

**SPECIAL ASSESSMENT AGREEMENT AND  
DECLARATION OF NOTICE OF SPECIAL ASSESSMENT**

**THIS SPECIAL ASSESSMENT AGREEMENT AND DECLARATION OF NOTICE OF SPECIAL ASSESSMENT** (this “Agreement and Declaration”) is made as of \_\_\_\_ 1, 2022, by \_\_\_\_\_ (the “Taxable Property Owner”) (as Grantor for indexing purposes), **WEST FALLS COMMUNITY DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “Authority”) (as Grantee for indexing purposes), **CITY OF FALLS CHURCH, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “City”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (in such capacity, the “Trustee”) under a Trust Indenture, dated as of \_\_\_\_ 1, 2022 (the “Indenture”), relating to the Authority’s Revenue Bonds Series 2022A and any other bonds issued under the Indenture (collectively, the Bonds”).

The Authority and the West Falls District (as defined in the herein-mentioned Establishing ordinance, the “District”) were created by an ordinance adopted by the Council of the City of Falls Church, Virginia (the “City Council”), on August 9, 2021, attached as Exhibit C to the MOU (as defined below) attached hereto as Exhibit B (the “Establishing Ordinance”). The Taxable Property Owner is the owner of the taxable interests in the real property described in Exhibit A attached hereto, which property is within the District (the “Assessable Property”) and subject to the Special Assessment Lien, as defined and described below. By ordinance adopted by the City Council on \_\_\_\_ , 2022, and attached hereto as Exhibit C (the “Assessment Ordinance”), the City Council provided for special assessments (the “Special Assessments”) to be levied on taxable real property within the District. In accordance with the requirements of Sections 15.2-2412 and 15.2-5157 of the Code of Virginia, the Authority, the City, and the Taxable Property Owner agree to cause this Agreement and Declaration to be recorded in the deed book and land records of the Office of the Clerk of the Circuit Court of Arlington County, Virginia.

FCGP Development LLC, a Delaware limited liability company (the “Developer”), the other land owners names therein, the Authority, and the City entered into a Memorandum of Understanding, dated as of \_\_\_\_ , 2022 (the “MOU”), and attached hereto as Exhibit B, relating to the financing of public improvements to facilitate the development of property within the District and setting forth provisions for special assessment agreements between the Authority, and owners of taxable real property within the District in connection therewith. In accordance with the terms of the MOU, the Authority has agreed to issue the Bonds, each of which will be secured, as a whole or in part, by the Special Assessment Lien and the proceeds of which will be used to finance or refinance costs or a portion of the costs of such public improvements and related costs thereto.

**THE PROPERTY DESCRIBED HEREIN IS SUBJECT TO A SPECIAL ASSESSMENT LIEN, WHICH MAY REQUIRE THE PAYMENT OF AN ANNUAL INSTALLMENT IN ADDITION TO ANY AD VALOREM TAXES OR OTHER TAXES PAID TO THE CITY OF FALLS CHURCH, VIRGINIA. UPON THE SUBDIVISION OF ANY PARCEL SUBJECT TO AN ASSESSMENT LIEN HEREUNDER FOR PAYMENT OF SPECIAL ASSESSMENTS, SUCH SPECIAL ASSESSMENTS, THE SPECIAL ASSESSMENT LIEN, AND THE ANNUAL INSTALLMENT RESULTING THEREFROM SHALL BE THE JOINT AND SEVERAL OBLIGATIONS OF ALL OF THE PARCELS CREATED BY SUCH SUBDIVISION UNTIL**

SUCH SPECIAL ASSESSMENTS, THE SPECIAL ASSESSMENT LIEN, AND THE ANNUAL INSTALLMENT SHALL HAVE BEEN REAPPORTIONED AMONG SUCH PARCELS AS PROVIDED FOR IN THE RATE AND METHOD DESCRIBED HEREIN. AFTER SUCH SPECIAL ASSESSMENTS, THE SPECIAL ASSESSMENT LIEN, AND THE ANNUAL INSTALLMENT HAVE BEEN REAPPORTIONED AMONG THE SEPARATELY SUBDIVIDED PARCELS AS PROVIDED FOR IN THE RATE AND METHOD, EACH OWNER OF THE TAXABLE REAL PROPERTY INTEREST IN A SEPARATE TAX PARCEL SHALL BE REFERRED TO HEREIN AS A “TAXABLE PROPERTY OWNER,” AND EACH SEPARATE TAX PARCEL SHALL BE SUBJECT ONLY TO THE TO THE APPORTIONED AMOUNT OF THE SPECIAL ASSESSMENTS, THE SPECIAL ASSESSMENT LIEN, AND THE ANNUAL INSTALLMENT ALLOCATED TO SUCH TAX PARCEL (SUCH THAT NO TAXABLE PROPERTY OWNER SHALL HAVE ANY RESPONSIBILITY FOR PAYMENT OR LIEN FOR NON-PAYMENT OF ANY APPORTIONED AMOUNT OF THE SPECIAL ASSESSMENTS, THE SPECIAL ASSESSMENT LIEN, OR THE ANNUAL INSTALLMENT ALLOCATED TO ANY OTHER TAX PARCEL PURSUANT TO THE RATE AND METHOD. AS USED IN THIS AGREEMENT AND DECLARATION, THE TERM “SUBDIVISION” SHALL INCLUDE NOT ONLY THE LEGAL SUBDIVISION OF A PARCEL INTO TWO OR MORE OTHER LEGAL PARCELS, BUT ALSO SHALL INCLUDE THE ESTABLISHMENT OF A CONDOMINIUM, IN WHICH CASE EACH SEPARATELY CREATED CONDOMINIUM UNIT OF SUCH CONDOMINIUM SHALL BE DEEMED A SEPARATELY SUBDIVIDED “PARCEL” UNDER THIS AGREEMENT AND DECLARATION. THE ENTIRE AMOUNT OF THE SPECIAL ASSESSMENTS (OR THE APPORTIONED AMOUNT OF THE SPECIAL ASSESSMENTS ALLOCATED TO EACH TAXABLE PROPERTY OWNER’S TAX PARCEL IN ACCORDANCE WITH THE RATE AND METHOD) MAY BE PREPAID IN ITS ENTIRETY OR IN PART AT ANY TIME WITHOUT PENALTY).

The Taxable Property Owner as the current owner of the Assessable Property, the Authority, the City, and the Trustee hereby covenant, agree, and declare as follows:

1. The above recitals are incorporated herein.
2. The boundaries of the District are more particularly set forth in the Establishing Ordinance. The Assessable Property is located entirely within the District.
3. Pursuant to the MOU, the Assessment Ordinance established a special assessment lien on the taxable real property located within the District (the “Special Assessment Lien”) in the maximum amount of \$\_\_\_\_\_, which Special Assessment Lien is to be administered pursuant to the Rate and Method of Apportionment of Special Assessments (the “Rate and Method”), which is attached as Exhibit D to the MOU and incorporated herein by reference. Terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Rate and Method.
4. The Rate and Method sets forth the manner in which Special Assessments shall be determined and apportioned among the tax parcels located within the district and includes the Special Assessment Roll attached hereto as Exhibit D (the “Special Assessment Roll”). The apportionment of the Special Assessment Lien for each tax parcel within the District that is subject thereto shall equal the amount for such parcel shown in the Special Assessment Roll, as the same may be adjusted from time to time pursuant to the provisions of the Rate and Method.

5. The property within the District, including the Assessable Property, shall be held, conveyed, acquired, and encumbered subject to the Special Assessment Lien and upon the terms and provisions set forth in the Rate and Method.

6. In accordance with Sections 15.2-5158(A)(5) and 15.2-2404 *et seq.* of the Code of Virginia, the Taxable Property Owner consents and agrees to the imposition of the Special Assessment Lien in connection with the financing of the Public Improvements (as defined in the MOU) through issuance by the Authority of the Bonds in an aggregate principal amount not to exceed \$13,000,000, plus any Bonds issued to refund any such Bonds. The Taxable Property Owner agrees to the apportionment of the costs of the Public Improvements as set forth in the Special Assessment Roll. The Taxable Property Owner consents and agrees to the provisions of the MOU relating to the imposition and enforcement of the Special Assessment Lien as set forth in Paragraph 5 thereof. Upon any future subdivision of any parcel (including establishment of a condominium creating separate condominium units), the Special Assessment Lien shall be apportioned among the resulting parcels in the manner described in the Rate and Method.

7. The Taxable Property Owner represents and agrees for itself and its successors and assigns that the Special Assessment Lien, as apportioned by the Rate and Method, does not exceed the peculiar benefit to the Assessable Property resulting from the Public Improvements and is apportioned to the Assessable Property on a rational basis.

8. The Taxable Property Owner represents that the information it has provided to the Authority and the City regarding the Assessable Property in connection with the imposition of the Special Assessment Lien is accurate as of the date hereof.

9. (a) As required by Section 15.2-5158(A)(5) of the Code of Virginia, any Taxable Property Owner may prepay Special Assessments (as apportioned in accordance with the Rate and Method to such Taxable Property Owner's parcel) without penalty. If the Taxable Property Owner elects to prepay a Special Assessment in whole or in part as determined by the terms of the Rate and Method, the Trustee, as assignee under the Indenture of the Authority's rights to receive payments of Special Assessments and to take other actions in connection with the enforcement of the Special Assessment Lien, shall take all such action as shall be necessary to evidence the satisfaction of such Taxable Property Owner's obligation with respect to the payment of Special Assessments (or, as applicable, the Special Assessment apportioned to the applicable parcel or parcels for which such prepayment is received) including, without limitation, the execution and delivery of a recordable notice, in substantially the form attached hereto as Exhibit E, of such prepayment of Special Assessments within a reasonable period of time of receipt of such prepayment amount, with such recordable notice evidencing the release from the Special Assessment Lien in an amount corresponding to the prepayment (including any related interest) as to the applicable parcel or parcels.

(b) In the event that Special Assessments are prepaid in accordance with the provisions of this Agreement and Declaration, and thereafter any Special Tax pursuant to Section 15.2-5158(A)(3) is levied at the request of the Authority on the Assessable Property in any tax year in accordance with the terms of the MOU, the amount of any such prepayment of Special Assessments that represents the Annual Installment of Special Assessments and that but for the prepayment otherwise would have been due for that tax year shall be credited as payment or partial

payment, as the case may be, of the amount of Special Tax levied for that year. In the event of an apportionment of the Special Assessments, Special Assessment Lien, and Annual Installment among parcels within the Assessable Property, then such a prepayment of the Annual Installment of Special Assessments attributable to any parcel for any tax year shall be credited as payment or partial payment, as the case may be, of the amount of any Special Assessment levied on that parcel for that tax year in accordance with the terms of the MOU. However, the provisions of this subsection shall apply only to prepayments of Special Assessments that are not refunded for any reason.

(c) The Taxable Property Owner, the Authority, the City, and the Trustee acknowledge and agree that in the event that a delinquency in the payment of Special Assessments results in the City instituting a tax lien foreclosure proceeding that does not produce proceeds sufficient in amount to pay the entire amount of unpaid Special Assessments then outstanding, the successful purchaser in such foreclosed property shall be obligated to pay that outstanding amount.

10. The provisions of this Agreement and Declaration shall run with the land (including all improvements thereon) and bind any and all who may now or hereafter own or acquire and right, title, estate, or interest in or to any such property.

IN WITNESS WHEREOF, the Authority, the City, the Taxable Property Owner, and the Trustee have caused this Agreement and Declaration to be executed as of the date first set forth above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

**WEST FALLS COMMUNITY  
DEVELOPMENT AUTHORITY**

**By:** \_\_\_\_\_  
**Title:**

[Notary block to follow]

**[SIGNATURE PAGE TO SPECIAL ASSESSMENT AGREEMENT AND  
DECLARATION OF NOTICE OF SPECIAL ASSESSMENT-WEST FALLS  
COMMUNITY DEVELOPMENT AUTHORITY]**

**CITY OF FALLS CHURCH, VIRGINIA**

**By:** \_\_\_\_\_  
**Title:**

[Notary block to follow]

**[SIGNATURE PAGE TO SPECIAL ASSESSMENT AGREEMENT AND  
DECLARATION OF NOTICE OF SPECIAL ASSESSMENT-WEST FALLS  
COMMUNITY DEVELOPMENT AUTHORITY]**

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as trustee

**By:** \_\_\_\_\_  
**Title:**

[Notary block to follow]

**[SIGNATURE PAGE TO SPECIAL ASSESSMENT AGREEMENT AND  
DECLARATION OF NOTICE OF SPECIAL ASSESSMENT-WEST FALLS  
COMMUNITY DEVELOPMENT AUTHORITY]**

**[Landowner signature block]**

**By:** \_\_\_\_\_  
**Title:**

[Notary block to follow]

**[SIGNATURE PAGE TO SPECIAL ASSESSMENT AGREEMENT AND  
DECLARATION OF NOTICE OF SPECIAL ASSESSMENT-WEST FALLS  
COMMUNITY DEVELOPMENT AUTHORITY]**



**EXHIBIT A**  
**Legal Description**

**EXHIBIT B**

**Memorandum of Understanding**

**EXHIBIT C**

**Assessment Ordinance**

**EXHIBIT D**

**Special Assessment Roll**

**EXHIBIT E**

**CERTIFICATE OF SATISFACTION AND RELEASE**

This CERTIFICATE OF SATISFACTION AND RELEASE is made as of \_\_\_\_, 20\_\_, by U.S. Bank Trust Company, National Association, as trustee (in such capacity, the “Trustee”), under the trust indenture, dated as of \_\_\_\_\_ 1, 2022 (the “Indenture”), between the Trustee and the West Falls Community Development Authority (the “Authority”) with respect to the Authority’s bonds issued and secured under the Indenture, and assignee thereunder of rights of the Authority’s to receive certain payments and to exercise certain rights in connection with the enforcement of the collection of such payments.

By Special Assessment Agreement and Declaration of Notice of Special Assessment, dated as of \_\_\_\_\_ 1, 2022 (the “Agreement”), made by \_\_\_\_\_, as Grantor, the Authority, as Grantee, the City of Falls Church, Virginia, and the Trustee, and recorded in the Clerk’s Office of the Circuit Court of Arlington County, Virginia (the “Clerk’s Office), as Instrument No. \_\_\_\_\_, the Authority recorded notice of a special assessment lien on property within the boundaries of the Authority. A portion of the special assessment described in the Agreement (the “Special Assessment”) in the amount of \$\_\_\_\_\_ has been prepaid, and the Trustee, on the Authority’s behalf, intends to release the corresponding portion of the Special Assessment Lien, as such term is defined in the Agreement.

The portion of the Special Assessment with respect to the parcel or parcels described on Exhibit A hereto (the “Released Real Estate”), has been paid in full[, except for payment of any assessment amount due on \_\_\_\_\_, \_\_\_\_ (the “Current Year Assessment”)].

NOW, THEREFORE, in consideration of the foregoing and the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, the Trustee, on the Authority’s behalf, hereby acknowledges that the Special Assessment has been paid in full with respect to the Released Real Estate and the Special Assessment Lien with respect to the Released Real Estate is hereby released[, provided that such release is not effective with respect to the Current Year Assessment until such Current Year Assessment is paid in full]. The Trustee agrees to forward a counterpart of this Release to the Treasurer of the City of Falls Church, Virginia.

WITNESS the following signatures.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as trustee

**By:** \_\_\_\_\_  
**Title:**

[Notary block to follow]

**WEST FALLS COMMUNITY  
DEVELOPMENT AUTHORITY**

**By:** \_\_\_\_\_  
**Title:**

[Notary block to follow]

[EXHIBIT A – Description of Released Real Estate]