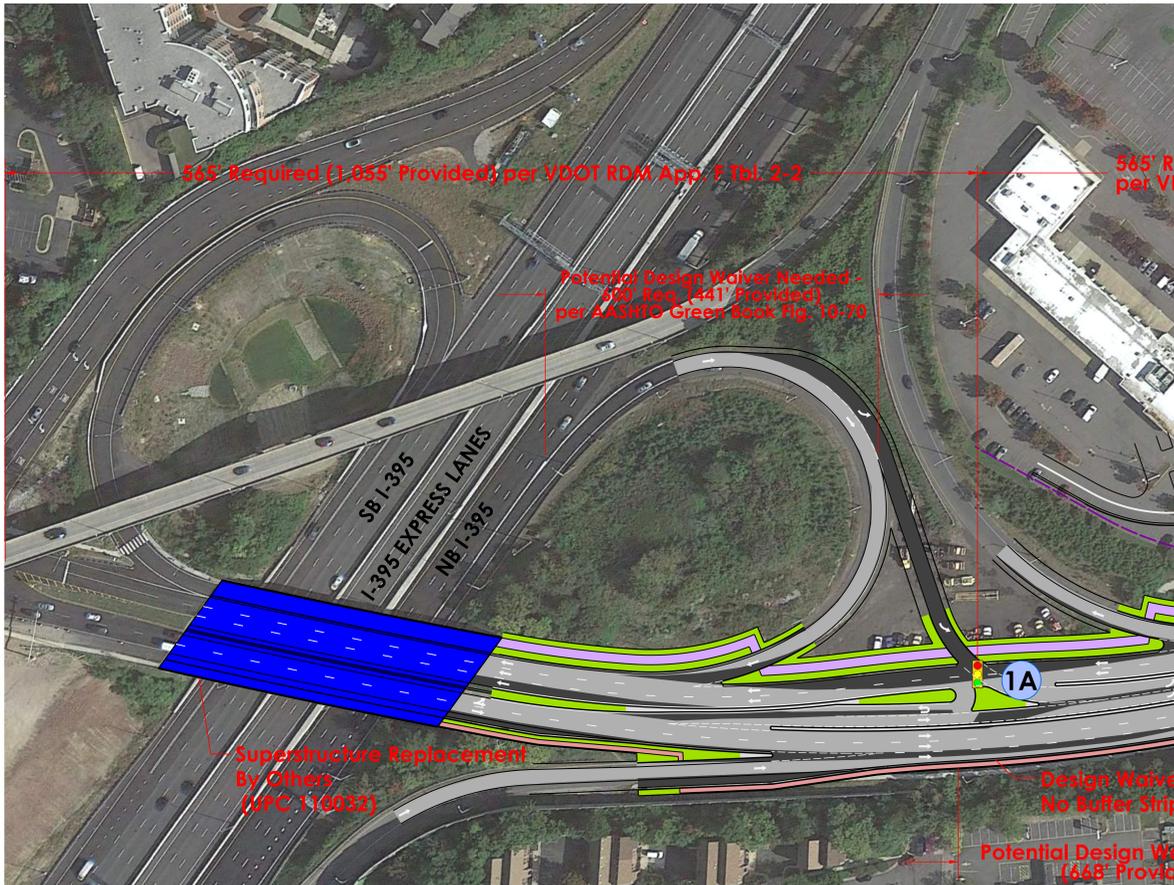
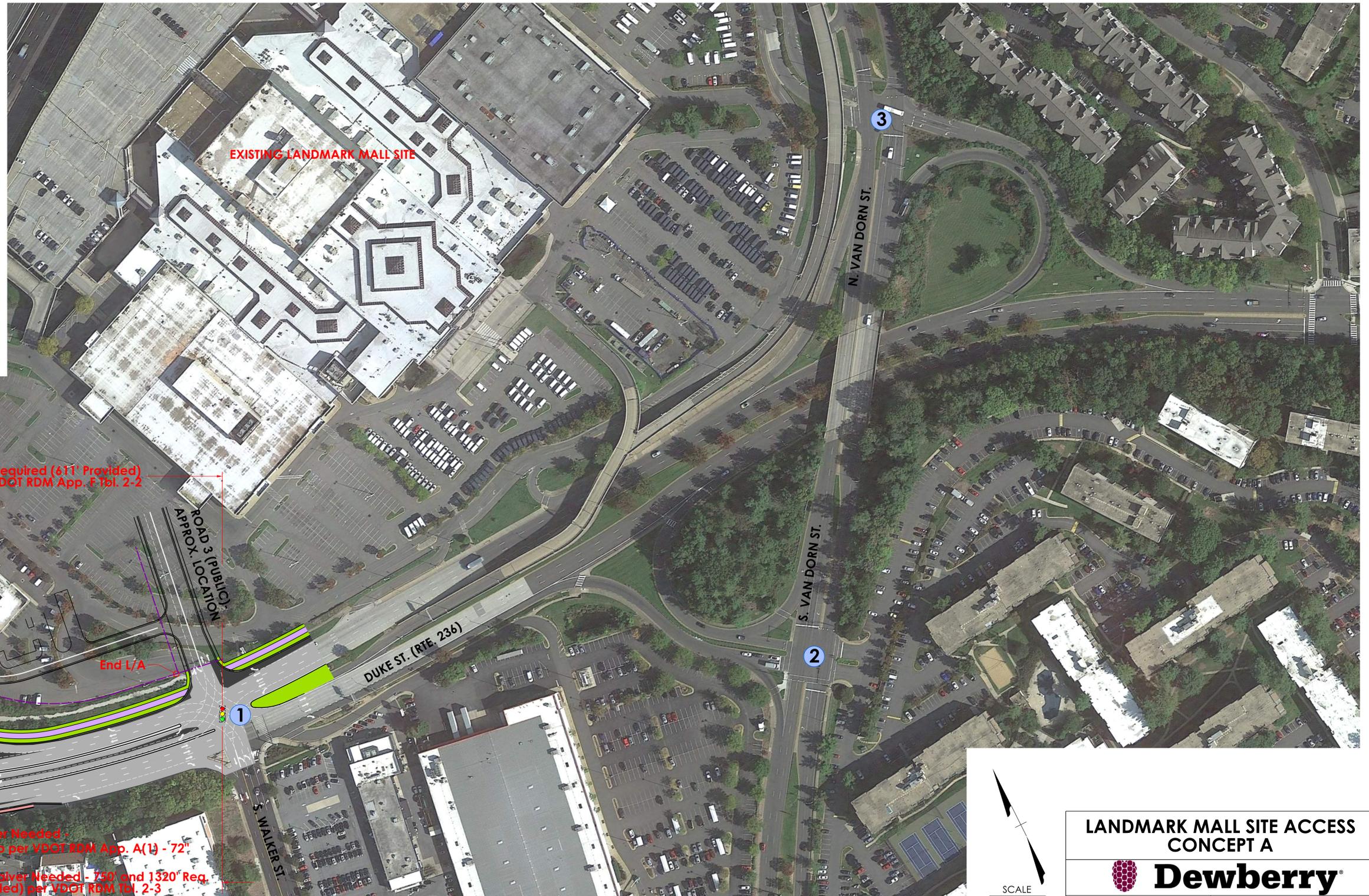
Tax Parcel Number	Land Use Class						Total
	Class 1 (MF Affordable)	Class 2 (Multi-Family)	Class 3 (Stacked Flats)	Class 4 (Townhomes)	Class 5 (Commercial)	Class 6 (Hotel)	
047.02-03-08	78	232	0	0	9	0	319
047.02-03-09	5	395	0	0	216	0	617
047.02-03-05	5	539	144	64	69	54	875
047.02-03-07	0	0	0	0	0	0	0
047.02-03-06	4	378	0	95	76	0	554
<b>Total equivalent units</b>	92	1,544	144	159	372	54	2,364

Tax Parcel Number	Total Equivalent Units	Percentage of Total	Allocation of Special Assessment	
			Special Assessments	Principal Portion
047.02-03-08	319	14%	\$25,958,932	\$13,702,910
047.02-03-09	617	26%	\$50,138,056	\$26,466,314
047.02-03-05	875	37%	\$71,107,149	\$37,535,244
047.02-03-07	0	0%	\$0	\$0
047.02-03-06	554	23%	\$45,025,455	\$23,767,532
<b>Total</b>	2,364	100%	\$192,229,592	\$101,472,000

<sup>1</sup>Commercial equivalent units are shown per 1,000 square feet. Hotel equivalent units are shown per room. MF affordable, Multi-Family, Stacked Flats, and Townhomes are shown per unit.

**LEGEND**

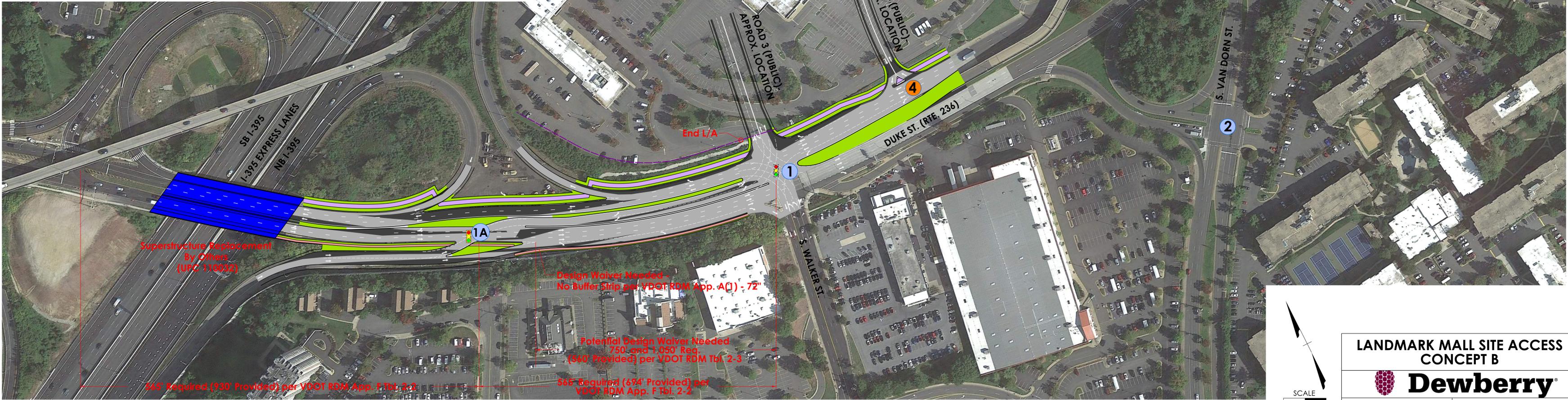
-  New Full Depth Asphalt Concrete
-  Alternative 1: Mill and Replace and/or Wedge Asphalt/Hydraulic Cement Concrete Pavement  
Alternative 2: Replace Asphalt/Hydraulic Cement Concrete Full Depth
-  Raised Concrete Median
-  Shared Use Path
-  Sidewalk
-  Raised Grass Median
-  Intersection Number
-  Future Intersection
-  Existing/Modified Signalized Intersection
-  Proposed Signalized Intersection
-  Lane Usage
-  Existing R/W



<b>LANDMARK MALL SITE ACCESS CONCEPT A</b>	
	
Date: 2/8/2021	NOT FOR CONSTRUCTION
Scale: 1" = 50'	

**LEGEND**

-  New Full Depth Asphalt Concrete
-  Alternative 1: Mill and Replace and/or Wedge Asphalt/Hydraulic Cement Concrete Pavement  
Alternative 2: Replace Asphalt/Hydraulic Cement Concrete Full Depth
-  Raised Concrete Median
-  Shared Use Path
-  Sidewalk
-  Raised Grass Median
-  Intersection Number
-  Future Intersection
-  Existing/Modified Signalized Intersection
-  Proposed Signalized Intersection
-  Lane Usage
-  Existing R/W



<b>LANDMARK MALL SITE ACCESS CONCEPT B</b>	
	
Date: 2/4/2021	NOT FOR CONSTRUCTION
Scale: 1" = 50'	



## **Exhibit M**

### Private Infrastructure with Public Access

The below infrastructure as shown on the approved April 9<sup>th</sup> 2021 CDD, as may be amended.

- Public Parks and Open Space on Blocks F, N, R, and P
- Private Section of Road 1
- Private Section of Road 4
- Road 7

**Exhibit N-1**

Development Plan



**EXHIBIT N-2**

**Exhibit N-2: Development Schedule**

<b>Seminary Road Land Use Approval</b>	June 19th 2021
<b>Pending Landmark Land Use Approval</b>	July 6th 2021
<b>Infrastructure Entitlement</b> (Preliminary Infrastructure Site Plan & Final Infrastructure Site Plan)	Q3 2021 - Q3 2023
Preliminary Infrastructure Site Plan Initial Submission	4Q 2021
Preliminary Infrastructure Site Plan Approval <sup>1</sup>	3Q 2022
Final Infrastructure Site Plan First Submission	3Q 2022
Final Infrastructure Site Plan Approval <sup>1</sup>	3Q 2023
<b>Demolition &amp; Site Preparation</b>	3Q 2022- 3Q 2023
Site Prep Start	3Q 2022
Demolition Complete	6/30/2023
Site Prep Complete	3Q 2023
<b>Infrastructure Construction</b> (On-site & Off-site Infrastructure excluding Blocks F, N, R, P)	3Q 2023 - 3Q 2025
<b>Inova On-site Pad Ready Work Complete<sup>2</sup></b>	1Q 2024
<b>Inova Pad Ready Work Complete</b>	3Q 2025
<b>Private Infrastructure with Public Access: Block F, N, R, P</b>	Concurrent with Adjacent Building Development

1 - Milestone dates are dependent on City regulatory reviews and approvals. These dates do not govern or dictate City regulatory review processes and are subject to change based on actual City approval dates.

2 - This is an interim milestone date and does not impose additional requirements on Developer. The Access Agreement governs coordination of On-Site Pad-Ready Work.

## Exhibit N-3

### Development Budget

				Infrastructure Cost		Funding Allocation Table	
	Hard Costs <sup>1</sup>	Soft Costs <sup>2</sup>	Total Cost	Public Infrastructure	Private Infrastructure with Public Access	City Funding	Developer Funding
				\$ Amount	\$ Amount	\$ Amount	\$ Amount
<b>Off-Site CDD Infrastructure</b>							
Off-Site Infrastructure (excl. I-395 Interchange)	\$27,270,000	\$9,640,000	\$36,910,000	\$36,910,000	\$0	\$36,910,000	\$0
<b>Subtotal</b>	<b>\$27,270,000</b>	<b>\$9,640,000</b>	<b>\$36,910,000</b>	<b>\$36,910,000</b>	<b>\$0</b>	<b>\$36,910,000</b>	<b>\$0</b>
<b>On-Site Infrastructure (incl. Inova Pad-Ready)</b>							
Preparation, Demolition, & Enablement <sup>3</sup>	\$17,470,000	\$6,180,000	\$23,650,000	\$8,886,724	\$14,763,276	\$8,886,724	\$14,763,276
Contaminated Soils on Hospital Campus	\$5,000,000	\$0	\$5,000,000	\$0	\$5,000,000	\$0	\$5,000,000
General On-Site Utility Facilities <sup>3</sup>	\$3,100,000	\$1,100,000	\$4,200,000	\$1,578,192	\$2,621,808	\$1,578,192	\$2,621,808
Parks & Open Spaces Improvements & Finishing	\$10,320,000	\$3,650,000	\$13,970,000	\$0	\$13,970,000	\$7,119,222	\$6,850,778
Existing Garage Rehab & Reconfiguration <sup>4</sup>	\$13,580,000	\$4,800,000	\$18,380,000	\$3,485,862	\$14,894,138	\$3,485,862	\$14,894,138
<b>Roadwork Infrastructure</b>							
Road 1 (Private)	\$5,960,000	\$2,110,000	\$8,070,000	\$0	\$8,070,000	\$4,000,000	\$4,070,000
Road 2 (Public) & Transit Hub	\$6,170,000	\$2,180,000	\$8,350,000	\$8,350,000	\$0	\$8,350,000	\$0
Road 3 (Public)	\$1,560,000	\$550,000	\$2,110,000	\$2,110,000	\$0	\$2,110,000	\$0
Road 4 (Private)	\$2,890,000	\$1,020,000	\$3,910,000	\$0	\$3,910,000	\$2,000,000	\$1,910,000
Road 4 (Public)	\$1,170,000	\$410,000	\$1,580,000	\$1,580,000	\$0	\$1,580,000	\$0
Road 5 (Public)	\$4,050,000	\$1,430,000	\$5,480,000	\$5,480,000	\$0	\$5,480,000	\$0
Road 6 (Public)	\$2,020,000	\$710,000	\$2,730,000	\$2,730,000	\$0	\$2,730,000	\$0
Road 7 (Private)	\$3,060,000	\$1,080,000	\$4,140,000	\$0	\$4,140,000	\$0	\$4,140,000
Public Road Scope Contingency	\$1,310,000	\$460,000	\$1,770,000	\$1,770,000	\$0	\$1,770,000	\$0
<b>Subtotal</b>	<b>\$77,660,000</b>	<b>\$25,680,000</b>	<b>\$103,340,000</b>	<b>\$35,970,778</b>	<b>\$67,369,222</b>	<b>\$49,090,000</b>	<b>\$54,250,000</b>
<b>Total</b>	<b>\$104,930,000</b>	<b>\$35,330,000</b>	<b>\$140,250,000</b>	<b>\$72,880,778</b>	<b>\$67,369,222</b>	<b>\$86,000,000</b>	<b>\$54,250,000</b>
<b>Total Infrastructure Cost &amp; Bond Proceeds</b>						<b>\$140,250,000</b>	

1. Includes hard cost contingency of 10%
2. Includes development fee of 7.0%
3. Percentage of "Public Infrastructure" calculated as Hospital Campus plus public roadways as a percentage of net site area (calculated as total site less existing garage and Block P, both undemolished)
4. Percentage of "Public Infrastructure" calculated as 550 stalls for Inova use as a percentage of total stalls in garage (2,900)

**Exhibit O-1**

City Standard Agreement for the Installation of Public Improvements

[See attached.]

**STANDARD AGREEMENT FOR INSTALLATION OF PUBLIC IMPROVEMENTS IN  
(SITE PLAN)**

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between

\_\_\_\_\_  
(Name of Developer) of

\_\_\_\_\_  
(Street Address, City & State)

hereinafter referred to as the "Developer" and the City of Alexandria, a municipal corporation of Virginia, hereinafter referred to as the "City", and together, the "Parties"

WITNESSETH:

WHEREAS, there are certain lands located in the City of Alexandria for which a site plan has been prepared for the Developer by \_\_\_\_\_

(Name of Engineer, Surveyor or Architect) (Street Address, City and State)

and dated [Click here to enter a date.](#); and

WHEREAS, the Developer has requested the approval of same by the City Planning Commission of Alexandria or the Director of the Department of City Planning and Zoning; and/or the Director of Transportation & Environmental Services.

WHEREAS, the City Council, the Planning Commission, the Director of City Planning & Zoning or the Director of T&ES has evidenced approved said site plan by action duly taken on [Click here to enter a date.](#); provided the Developer and the City agree on public improvements.

NOW, THEREFORE WITNESSETH, that the Parties hereto in consideration of the mutual agreements herein contained, mutually undertake, promise, and agree for themselves, their respective representatives, successors, and assigns as follows:

- (1) The Developer will, at its expense, furnish the materials, perform the work and install the improvements listed on below, to and made a part of this contract, all to be in strict accordance with this contract. Work to be completed within \_\_\_\_ days of the signing of this Agreement by the Parties. Time is of the essence of this Agreement.

The estimated cost of public improvements covered by this Agreement is \$\_\_\_\_\_ and the Developer shall be responsible for the following public improvements made a part of this agreement:

LIST IMPROVEMENTS

In addition, the City shall be responsible for the following public improvements:

LIST IMPROVEMENTS IF ANY

\*\*\* All soil erosion items to be completed within 6 months of the release of the plan; all other items to be completed within 365 days.

The Developer shall furnish to the City such surety bond or other form of guarantee as it shall be required to guarantee payment by the Developer for work done by the City under the terms of this agreement.

- (2) The Developer will pay all lawful Federal, State, and local taxes applicable in any way to the improvements stated in this Agreement.
- (3) The Developer will obtain at its own expense all permits and licenses required by law or ordinance prior to beginning work.
- (4) Where the sanitary sewer is to be constructed by the Developer under the provisions of (1) above, the Developer will pay to the City such sewer connection fees as are required by ordinances existing at this time work is begun; such payment to be made prior to beginning any work on said sewer.
- (5) Where the work is carried on, in or adjacent to any street, alley or public place, the Developer shall at its own cost and expense furnish and erect such barricades, fences, lights and shall provide such watchmen, and shall take such other precautionary measures for the protection of persons or property and of the work as may be required by the Director of Transportation and Environmental Services. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Developer shall furnish and maintain lights at each barricade. A

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- sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Developer shall furnish watchmen in sufficient numbers to protect the work. The Developer will be held responsible for and shall hold the City harmless from all damage to the work or persons or property due to failure of barricades, signs, lights, and watchmen to protect it. The Developer's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen, shall not cease until the project shall have been accepted by the City.
- (6) The Developer shall be responsible for the preservation of, and shall use every precaution to prevent damage to, all trees, shrubbery, plants, lawns, fences, culverts, bridges, pavements, driveways, sidewalks, etc.; to all water sewer, and gas lines; to all conduits; to all overhead pole lines or appurtenances thereof; and to all other public or private property along or adjacent to the work.
  - (7) The Developer shall not throw, cast, lay, deposit, drop, scatter, leave or cause to be thrown, cast, laid, deposited, scattered or left by any person, truck or vehicle, upon any street, alley, highway, sidewalk or other public place (which places are not on the site on which the work pursuant to this contract is being done) any dirt, trash, ashes, mud, gravel, sand, building material or matter of any other kind. Points of access to the project shall be approved by the Director of Transportation and Environmental Services. Routes of hauling waste, material shall be subject to approval by the City Manager.
  - (8) Upon completion of the work and before acceptance, the Developer shall clean and remove from the site, the right-of-way and adjacent property to the satisfaction of the City, all surplus and discarded materials, rubbish and temporary structures, restore in an acceptable manner all property, both public and private which has been damaged during the prosecution of the work and shall leave the site and vicinity unobstructed and in a neat and presentable condition throughout the entire length of the work under contract. The placing of materials of every character, rubbish or equipment on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal.
  - (9)
    - (a) Prior to beginning of any public improvement construction pursuant to this contract the Developer will obtain, or cause any and all subcontractors to obtain, proper construction permits for the performance of such work.
    - (b) The Developer assumes full responsibility for all public improvements during construction thereof and shall indemnify and save harmless the City of and from all loss or damage to property, or injury or death of any and all persons, or from any suits, claims, liability or demands in connection therewith, however caused, resulting directly or indirectly by reason of construction or use of any public improvements prior to final acceptance of same by the City, or resulting directly or indirectly from the Developer's failure to maintain and keep in good repair the work herein contracted to be done for a period of one year from the date of final acceptance, as provided in section (11) below. Upon completion of construction the Director of Public Works shall inspect same and if he finds same to have been constructed in accordance with the plans and specifications, he shall send a Notice of Acceptance, in writing, to the Developer. Upon issuance of Notice of Acceptance the Developer shall be relieved of any liability subsequently arising from use of such accepted improvements, except such liability as results from the Developer's failure to maintain and keep in good repair the work herein contracted a maintenance bond from the date of final acceptance, as provided in section (11) below. Except as hereinafter noted such improvements shall become the sole property of the City. As additional security to the City, the Developer shall at its expense provide Public Liability Insurance protecting the City in the amount of at least \$ \_\_\_\_\_ / \_\_\_\_\_ and Property Damage in the amount of at least \$ \_\_\_\_\_, such insurance to remain in effect until \_\_\_ year(s) from the date of final acceptance.
  - (10) The Developer is to furnish to the City a Performance Bond, equal to cost of construction to be done by him, based on an estimate approved by the Director of Public Works, to ensure faithful performance of this contract.
  - (11) The Developer will maintain and keep in good repair the work herein contracted and the Developer is to furnish, prior to final acceptance of any improvement, a maintenance bond to run for a period of one year for public improvements and three years for landscaping per the Zoning Ordinance from date of final acceptance of such improvement, guaranteeing the City against any defects in material or workmanship.

- (12) The Developer will pay, to the City, in advance or in such manner as approved by the City Manager, the cost of all inspections, tests and engineering incurred by the City in connection with the project. Engineering costs for review of the plans shall be based on the schedule as set forth on approved estimate to and made a part of this contract.
- (13) Upon signing of this agreement by the Developer and upon receipt of the required Performance Bond, and inspection and engineering payment, Certificate of Insurance, to protect the City, the City Manager shall cause the plat of subdivision to be released for recording purposes.
- (14) This agreement, together with the approved plan, Certificate of Insurance, Guarantee of Payment, Addenda thereafter, Notice of Final Acceptance, taken as a whole, shall constitute the contract between the Developer and the City.

IN WITNESS WHEREOF, THE CITY AND THE DEVELOPER HAVE EXECUTED THIS AGREEMENT AND AFFIXED THEIR SIGNATURES AND SEALS:

\_\_\_\_\_  
 (Developer)  
 \_\_\_\_\_  
 (Witness)

\_\_\_\_\_  
 By: \_\_\_\_\_  
 \_\_\_\_\_  
 (Type or print name under signature)

(Seal) Attest: \_\_\_\_\_  
 (To be used when Developer is a Corporation)

Attest: \_\_\_\_\_  
 (City Clerk)

Title: \_\_\_\_\_  
 By: \_\_\_\_\_  
 (City Manager)  
 City of Alexandria, Virginia



**Exhibit O-2**

**Form of Bond**

BOND NUMBER \_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

hereinafter called the "Principal") and \_\_\_\_\_

a corporation organized under the laws of \_\_\_\_\_ and authorized to conduct business in the Commonwealth of Virginia (hereinafter called the "Surety") are held and firmly bound unto the City of Alexandria, a municipal corporation of Virginia (hereinafter called the "City") in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which we hold ourselves, our heirs, executors, administrators, successors and assigns for the faithful performance of a certain written contract, dated the \_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_ entered into between the Principal and the City of Alexandria, a municipal corporation of Virginia, for:

Public Improvements as Shown in the Approved Plan (Type Items, Their Quantities and Units of Job)

Lettings In Accordance With the Approved - \$ \_\_\_\_\_

NOTE: THIS IS FOR DSPW (Site Plan Number and Name)

A copy of which said Contract is incorporated herein by reference, and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, That, if the Principal shall in all respects faithfully perform said contract (including contract documents and alterations or changes in contract) in strict conformity to the plans and specifications and conditions of said contract, including the time specified within which the work is to be completed, and including payment to all persons performing labor and furnishing materials in the prosecution of the work, and shall indemnify and save harmless the said City against and from all costs, expenses, damages, injury or setback, want of care or skill, negligence or default, including patent infringement on the part of said Principal, agents or employees, in the execution or performance of said Contract, including errors in the plans furnished by the Principal or City, and further, if such Principal shall promptly make payment to all persons supplying him, them, or it, labor, material and supplies, used directly or indirectly by said Principal, Contractor, Subcontractor or any person in the prosecution of the work provided for in said Contract, this obligation shall be void; otherwise, the same shall remain in full force and effect, provided, however, that the total liability of the Surety herein shall in no event exceed the penal amount of this obligation.

And the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns jointly and severally, that they will employ and fully protect the said City against and will pay out all amounts, damages, costs and judgments which may be recovered against or which the City may be called upon to pay to any person or corporation by reason of any damage arising from the performance of said work, repair or maintenance thereof, or the manner of doing the same, or neglect of the said Principal or his agents or servants, or the improper performance of the said work by the Principal or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid, or otherwise.

And the said Principal and Surety hereby further bind themselves, their successors, heirs, executors, administrators and assigns, jointly and severally, to repay the City any sum which the City may be compelled to pay because of any lien for labor or material furnished for the work, embraced by said Contract.

And the said Principal and Surety agree that not only said City but person doing work or furnishing labor, material, or other thing of value, as above stated may sue on this bond for their use on account of any sum due them for anything so furnished.

The Principal and the Surety do hereby expressly waive any objection that might be interposed as to the right of the City to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, material men and third persons, for work, labor, services, supplies or material furnished, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the City to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligation of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therefor, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby have notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees, shall have the same effect as to said Surety as though done or omitted to be done and in relation to the Principal.

IN WITNESS WHEREOF, this instrument has been executed by duly authorized representatives of the Principal

and Surety this \_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

SURETY

PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Attorney-in-Fact

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

By: \_\_\_\_\_ (SEAL)  
Resident Agent

Title: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(address in full)

Attest: \_\_\_\_\_ (SEAL)  
Secretary

ADDRESS: \_\_\_\_\_  
(address in full)

### **Exhibit O-3**

#### **Requirements for City Oversight of Public Infrastructure Improvements and Offsite CDD Infrastructure**

The redevelopment of Landmark Mall will include public infrastructure dedication. The public infrastructure will be designed and constructed by the Developer. The City of Alexandria is providing a funding contribution towards construction of the public infrastructure. Upon acceptance by the City, the infrastructure will be operated and maintained by the City. Therefore, design and construction of the infrastructure must be in accordance with the same standards and specifications required for projects procured directly by the City. The City shall provide design review and construction oversight at the same level required for City procured projects. The City of Alexandria Department of Project Implementation (DPI) shall have responsibility for quality assurance of public infrastructure design and construction. Progress payments will be made as provided in the Development Agreement. Notwithstanding anything set forth in this Exhibit O-3 or the Development Agreement to the contrary, no rights of the City as provided herein will modify, change, alter or add to the obligations of Developer nor reduce any rights of Developer with respect to bidding and award processes and the administration any and all Construction Agreements, all as Developer determines in its sole discretion, except as expressly provided in Section 4.3(b)(i) of the Development Agreement.

#### **Design**

The Developer shall produce construction drawings and specifications in accordance with the latest editions of the references provided below. The construction specifications will be further detailed during the design review process. In the case of conflicts between the references, City of Alexandria requirements shall take precedence. In addition to the City development review submittals, plans and specifications shall be simultaneously submitted to DPI for review at Concept, Preliminary, and Final plans (each iteration). Specifications shall be in CSI MasterFormat. DPI reviewers will have 30 days for each review and will provide written comments. Comments must be addressed in the subsequent submission with responses and actions documented in a comment disposition tracking document. The final design shall be of sufficient detail to allow the City to verify that the proposed improvements meet the required criteria.

The project design shall comply with applicable City, State, and Federal ordinances, regulations, guidelines, codes, laws, and additional requirements of authorities having jurisdiction. The project will be designed in accordance with the following:

- [City of Alexandria Zoning Ordinance](#) and [Code of Ordinances](#), taking particular note of:
  - Development Approvals and Procedures
  - Environmental Management
  - Archaeological Protection Code
- [VDOT Road and Bridge Standards](#)
- AASHTO Guide for the Development of Bicycle Facilities
- [VDOT Road Design Manual](#)
- [VDOT Drainage Manual](#)
- AASHTO LRFD bridge design specifications
- [Virginia Uniform Statewide Building Code](#)
- [Virginia Erosion and Sediment Control Handbook](#)
- [Virginia Stormwater Management Program](#) requirements
- [City of Alexandria Landscape Guidelines](#)

- [City of Alexandria Green Building Policy](#)
- CDD 2020-2007
- [Virginia Stormwater Best Management Practice Clearinghouse](#) Design Specifications
- [City of Alexandria Green Streets and Sidewalks Stormwater Design Guidelines](#)
- City of Alexandria Green Streets and Sidewalks BMPs [Typical Drawings](#) and [Plant Lists](#)
- City of Alexandria requirements for Stormwater Quality Default Volume
- [City of Alexandria Memorandums to Industry](#)
- [City of Alexandria Citywide Sidewalk Materials Guidance](#)
- City of Alexandria's Landmark/Van Dorn Small Area Plan (and amendments)
- [Alexandria Complete Streets Design Guidelines](#)
- [City of Alexandria's Design and Construction Standards](#) (July 1989, as may be amended)

The preceding links were provided for convenience. The Developer is responsible for ensuring that the most recent referenced editions are followed.

The Developer shall identify and coordinate with all appropriate regulatory agencies with jurisdiction over the area in which the project is proposed. A list of typical permits may be found on the City of Alexandria website and as shown below.

- [https://www.alexandriava.gov/uploadedFiles/tes/info/Article\\_XIII\\_2006.pdf](https://www.alexandriava.gov/uploadedFiles/tes/info/Article_XIII_2006.pdf)
- <https://www.alexandriava.gov/tes/oeq/info/default.aspx?id=50216>
- Water Quality Impact Assessment (WQIA) for any applicable areas where land disturbance could occur, including all requirements found in the City's Environmental Management Ordinance.
- Additional Permits, if required by the agency having jurisdiction, including Joint Permit Application (JPA):
  - Army Corps of Engineer (USACOE) 404 Permit
  - Virginia Marine Resource Commission
  - Virginia Department of Environmental Quality (Va. DEQ)
  - Virginia Department of Transportation
  - Virginia Department of Historic Resources
  - Building, Code, Right of Way, and Trade Permits, as applicable and required
- The project shall be designed to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387).

The Developer is responsible for all private utility coordination, including location of all existing utilities, preventing damage to existing facilities to remain, and replacing any utilities damaged by the Developer at no cost. The Developer shall coordinate all utility connection processes with utility companies and shall be responsible for all applicable costs and connection fees.

The Developer shall be responsible for addressing and incorporating in the design documents any statutory and regulatory environmental remediation required to address known contamination as and to the extent provided in the [Exhibit C-3](#) of the Development Agreement.

### **Construction**

The Developer shall construct all public infrastructure improvements per the approved drawings and specifications and in accordance with all permit conditions. Developer's work shall conform to all applicable Manufacturers Specifications, in addition to any applicable Federal, State, City, and other prevailing Codes, Laws, Rules and Regulations governing the work. The Developer shall save and hold

harmless the City from all damages, penalties, suits, judgments, and/or accidents which may occur from not following the above-mentioned codes, laws, rules and regulations. The Developer is responsible for all contaminated lands, and soils remediation and/or proper disposal on private property for Off-Site CDD Infrastructure at the City's sole cost, and not payable from Available Proceeds. The Developer is responsible for obtaining all required construction permits.

The City will utilize full-time construction management inspection services at the City's sole cost, and not payable from Available Proceeds, to verify compliance of the construction with the requirements of the approved drawings and specifications. The Developer shall provide space for one City inspector at the onsite project office/trailer as further detailed in the approved specifications. The approved specifications will detail the specific testing and quality assurance requirements for all public improvements. The City Inspector must verify the testing and inspections are in compliance with the specifications before payment. Requisitions will be approved for each element of work.

Inspection of the work to be furnished hereunder shall be made by the City. Acceptance of the work shall be in accordance with the Development Agreement. Periodic and daily site visits may be made by the City. Until final completion and acceptance, and after any rejection, risk of loss will be on the Developer. The City reserves the right to perform periodic spot inspections of equipment during construction.

The Developer shall assume all responsibility for guaranteeing the quality of all material and construction work. Developer shall assume all responsibility and testing requirements included in the specifications for assuring conformance with approved construction drawings and specifications. Documentation of all material testing, quality assurance, and inspections shall be comprehensively organized and furnished to the City. Additionally, the Developer shall participate in the City's Special Inspection Program per the [City of Alexandria Special Inspection Guidelines & Procedures](#).

- The Developer is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this Agreement conform to approved drawings and specification requirements, including any technical requirements of specified manufacturers. This Clause takes precedence over any City inspection and testing required in the approved specifications, except for Special Inspections or tests specified to be performed solely by the City.
- The Developer shall maintain an adequate inspection system and perform such inspections as will ensure that the work called for by this Agreement conforms to the approved specifications. The Developer shall maintain complete inspection records and make them available to the City. All work shall be subject to City inspections and tests, at all places and at all reasonable times before acceptance, to ensure strict compliance with the terms of the Agreement and approved construction drawings and specifications.
- City inspections and tests are for the sole benefit of the City and do not:
  - Relieve the Developer of responsibility for providing adequate testing procedures and quality control measures;
  - Relieve the Developer of responsibility for damage to or loss of the material before acceptance;
  - Constitute or imply acceptance or approval of means and methods; or
  - Affect the continuing rights of the City after acceptance of the completed work.
- The presence or absence of a City Inspector does not relieve the Developer from any Agreement requirement, nor is the Inspector authorized to change any term or condition of the specification.

- The Developer shall, without charge, replace or correct work found by the City not to conform to the approved drawing and specification requirements unless, in the public interest, the City consents to accept the work. The Developer shall segregate and promptly remove rejected material from the premises.
- If, before acceptance of the entire work, the City decides to examine already completed work by destructive testing, deconstruction, or removal, the Developer, on request, shall furnish promptly all necessary equipment, facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect, the Developer shall bear expenses of the examination and satisfactory reconstruction. However, if the work is found to meet approved drawing and specification requirements, the City shall pay for the additional cost of the examination and reconstruction and the same shall constitute a City Delay in the Agreement.
- Unless otherwise specified in the Development Agreement, the City shall accept, as promptly as practicable after completion and inspection, all work required by the Development Agreement. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's rights under any warranty or guarantee as stipulated in the approved specifications.

#### Substantial and Final Completion

- When the Developer considers that the work, or such portion thereof, to be substantially complete, the Developer shall give the City written notice of such fact, together with a list of any items acknowledged to be incomplete or not in accordance with the approved drawings and specifications.
- Within fifteen (15) business days of receipt of the Developer's notice, the City will make an inspection to determine whether the work or such designated portion thereof, is substantially complete. If the City's inspection discloses any items, whether or not included on the Developer's list, which are incomplete and not in accordance with the requirements of the approved drawings and specifications, and which prevent Substantial Completion, the Developer shall, before issuance of the written acknowledgement confirming Substantial Completion by the City, complete or correct such items upon notification by the City. The Developer shall then submit a request for another inspection by the City to determine Substantial Completion. At the time of the written acknowledgement confirming Substantial Completion, the City shall provide the Developer a comprehensive punch list of items to be completed and/or corrected. The Developer shall proceed promptly to complete and correct items on the punch list. Failure to include an item on the punch list does not alter the responsibility of the Developer to complete all work in accordance with the approved drawings and specifications.
- When the work, or such designated portion thereof, is substantially complete, the City shall provide a written acknowledgment of Substantial Completion which shall establish the date of Substantial Completion.
- As-builts must be prepared by the Developer prior to achieving Final Completion. Submit digital copies of as-built drawings in both AutoCAD and PDF format. As-built drawings must reflect all project elements and utility infrastructure and must be signed and sealed by a professional surveyor licensed in the Commonwealth of Virginia. Landscape as-built items must comply with Landscape Guidelines for verification by a landscape architect licensed in the Commonwealth of Virginia.
- Upon fifteen (15) business day notice by Developer, and upon the Developer's submission of a final application for payment, the City will conduct a final inspection of the work. When the City determines the final punch list has been completed (to include Contractor and sub-contractor's

written release of liens), the City shall promptly prepare and issue written notice of acceptable Final Completion and compliance with the Development Agreement to release final payment.

**Exhibit P**

Form of Requisition

REQUISITION NO \_\_\_\_\_

City of Alexandria, Virginia

\$[\_\_\_\_\_] City of Alexandria General Obligation Bonds  
Series 2023

Pursuant to Section 5.2(b) of the Landmark Mall Development and Financing Agreement (the “Development Agreement”), dated as of July [\_\_\_\_], 2021, between the City of Alexandria, Virginia (the “Issuer”) and Landmark Land Holdings, LLC (“Developer”), you are requested to disburse the amount indicated below. The Developer has completed and hereby certifies to the Issuer as to items 1 through 13 below. All capitalized terms not defined herein shall have the meanings provided in the Development Agreement.

The undersigned certifies on behalf of the Developer that:

1. This is requisition number [\_\_\_\_\_].
2. The name(s), address(es) and wire instruction(s), as applicable, of the person(s), firm(s) or corporation(s) to whom payment is due are reflected on Schedule I hereto.
3. The total amount to be disbursed pursuant to this requisition is \$[\_\_\_\_\_].
4. The purpose of the payment is for costs of the Public Infrastructure Improvements or Private Infrastructure with Public Access. The amounts drawn to date (including the amounts requisitioned by this Requisition) are reconciled to the Development Budget pursuant to Schedule II and the Schedule of Values (as defined in the Development Agreement).
5. Each of the obligations for which the requisition is being made were properly incurred and none of the items for which funds are being requisitioned has formed the basis for any disbursement previously made.
6. Each item for which funds are being requisitioned (a) is a proper item (*i.e.*, a cost of the Public Infrastructure Improvements or Private Infrastructure with Public Access or Offsite CDD Infrastructure) and constructed per the Final Infrastructure Site Plan, (b) has been incurred in connection with the construction of the Public Infrastructure Improvements or Private Infrastructure with Public Access or Offsite CDD Infrastructure and (c) meets all quality and documentation requirements of the City as expressly provided in **Exhibit O-3**.

7. The funds being requisitioned will be used as represented and warranted in the Development Agreement.

8. (a) The labor, construction materials and construction equipment used in or with respect to the Private Infrastructure with Public Access Improvements, Private Infrastructure with Public Access or Offsite CDD Infrastructure with respect to which such requisition is made are not subject to any lien, attachment or security interest except if such lien or security interest is being contested in good faith, or (b) the funds being requisitioned will be used to satisfy any such existing lien, attachment or security interest.

9. No written notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable under the requisition to any of the persons named in it has been received by Developer, and no notice that any construction materials, supplies or equipment covered by the requisition is subject to any lien or security interest has been received by Developer, or if any such notice of any lien, attachment or claim has been received by Developer, such lien, attachment, claim or security interest has been released or discharged or will be released or discharged upon payment of the requisition (except as otherwise contested by Developer in good faith).

10. [Reserved.]

11. Payment of the costs being funded in whole or in part by the disbursement is authorized under the Development Agreement.

12. No Event of Default has occurred and is continuing under the Development Agreement.

13. Attached to this requisition are copies of invoices, receipts, canceled checks, vouchers, statements, bills of sale or other evidence of the obligation, payment for which is being requisitioned hereby, as required by Section 5.2 of the Development Agreement.

The undersigned hereby agrees that this requisition is irrevocable and may not be canceled by Developer.

Dated this [ ] day of [ ], 20[ ].

Landmark Land Holdings, Ltd., a Delaware  
limited liability company

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



APPROVED:

The City of Alexandria, Virginia

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

**SCHEDULE I  
PROJECT FUND REIMBURSEMENT AND THIRD PARTY PAYMENTS**

(1) Total amount of disbursement pursuant to this Draw Request: **\$** \_\_\_\_\_ -

(2) Reimbursement to *Developer* :

<u>Item</u>	<u>Contractor/Supplier</u>	<u>Invoice #</u>	<u>Date of Payment</u>	<u>Amount</u>	<u>Payment Instructions*</u>
1.					
2.					
3.					
4.					
5.					
6.					
	Total			\$ -	

(3) Payment Jointly to Developer AND third party payees:

<u>Item</u>	<u>Contractor/Supplier</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>Payment Instructions*</u>
1.					
	Total Vendor			\$ -	
	Total			\$ -	

(4) Payment to third party payees (only):

<u>Item</u>	<u>Contractor/Supplier</u>	<u>Invoice #</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>Payment Instructions*</u>
1.					
	Total Vendor			\$ -	
2.					
	Total Vendor			\$ -	
3.					
	Total Vendor			\$ -	
	Total			\$ -	

The items listed for reimbursement to the Developer or payment jointly or to third party payees are supported by attached copies of invoices, statements, or other proof expenditures included on the Supplement to Schedule II.

\*If a check is to be mailed, include payee address. In the case of a wire transfer, include bank name, address, contact name at bank, ABA number and account number.

*Replace "Developer" with entity to be paid*

*Add sections for additional vendors as needed.*

**SCHEDULE II  
PROJECT FUND BUDGET AND DRAW REQUEST SUMMARY**

Item or Category	Original Budget	Budget Revisions	Current Budget	Previous Draws Approved	Current Draw	Total Draws	Balance Left to Draw
			\$ -	\$ -		\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -
			\$ -	\$ -		\$ -	\$ -
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**SUPPLEMENT TO SCHEDULE II  
PROJECT FUND DRAW REQUEST SUMMARY DETAIL**

Budget item	Vendor	Invoice #	Amount of Payment
Sub-total			\$ -
Sub-total			\$ -
Sub-total			\$ -
Sub-total			\$ -
<b>Total Requisition Amount</b>			<b>\$ -</b>



**CERTIFICATE OF DIRECTOR  
REQUEST FOR PAYMENT FROM THE [PROJECT FUND]**

REQUISITION NO. \_\_\_\_\_

The undersigned is serving as the “Director” pursuant to the Development Agreement. All capitalized terms used herein shall have the meanings set forth in the Development Agreement. The undersigned certifies as follows:

1. Based on the Director’s review of the Requisition and reliance upon invoices, copies of checks, and other information provided by Developer, the amounts requested on the attached Requisition No. \_\_\_\_\_ represent the costs of the labor, material, equipment or supplies furnished, or a combination thereof, in each case incurred in connection with the construction of the Public Infrastructure Improvements and/or Offsite CDD Infrastructure and/or Private Infrastructure with Public Access which are eligible to be paid pursuant to the Development Agreement.

2. To the extent the amounts requested represent payment for Public Infrastructure Improvements, Private Infrastructure with Public Access or Offsite CDD Infrastructure which have been completed, such Public Infrastructure Improvements, Private Infrastructure with Public Access or Offsite CDD Infrastructure have been completed in accordance the requirements of the Development Agreement.

3. This certificate is based Director’s review of the Public Infrastructure Improvements, Private Infrastructure with Public Access or Offsite CDD Infrastructure not a detailed inspection or audit. Nothing herein constitutes a warranty or guaranty by the Director. This certificate is furnished solely for the purposes set forth in the Development Agreement shall not, without the Director’s prior written consent, be relied upon by, or furnished or disclosed to, in whole or in part, any other person.

IN WITNESS WHEREOF, I have executed this Certificate of Director on behalf as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, as  
**Director**

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

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

Title: \_\_\_\_\_

**CERTIFICATE OF  
REQUEST FOR PAYMENT FROM THE [PROJECT FUND]**

REQUISITION NO. \_\_\_\_\_

The undersigned submits this Certificate in accordance with the provisions of the Indenture of Trust, dated as of \_\_\_\_\_ (the "Indenture") between City of Alexandria, Virginia (the "Issuer") and \_\_\_\_\_, as Trustee. All capitalized terms used herein shall have the meanings set forth in the Indenture. The undersigned certifies as follows:

1. The undersigned is an Authorized Issuer Representative.
2. The obligation or obligations set forth in the attached Requisition No. \_\_\_\_ have been incurred by or on behalf of the Issuer to pay Costs of the Public Infrastructure Improvements and are proper charges against the [Project Fund].
3. The amount or amounts requested pursuant to Requisition No. \_\_\_\_ have not been the basis for a prior requisition which has been paid from the [Project Fund].
4. The undersigned has approved the Requisition in accordance with the provisions of the Development between the Issuer and Landmark Land Holdings LLC dated \_\_\_\_\_ 2021.
5. The representations made herein are based on accompanying certifications of Developer and, if applicable, the Director (as defined in the Development Agreement).
6. Payment in the amount of \$ \_\_\_\_\_ is to be made according to the instructions in the attached Exhibit A for the purposes set forth in the attached Requisition No. \_\_\_\_.

Dated: \_\_\_\_\_, 20\_\_\_\_

***CITY OF ALEXANDRIA, VIRGINIA***

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

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

Title: \_\_\_\_\_

**CERTIFICATE OF [CITY DESIGNEE]  
REQUEST FOR PAYMENT FROM THE [PROJECT FUND]**

**REQUISITION NO. \_\_\_\_\_**

I, \_\_\_\_\_, hereby certify that I hold the position designated beneath my signature and that I have all authority necessary to execute this certificate. Terms used herein and not otherwise defined herein shall have the meaning given such terms in the Indenture of Trust and the Development Agreement.

The undersigned hereby certifies that s/he reviewed Request for Payment from the [Project Fund], Requisition No. \_\_\_\_\_, (the "Requisition") including all attachments and exhibits thereto and found it to be in the appropriate form required by the Development Agreement [and the Indenture]. The Requisition is hereby approved by the undersigned with respect to such requirements. The undersigned has not undertaken an independent review of the construction of the Public Infrastructure Improvements (as defined in the Development Agreement) relating to the Requisition.

Dated: \_\_\_\_\_, 20\_\_\_\_

[City Designee]

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

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

Title: \_\_\_\_\_

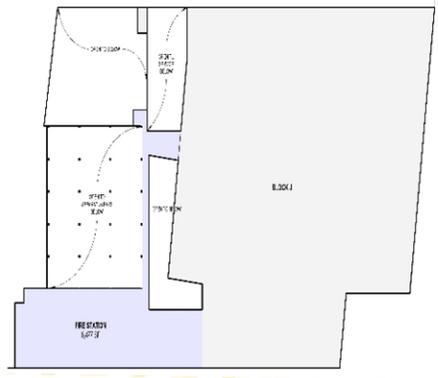


**Exhibit R**

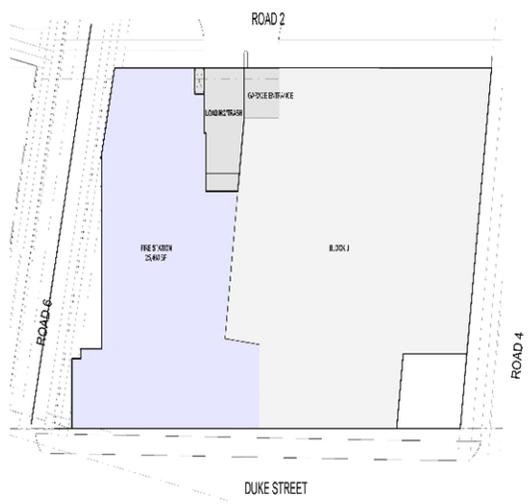
Fire Station/Block J Schematic

[see attached]

ONLY THE FOOTPRINTS ARE CONCEPTUAL ONLY AND WILL BE FINALIZED AT RFP



1 BLOCK J, METZAN, NE LEVEL  
 SCALE: 1/8" = 1'-0"



2 BLOCK J, LEVEL  
 SCALE: 1/8" = 1'-0"

**GENERAL NOTES**  
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE UTAH BUILDING CODE AND ALL APPLICABLE LOCAL ORDINANCES.  
 2. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A DETAILED SURVEY.  
 3. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A DETAILED SURVEY.  
 4. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A DETAILED SURVEY.  
 5. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A DETAILED SURVEY.  
 6. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A DETAILED SURVEY.  
 7. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A DETAILED SURVEY.  
 8. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A DETAILED SURVEY.  
 9. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A DETAILED SURVEY.  
 10. THE DESIGNER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A DETAILED SURVEY.

**REVISIONS**

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

**PROJECT INFORMATION**

PROJECT: LANDMARK MALL REDEVELOPMENT  
 CLIENT: JENKINS + WILSON, LLC  
 CITY OF ALBUQUERQUE, NEW MEXICO  
 PROJECT NO.: 100-100-100-100



**LANDMARK MALL REDEVELOPMENT**  
 JENKINS + WILSON, LLC  
 CITY OF ALBUQUERQUE, NEW MEXICO  
 PROJECT NO.: 100-100-100-100

REVISION ASSISTANCE

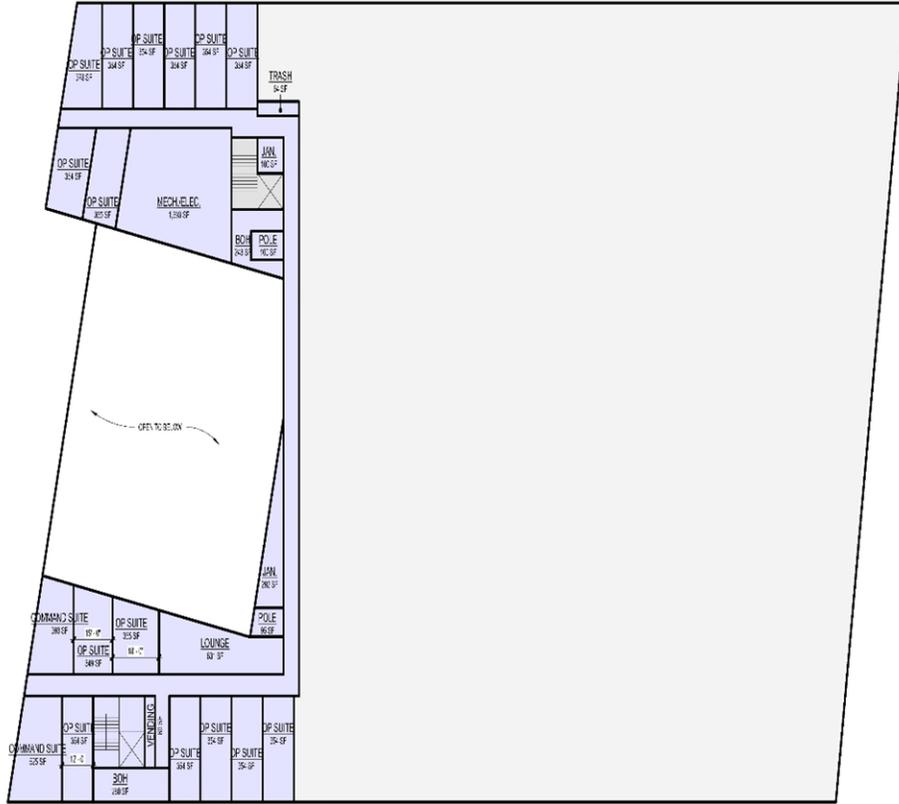
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

DATE: 10/10/2020  
 SCALE: AS SHOWN

**PROJECT INFORMATION**

PROJECT: BLOCK J  
 CLIENT: JENKINS + WILSON, LLC  
 CITY OF ALBUQUERQUE, NEW MEXICO  
 PROJECT NO.: 100-100-100-100





PROJECT# 20200188

661121

HEZZANNE PLAN



BLOCK J - FIRE STATION  
LANSBROKE, Abingdon, VA

© 2020 COOPER CARRY, Inc. 455 North Washington Street, Suite 200, Alexandria, Virginia 22314-7670, 703.579.1133



## **Exhibit V-1**

### Title Exceptions

- Terms, conditions, provisions, restrictions, easements and other matters as contained in the Construction, Operation and Reciprocal Easement Agreement recorded in Deed Book 584 at Page 392; as affected by Agreement recorded in Deed Book 1115 at Page 47; as amended by First Amendment to Construction, Operation and Reciprocal Easement Agreement recorded in Deed Book 1250 at Page 17; as assigned by Assignment and Assumption Agreement recorded in Deed Book 1304 at Page 601; as assigned by Assignment of Reciprocal Easement Agreement recorded in Deed Book 1515 at Page 1559, and affected by Re-Assignment of Reciprocal Easement Agreement recorded in Deed Book 1653 at Page 373; as assigned by Assignment and Assumption of Construction, Operation and Reciprocal Easement Agreement recorded in Deed Book 1541 at Page 1839; as assigned by Assignment and Assumption of Reciprocal Easement Agreement (Landmark Mall) recorded as Instrument No. 990024957; and as further assigned by Assignment and Assumption of Construction, Operation and Reciprocal Easement Agreement recorded as Instrument No. 000007615.
- This property abuts a limited access highway known as Henry G. Shirley Memorial Highway, Interstate 395, and pursuant to Section 33.1-57 of the Code of Virginia, has no easement or right of light, air or access to by reason of the fact that the property abuts upon such limited access highway.
- Easement for access, light and air granted to the Commonwealth of Virginia for limited access highway known as Interstate 395, pursuant to the Deed recorded in Deed Book 696 at Page 321.
- Deed of Easement with the City of Alexandria recorded in Deed Book 1234 at Page 1371; as affected by Deed of Release recorded in Deed Book 1291 at Page 1319.
- Deed of Easement and Agreement with Virginia-American Water Company recorded in Deed Book 1312 at Page 333.
- Easement granted to Virginia Electric and Power Company by instrument recorded in Deed Book 1350 at Page 806.
- Terms, provisions, restrictions, conditions, reservations and easements contained within Special Warranty Deed and Restrictive Covenants Agreements recorded in Deed Book 1249 at Page 1992 and in Deed Book 1250 at Page 1.
- Terms, provisions, restrictions, conditions and easements contained within Deed of Easements, Covenants and Agreement, recorded in Deed Book 1250 at Page 245.
- Terms, provisions, restrictions, conditions, reservations and easements contained within Special Warranty Deed and Agreement recorded in Deed Book 1249 at Page 1982.
- Easement granted to Fairfax and Loudoun Light & Power Company, recorded in Deed Book A-9 at Page 43.
- Easements granted to Virginia Public Service Company, recorded in Deed Book H-13 at Page 129 and in Deed Book Z-12 at Page 484.

- Easement granted to Virginia Electric and Power Company, recorded in Deed Book 572 at Page 223 and in Deed Book 572 at Page 229.
- Easement granted to Chesapeake and Potomac Telephone Company of Virginia, recorded in Deed Book Q-7 at Page 462 and in Deed Book X-7 at Page 548.
- Easements granted to Virginia-American Water Company, recorded in Deed Book 1310 at Page 1636 and in Deed Book 1310 at Page 1630.
- Terms, conditions, provisions and sanitary easement contained within the Deed of Resubdivision, Supplemental Deed of Trust, Deed of Partial Release and Deed of Easement, recorded in Deed Book 648 at Page 242 and any and all matters as set forth on the plat attached thereto and made a part thereof.
- Subject to the terms, conditions and provisions of the unrecorded Lease by and between U.S. Prime Property Inc., successor in interest to International Income Property Inc. (Landlord) and Burger King Corporation, a Florida corporation (Tenant) as evidenced by Statement of Commencement of Lease Term, dated 10-09-1990, recorded 11-28-1990 in Deed Book 1315 at Page 774.
- Subject to the terms, conditions and provisions of the Memorandum of Leases by and between Landmark Mall L.L.C., a Delaware limited liability company (Lessor) and The May Department Stores Company, a New York corporation (Lessee), dated 05-01-2000, recorded 05-05-2000 as Instrument Number 000007973, as assigned by the Lease Assignment and Assumption Agreement by and between Federated Retail Holdings, Inc. formerly The May Department Stores Company and LT Propco LLC recorded 11-01-2006 as Instrument Number 060028947 and being further assigned by the Lease Assignment and Assumption Agreement by and between LT Propco LLC and LT Opco LLC recorded 11-01-2006 as Instrument Number 060028948.
- Subject to the terms, conditions and provisions of the Confirmatory Agreement by and between Landmark Mall L.L.C., a Delaware limited liability company (Lessor) and The May Department Stores Company, a New York corporation (Lessee), dated 10-15-2002, recorded 12-13-2002 as Instrument Number 020041067.
- Subject to the terms, conditions and provisions of the Assignment and Assumption of Agreements by and between The May Department Stores Company and May Centers Associates Corporation, recorded in Deed Book 1302 at Page 1594.
- Subject to the terms, conditions and provisions of the Assignment and Assumption of Agreements by and between Macy's Retail Holdings, Inc. and Landmark Mall L.L.C., dated January 6, 2017, recorded January 6, 2017 as Instrument Number 170000325.
- Terms, conditions, easements and provisions contained within the Deed of Resubdivision recorded in Deed Book 618 at Page 72 and any and all matters as set forth on the plat attached thereto and made a part thereof.
- Easements contained within the Deed of Resubdivision, Supplemental Deed of Trust and Deed of Partial Release recorded in Deed Book 681 at Page 31 and shown on the plat attached thereto and made a part thereof.

- Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.
- Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.
- The following matters disclosed by an ALTA/NSPS Land Title Survey made by Kevin P. O'Connor for Urban, Ltd. on May 17, 2021 and last revised \_\_\_\_\_, 2021, designated Job No. N/A:
  - (a) A portion of the Concrete Walk located along the southerly boundary line encroaches on to public right-of-way;
  - (b) A portion of the grass area located along the southerly boundary line encroaches on to public right-of-way; and
  - (c) Buried electrical and overhead wires traverse the northeast corner of the property without benefit of an easement.

## Exhibit V-2

### Title Exceptions To-Be-Removed Prior to Closing

1. Terms, conditions, provisions, restrictions, easements and other matters as contained in the Construction, Operation and Reciprocal Easement Agreement recorded in Deed Book 584 at Page 392; as affected by Agreement recorded in Deed Book 1115 at Page 47; as amended by First Amendment to Construction, Operation and Reciprocal Easement Agreement recorded in Deed Book 1250 at Page 17; as assigned by Assignment and Assumption Agreement recorded in Deed Book 1304 at Page 601; as assigned by Assignment of Reciprocal Easement Agreement recorded in Deed Book 1515 at Page 1559, and affected by Re-Assignment of Reciprocal Easement Agreement recorded in Deed Book 1653 at Page 373; as assigned by Assignment and Assumption of Construction, Operation and Reciprocal Easement Agreement recorded in Deed Book 1541 at Page 1839; as assigned by Assignment and Assumption of Reciprocal Easement Agreement (Landmark Mall) recorded as Instrument No. 990024957; and as further assigned by Assignment and Assumption of Construction, Operation and Reciprocal Easement Agreement recorded as Instrument No. 000007615.
  
7. Terms, provisions, restrictions, conditions, reservations and easements contained within Special Warranty Deed and Restrictive Covenants Agreements recorded in Deed Book 1249 at Page 1992 and in Deed Book 1250 at Page 1.
  
8. Terms, provisions, restrictions, conditions and easements contained within Deed of Easements, Covenants and Agreement, recorded in Deed Book 1250 at Page 245.
  
9. Terms, provisions, restrictions, conditions, reservations and easements contained within Special Warranty Deed and Agreement recorded in Deed Book 1249 at Page 1982.
  
16. Subject to the terms, conditions and provisions of the unrecorded Lease by and between U.S. Prime Property Inc., successor in interest to International Income Property Inc. (Landlord) and Burger King Corporation, a Florida corporation (Tenant) as evidenced by Statement of Commencement of Lease Term, dated 10-09-1990, recorded 11-28-1990 in Deed Book 1315 at Page 774.
  
17. Subject to the terms, conditions and provisions of the Memorandum of Leases by and between Landmark Mall L.L.C., a Delaware limited liability company (Lessor) and The May Department Stores Company, a New York corporation (Lessee), dated 05-01-2000, recorded 05-05-2000 as Instrument Number 000007973, as assigned by the Lease Assignment and Assumption Agreement by and between Federated Retail Holdings, Inc. formerly The May Department Stores Company and LT Propco LLC recorded 11-01-2006 as Instrument Number 060028947 and being further assigned by the Lease Assignment and Assumption Agreement by and between LT Propco LLC and LT Opco LLC recorded 11-01-2006 as Instrument Number 060028948.
  
18. Subject to the terms, conditions and provisions of the Confirmatory Agreement by and between Landmark Mall L.L.C., a Delaware limited liability company (Lessor) and The May Department Stores Company, a New York corporation (Lessee), dated 10-15-2002, recorded 12-13-2002 as Instrument Number 020041067.
  
19. Subject to the terms, conditions and provisions of the Assignment and Assumption of Agreements by and between The May Department Stores Company and May Centers Associates Corporation, recorded in Deed Book 1302 at Page 1594.



20. Subject to the terms, conditions and provisions of the Assignment and Assumption of Agreements by and between Macy's Retail Holdings, Inc. and Landmark Mall L.L.C., dated January 6, 2017, recorded January 6, 2017 as Instrument Number 170000325.

### **Exhibit V-3**

#### Title Exceptions To-Be Removed Post-Closing

4. Deed of Easement with the City of Alexandria recorded in Deed Book 1234 at Page 1371; as affected by Deed of Release recorded in Deed Book 1291 at Page 1319.
5. Deed of Easement and Agreement with Virginia-American Water Company recorded in Deed Book 1312 at Page 333.
6. Easement granted to Virginia Electric and Power Company by instrument recorded in Deed Book 1350 at Page 806.
10. Easement granted to Fairfax and Loudoun Light & Power Company, recorded in Deed Book A-9 at Page 43.
11. Easements granted to Virginia Public Service Company, recorded in Deed Book H-13 at Page 129 and in Deed Book Z-12 at Page 484.
12. Easement granted to Virginia Electric and Power Company, recorded in Deed Book 572 at Page 223 and in Deed Book 572 at Page 229.
13. Easement granted to Chesapeake and Potomac Telephone Company of Virginia, recorded in Deed Book Q-7 at Page 462 and in Deed Book X-7 at Page 548.
14. Easements granted to Virginia-American Water Company, recorded in Deed Book 1310 at Page 1636 and in Deed Book 1310 at Page 1630.
15. Terms, conditions, provisions and sanitary easement contained within the Deed of Resubdivision, Supplemental Deed of Trust, Deed of Partial Release and Deed of Easement, recorded in Deed Book 648 at Page 242 and any and all matters as set forth on the plat attached thereto and made a part thereof.
22. Easements contained within the Deed of Resubdivision, Supplemental Deed of Trust and Deed of Partial Release recorded in Deed Book 681 at Page 31 and shown on the plat attached thereto and made a part thereof.