

**INTERIM AGREEMENT
(EAST COUNTY PART B)**

THIS INTERIM AGREEMENT (this “**Agreement**”) is made and entered into as of the 18th day of December, 2025 (the “**Effective Date**”), by and between the **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “**FCRHA**”), and **COLUMBIA CROSSROADS 4 LIMITED PARTNERSHIP**, a Virginia limited partnership and **COLUMBIA CROSSROADS 9 LIMITED PARTNERSHIP**, a Virginia limited partnership (collectively, the “**Developer**,” and together with the FCRHA, collectively, the “**Parties**”).

RECITALS

R-1. The FCRHA is the fee simple owner of a certain 2.93-acre property located at 5831 Columbia Pike, Falls Church, in the Mason District, having Fairfax County Tax Map number 0612010113E, and being further described on Exhibit A attached hereto and made a part hereof (the “**Property**”).

R-2. Board of Supervisors of Fairfax County, Virginia (the “**Board**”) conveyed the Property to the FCRHA to facilitate its development as affordable housing pursuant to a deed dated December 3, 2025, and recorded in Deed Book 28572 at Page 1676.

R-3. To that end, in December 2024, a request for proposals (the “**RFP**”) was issued to develop the Property as affordable housing pursuant to provisions of the Public Private Education Facilities and Infrastructure Act of 2002, as amended, Virginia Code Ann. §§ 56-575.1 to 575.18 and the guidelines adopted by the FCRHA with respect thereto (collectively, the “**PPEA**”). Developer’s submission was one of ten received in April 2025.

R-4. The County review team scored Developer’s response to the RFP as the top ranked proposal. Accordingly, Developer was notified on October 1, 2025, that it had been selected as the top offeror and recommended commencement of negotiations.

R-5. Developer’s proposed development (the “**Project**”) is anticipated to provide for construction of approximately 160 housing units in one building, with surface and structured parking. Developer’s submission can be viewed at the following Fairfax County web site: <https://www.fairfaxcounty.gov/procurement/ppea>.

R-6. In recognition of the complexity of the proposed Project, the Parties desire to enter into this Agreement in order for Developer to (i) initiate community outreach and collaboration, (ii) begin working with Fairfax County staff on the various elements of the proposed Project, and (iii) begin the zoning and land use approvals process.

R-7. Notwithstanding that the Parties do not have a final agreement regarding the Project and with full recognition that the Parties may be unsuccessful in concluding a final agreement regarding the Project, the FCRHA has agreed to allow Developer the right, at Developer’s sole

risk and expense, to access the Property and to pursue the Land Use Approvals (as defined herein) with respect to the Property and the Project in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the Recitals, which are hereby incorporated into this Agreement by reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term of Agreement. This Agreement will commence on the Effective Date and, unless otherwise terminated in accordance with the terms of Section 6 below, will terminate upon the execution by the Parties hereto of a comprehensive agreement for the Project (“**Comprehensive Agreement**”) in accordance with the terms of the PPEA.

2. Milestone Schedule. Promptly following the Effective Date, Developer, working in close coordination with the FCRHA, will develop a schedule identifying each milestone in the Land Use Approvals process and the date by which each such milestone is anticipated to be met (the “**Land Use Approvals Milestone Schedule**”).

3. Community Outreach.

a. From and after the Effective Date, Developer, working in close coordination with the FCRHA, will develop a comprehensive community outreach program to engage community stakeholders (the “**Community Outreach Program**”). The Community Outreach Program will identify the strategy for engaging community stakeholders, identify the specific actions to be undertaken by Developer to implement such strategy, and include a schedule for undertaking such actions.

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

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

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

4. Designation of Developer as Agent.

a. The FCRHA hereby designates Developer as its agent for the limited purpose of pursuing the Land Use Approvals with respect to the Property and the Project, subject

to the terms and conditions set forth in this Agreement, and Developer hereby accepts such designation.

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

c. Developer hereby acknowledges and agrees that the agency created hereby is temporary and will immediately terminate upon any termination of this Agreement in accordance with the terms of Section 6 below. Upon such termination of the agency created hereby, Developer will immediately cease all work with respect to the Land Use Approvals and, thereafter, Developer will have no further duty, obligation, or right to pursue the Land Use Approvals on behalf of the County.

5. Agreement Regarding Land Use Approval Process.

a. Developer will consult and coordinate with the FCRHA designated PPEA review and negotiation team (the "**PPEA Team**") regarding the design of the Project and regarding all submissions to be made in connection with the Land Use Approvals. Unless this provision is otherwise in writing waived or modified by the FCRHA, or its designee, Developer will provide the PPEA Team a copy of all submissions to be made in connection with the Land Use Approvals for the PPEA Team's review and approval a minimum of ten (10) business days prior to Developer's anticipated filing with or submission of the same to the applicable governmental agencies. Approval of such submission will be in the PPEA Team's reasonable discretion; provided, however, that the PPEA Team's approval of any and all such submissions will not be unreasonably withheld on the basis of County comments that do not reasonably reflect refinement of the scope and substance of prior approved submissions. If the PPEA Team fails to notify Developer in writing of either its approval or disapproval of any such submissions within ten (10) business days after its receipt of the request from Developer, then Developer may proceed with the submission; however, such submission will not be deemed to be approved by the PPEA Team. Any PPEA Team approval of submissions by Developer will be in the PPEA Team's capacity as an advisory body to the FCRHA as landowner, and will not be construed to imply approval by the Fairfax County, nor will it be construed as requiring any future approvals by the FCRHA. Developer will not make any submissions in connection with the Land Use Approvals unless such submissions are made in strict accordance with this Section 5.

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

c. It is further acknowledged and understood that the Land Use Approvals will require the execution of proffered conditions and concurrence with development conditions by Developer and FCRHA. Developer and the FCRHA will consult and coordinate as to the substance of such proffered conditions and development conditions. The FCRHA's approval and execution of proffered conditions will be in the FCRHA's sole and absolute discretion; provided, however,

that such approval and execution will not be unreasonably withheld with respect to proffered conditions that are reasonably related to elements of Land Use Approval submissions previously approved by the FCRHA. Developer will be solely responsible for all compliance with such proffered conditions if it proceeds with the Project.

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

e. Developer will be responsible for all costs associated with the Land Use Approvals and the FCRHA will not be obligated to reimburse Developer for any costs associated with the Land Use Approvals. Upon any termination of this Agreement pursuant to Section 6(c), Developer will (i) assign all of its rights and interests (if any) in and to any obtained Land Use Approvals, and deliver originals or copies of any and all other publicly-available documents related to the same to the FCRHA, and (ii) assign to the FCRHA all of its rights and interests to, and provide and deliver to the FCRHA, any and all publicly-submitted work product produced by Developer and its contractors and consultants associated with the Land Use Approvals and the Project, together with any third-party consents necessary therefor (collectively, the foregoing will be referred to as the “**Work Product**”).

f. During the term of this Agreement, Developer and its agents may access the Property upon at least 5 days’ prior notice to the FCRHA for purposes of conducting its initial due diligence, including engineering studies, surveying, soil core samples, traffic counts, and otherwise as may be reasonably necessary to perform its obligations under this Agreement. Developer’s notice will include a description of the due diligence work to be performed on the Property, the proposed date and time and/or dates and times for the performance of such due diligence work, and, to the extent such due diligence work involves any invasive testing, Developer’s proposed plan for restoration of that portion of the Property impacted by such testing. Developer, at its own expense, will restore to its original condition, as nearly as possible, any land that is disturbed by Developer through any work carried out under this Agreement. Developer will promptly clean up mud, dirt, and debris on the Property resulting from Developer’s activities. If a spill or dumping of materials occurs, Developer will immediately clean up the materials. It is understood however that any drilling of test borings will generate spoils which may be reused to backfill the drill holes. Any equipment used, installed, or stored at the Property by or on behalf of Developer will be at Developer’s sole risk. Any equipment left on the Property overnight must be properly secured from vandalism. Developer will be responsible for compliance with all applicable laws, regulations, and any environmental impact assessment requirements. The FCRHA will have the right to have agents of the FCRHA accompany Developer on the Property. Developer’s access to conduct the foregoing investigations will be between the hours of 8:00 a.m. and 8:00 p.m. on weekdays and from 9:00 a.m. to 9:00 p.m. weekends and County holidays. Developer will notify and coordinate access with Davood Majidian, Fairfax County Department of Housing and Community Development: 703-324-8553; davood.majidian@fairfaxcounty.gov. If the FCRHA and Developer have entered into an earlier agreement regarding Developer’s ability to access the Property, then such earlier agreement is incorporated into this Agreement by reference, except to the extent as may be modified by this Agreement.

g. The Property may be used as an interim park serving the community prior to the start of construction. Developer will ensure that its due diligence activities on the Property do not interfere with the park use on the Property. Developer releases the FCRHA and the Board from any liability in connection with the park use on the Property.

6. Termination.

a. The FCRHA may terminate the agency granted to Developer, at any time and for any reason. The FCRHA will give written notice to Developer if the FCRHA elects to terminate this Agreement whereon this Agreement will immediately terminate except for Developer's obligations with regard to the indemnification set forth in Section 8.

b. If the Parties are unable to reach agreement upon the terms and conditions of the Comprehensive Agreement by 11:59 p.m. eastern time on June 31, 2027 (or such later date as may be mutually agreed upon, in writing, by the Parties), this Agreement will automatically terminate as of such date and the parties hereto will have no further rights or obligations hereunder except for Developer's obligations with regard to the indemnification set forth in Section 8.

c. Developer may also terminate this Agreement at an earlier date if it reasonably determines that the Project is infeasible. Thereafter, the Parties hereto will have no further rights or obligations hereunder, except for Developer obligations with regard to the Work Product, as described in Section 5(e) and the indemnification set forth in Section 8.

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

8. Indemnification. Developer will indemnify and save harmless the FCRHA, its officers, employees and visitors and Fairfax County, its officers, employees, and visitors, from and against any claims, loss, cost, damages, or liability of any kind caused by Developer, its agents, contractors, subcontractors, or invitees, in connection with the work performed under this Agreement, or failure to perform such work, including without limitation the obligations set forth in Section 5(f). This provision will survive the termination of this Agreement.

9. Miscellaneous.

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

b. An “**Assignment**” shall mean (i) any assignment, in whole or in part, by Developer of its right or interest in this Agreement, or (ii) any direct or indirect change in control of Developer, in both cases whether voluntary, by operation of law, or otherwise. An Assignment will be void without the prior written consent of the FCRHA, which it may grant in its sole discretion. Notwithstanding the foregoing, the FCRHA will not unreasonably withhold its consent to an Assignment to an affiliate of Developer.

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

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

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

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


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

[SIGNATURES ON FOLLOWING PAGES]

DEVELOPER:

COLUMBIA CROSSROADS 4 LIMITED
PARTNERSHIP, a Virginia limited partnership

By: Columbia Crossroads 4 GP LLC, its general partner


By: 

Printed Name: John Welsh

Title: Senior Vice President

COLUMBIA CROSSROADS 9 LIMITED
PARTNERSHIP, a Virginia limited partnership

By: Columbia Crossroads 9 GP LLC, its general partner

By: 

Printed Name: John Welsh

Title: Senior Vice President

EXHIBIT A – PROPERTY DESCRIPTION

Parcel B4, containing 128,122 square feet or 2.941 acres, more or less, shown on Plat Showing Consolidation of Parcel B2 DB. 25281 PG. 1974 and the Lands of Board of Supervisors of Fairfax County DB. 25118 PG. 1456, attached to Deed of Consolidation dated December 19, 2017 and recorded in Deed Book 25290 at Page 369, among the land records of Fairfax County, Virginia.