

DEVELOPMENT/ACQUISITION AGREEMENT

LOWER MAGNOLIA GREEN
COMMUNITY DEVELOPMENT AUTHORITY

Special Assessment Bonds
Series 2015

Dated as of _____, 2015

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DEVELOPMENT/ACQUISITION AGREEMENT

Lower Magnolia Green
Community Development Authority

Special Assessment Bonds
Series 2014

THIS DEVELOPMENT/ACQUISITION AGREEMENT, dated as of _____, 2015, is by and among LOWER MAGNOLIA GREEN COMMUNITY DEVELOPMENT AUTHORITY (the "Authority"), the COUNTY OF CHESTERFIELD, VIRGINIA (the "County") and 6801 WOOLRIDGE ROAD – MOSELEY LP, or its successor or assigns ("WRM").

The Authority was created pursuant to an ordinance enacted August 22, 2007, as amended by ordinance enacted December 19, 2007 (the "CDA Ordinance") by the Board of Supervisors of the County for the purpose of financing the development of those certain transportation improvements described in the Description of the Improvements (as hereinafter defined). The Authority proposes to issue its special assessment bonds to finance all or a portion of the costs of development of such transportation improvements. In this Development/Acquisition Agreement, the Authority, the County and WRM desire to set forth certain terms and conditions with respect to the acquisition, development and construction by or on behalf of the Authority of such transportation improvements and the completion of such transportation improvements.

In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority, the County and WRM agree as follows.

ARTICLE I DEFINITIONS

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Development/Acquisition Agreement. Unless otherwise indicated, any other capitalized terms, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

"2007 Planning Director Letter" means the letter to Magnolia Green Development, LLC, dated June 21, 2007, from Kirkland A. Turner, the Director of Planning and Zoning Administrator for the County

"2007 Planning Director Letter Improvements" means those improvements described in Exhibit A to the 2007 Planning Director Letter.

"Act" means Sections 15.2-5152, et seq., Code of Virginia of 1950, as amended.

"Actual Cost" means the costs, other than the WRM Contribution, substantiated by invoices and other detail as reasonably requested by the Authority with respect to the Improvements which costs include:

- (i) costs for acquisition, construction, utility relocation, replacement, repair, extension, equipping and enlargement of all roads, public utilities, improvements, structures, rights, rights-of-way, franchises, easements, licenses, interests and other real or personal property acquired or to be acquired by or on behalf of the Authority, the County or other Public Entity;
- (ii) deposits, charges and fees payable to bonding companies or sureties with respect to payment or performance bonds required by governmental authorities;
- (iii) costs for architectural, engineering, financial, legal and other consultant services;
- (iv) costs for plans, specifications, construction drawings, studies and surveys;
- (v) administrative expenses of the Authority or the County relating to the collection of the Special Assessments as provided in the Special Assessment Agreement and the Indenture; and
- (vi) other expenses as may be necessary or incident to the construction, acquisition, equipping and financing of the Improvements, but expressly excluding any internal costs of the County for construction management, overhead or other administrative costs relating to the acquisition of right of way and the construction of Improvements (but not excluding the County's costs of third-party contractors or consultants hired by the County in connection with such costs).

"Addendum" means the Addendum to Amended and Restated Special Assessment Agreement, dated as of the date hereof, among the County, the Authority and WRM.

"Affiliate" means any corporation, limited liability company, partnership, other form of business organization, entity, or, as applicable, natural person, which, whether by ownership or any formal or informal arrangement, controls or is controlled by, WRM, or is controlled by one or more of the same entities or natural persons that controls WRM.

"Authority's Administrator" means the individual or firm engaged by the Authority to serve as its administrator, initially MuniCap, Inc.

"Authorized Authority Representative" means, for purposes of this Agreement, the Chairman or Vice Chairman or any person or persons designated to act on behalf of the Authority by a certificate signed by the Chairman or Vice Chairman and filed with the Trustee.

"Available Moneys" means moneys in the Project Fund created under Section 7.1(a) of the Indenture (but not including any moneys in the Capitalized Interest Account). Available

Moneys shall include, at a minimum, proceeds from the sale of the Bonds, which proceeds shall, at a minimum, include at least \$22,000,000 in bond proceeds as provided in Section 3.02(h) and Section 3.09 hereof and the \$3,000,000 comprising the WRM Monetary Contribution.

"Bond(s)" means the Lower Magnolia Green Community Development Authority Special Assessment Bonds, Series 2015, and any other bonds at any time Outstanding under the Indenture.

"CDA Ordinance" means the Ordinance creating the Authority enacted by the Board of Supervisors of the County on August 22, 2007, as amended by Ordinance enacted December 19, 2007.

"CDOT Correspondence of 2012" means (i) the letter to Karl Frey of iStar Land Company dated December 18, 2012, from R. John McCracken, Director of Transportation for Chesterfield County, Virginia; and (ii) the letter from WRM to the County Department of Transportation submitted on or about January 1, 2013, by which WRM caused to be transferred to the County in escrow the sum of \$1,100,000, for the purposes set forth in the letter.

"CDOT Correspondence of 2012 Improvements" means those improvements to the intersection of Woolridge Road and Otterdale Road described in the CDOT Correspondence of 2012.

"County" means the County of Chesterfield, Virginia.

"County Contribution" means those obligations of the County set forth and described in the Exhibit B hereto.

"County's Existing CDA Fund" means the \$2,000,000 previously set aside by the County to fund the Actual Cost of the County Contribution.

"County Representative" means the County Administrator or such officer's designee.

"District" means the Lower Magnolia Green Community Development Authority District created by the CDA Ordinance.

"EMMA" means the Electronic Municipal Market Access website provided by the MSRB.

"Engineer" means such engineers or firm of engineers or other consultants selected by the County to provide consulting and/or inspection services regarding the Improvements or an authorized designee acting as such under this Development/Acquisition Agreement.

"Improvement" or "Improvements" means all or part of the public facility or facilities, as the context shall require, as set forth and described in Exhibit D hereto. The term "Improvement" or "Improvements" shall not include the County Contribution and WRM Contribution, but shall include, without limitation, the CDOT Correspondence of 2012 Improvements and those improvements relating to the intersection of Woolridge Road and Otterdale Road.

"Indenture" means the Indenture of Trust by and between Lower Magnolia Green Community Development Authority and the Trustee, dated as of the date hereof.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor.

"Parcel" means a lot or parcel of land with a tax map identification number assigned by the County for real property tax purposes.

"Petition" means the Petition dated June 22, 2007 for the creation of the Authority submitted by Magnolia Green Development, LLC, as prior owner of the land in the Authority District, as amended by the Addendum to Petition dated November 13, 2007.

"Plans" means the plans and specifications as incorporated into the construction contracts for the Improvements (subject to any changes thereto resulting from a reduction in scope approved by the County or other change herein permitted) and, to the extent required, approved pursuant to the County Code and applicable standards and directives of the County or the applicable laws, standards and directives of any other Public Entity, including the Virginia Department of Transportation, that will own, operate or maintain the Improvements when completed and accepted for maintenance or acquired.

"Project Budget" means the County's budget for the Improvements setting forth the anticipated elements of the Improvements and associated Actual Cost of the Improvements, as more particularly set forth in Section 3.05 of this Development/Acquisition Agreement.

"Project Fund" means the fund created under Section 7.1(a) of the Indenture.

"Public Entity" means the County or other governmental entity, political subdivision or body corporate and politic, which will take title to an Improvement by dedication, easement, grant or other transfer of ownership or control and/or maintain such Improvement.

"Rate and Method" means the Rate and Method of Apportionment of Special Assessment attached as Exhibit A to the Special Assessment Agreement.

"Requisition" means collectively the document, substantially in the form of Exhibit A hereto, to be used by the County in requesting payment, together with any supporting

documentation required by the terms of the Requisition, or by this Development/Acquisition Agreement, that must accompany the applicable request.

"Special Assessment Agreement" means the Amended and Restated Special Assessment Agreement, dated as of December 1, 2007, as amended by the Addendum, as such Agreement may be amended from time to time.

"Special Assessments" means the special assessments levied on real property within the District by the ordinance enacted by the Board of Supervisors of the County on September 26, 2007, and as subsequently amended by any amendments or supplements thereto adopted pursuant to the Act by the Board of Supervisors of the County approving the levy of Special Assessments on real property within the District.

"Trustee" means the trustee named in the Indenture, as trustee for the Bonds, or any successor.

"WRM Contribution" means collectively those obligations of WRM comprised of the WRM Improvements and the WRM Monetary Contributions.

"WRM Improvements" or "WRM Improvement" means all or part of the public facility or facilities, as the context shall require, as set forth and described in Exhibit C hereto.

"WRM Monetary Contribution" means collectively the \$1,100,000 previously transferred by WRM to the County in escrow pursuant to the CDOT Correspondence of 2012 and the \$1,900,000 to be transferred by WRM to the County in escrow pursuant to Section 3.02(h) of this Development/Acquisition Agreement.

ARTICLE II REPRESENTATIONS OF THE AUTHORITY

Section 2.01 Authority. The Authority is a political subdivision created pursuant to the Act with all powers granted to community development authorities under the Act.

Section 2.02 Improvements. The Authority has determined that the Improvements are necessary to meet the increased demands placed upon the County as a result of development within the District. The Authority has the authority under the Act to finance, acquire, construct, equip and maintain the Improvements and to issue the Bonds therefor. The Authority agrees that all Improvements will be owned by the County, the Authority or conveyed by or on behalf of the Authority to another Public Entity.

Section 2.03 Acquisition/Construction. The Authority hereby determines that it is in the best interest of the Authority to provide for the construction of the Improvements by the County and to cause the Improvements to be acquired by the County or other Public Entity.

Section 2.04 Eligibility. The Authority has determined, and hereby represents, that the Improvements to be funded by Bond proceeds provide a benefit to the District and are eligible to be funded by the levy and collection of Special Assessments as contemplated in the Special Assessment Agreement as amended by the Addendum.

ARTICLE III CONSTRUCTION OF THE IMPROVEMENTS; PAYMENTS

Section 3.01 Plans. To the extent that it has not already done so, WRM shall cause Plans to be prepared for the Improvements. WRM shall provide such Plans to the County and the Engineer. WRM shall be reimbursed the sum of \$361,091 out of the Available Moneys for actual costs expended by WRM in connection with the preparation of the Plans and any revisions thereto. If requested by the County, a written assignment of any Plans prepared by or on behalf of WRM (including any warranties under any contracts with respect to the design, development or construction of the Improvements) for any portion of the Improvements shall be provided to the County or such Public Entity as may be designated by the County. WRM shall be responsible for ensuring that all Plans meet the requirements of the Public Entity that will acquire or accept for maintenance the applicable Improvement.

Section 3.02 Duty of County and WRM to Construct; Payments.

(a) **Construction of Improvements.** The Improvements shall be constructed by or at the direction of the County in accordance with the Plans (subject to change orders in accordance with Section 3.05) and in accordance with the Special Assessment Agreement and this Development/Acquisition Agreement. The County agrees to enter into contracts for the construction of the Improvements using Available Moneys; provided, however, that the County shall not utilize Available Moneys to fund the cost of the County Contribution or any portion thereof unless and until the Actual Cost of the County Contribution exceeds the \$2,000,000 comprising the County's Existing CDA Fund, in which case, the County may use up to \$1,000,000 of Available Moneys to fund the excess Actual Cost of such County Contribution, if any, including, without limitation, any litigation costs, attorneys' fees, court costs or any other costs or expenses relating to or arising from all or any portion of the County Contribution. The County agrees that any costs and expenses of the County Contribution in excess of the \$2,000,000 in the County's Existing CDA Fund and the \$1,000,000 Available Moneys shall be the sole cost and expense of the County and shall not be funded from Available Moneys. The County in its sole discretion will determine the order in which various components of the Improvements are constructed provided, however, that the Improvements to the intersection of Woolridge Road and Otterdale Road, including the CDOT Correspondence of 2012 Improvements, are mandatory and construction work on such Improvements shall, at a minimum, have commenced (if not yet substantially completed) before special assessment bills are distributed to landowners within the District, and provided further that Improvements to the intersection of Woolridge Road and Otterdale Road and the CDOT Correspondence of 2012 Improvements shall take priority over any other Improvements to Otterdale Road. For purposes of this Section 3.02(a), "work on such Improvements" shall include, without limitation, any

design work, right of way acquisition or utility relocation that relates to the intersection of Woolridge Road and Otterdale Road. The County's obligations to construct the Improvements are subject to the availability of sufficient Available Moneys for such purpose. If the cost of constructing the Improvements exceeds Available Moneys, the County may rebid the construction contracts or negotiate a reduction in scope of those Improvements, without the need to consult with WRM or the Authority provided that improvements to Woolridge Road and the CDOT Correspondence of 2012 Improvements shall take priority over any other Improvements relating to Otterdale Road, and provided further that the County shall include the CDOT Correspondence of 2012 Improvements in any reduced scope of work and the CDOT Correspondence of 2012 Improvements including, without limitation, the Improvements to the intersection of Woolridge Road and Otterdale Road, shall be constructed from Available Moneys. Upon the purchase of the Bonds, if not previously commenced, the County shall promptly and expeditiously commence construction of the Improvements and shall diligently pursue the completion of the Improvements including, without limitation, the CDOT Correspondence of 2012 Improvements and the improvements to the intersection of Woolridge Road and Otterdale Road.

(b) Construction of WRM Improvements. To the extent, if any, that construction of WRM Improvements has not been completed, WRM will complete the construction of those WRM Improvements that have not yet been completed at no cost to the County or the Authority. WRM agrees to complete the remaining WRM Improvements in a good, workmanlike and commercially reasonable manner in compliance with all applicable legal requirements and all requirements of the Public Entity that will acquire or accept for maintenance the applicable WRM Improvement. WRM agrees to cause the WRM Improvements to be accepted for ownership or maintenance (or both) by the applicable Public Entity.

(c) County Contribution. The County will pay the costs of acquisition of rights of way and easements and those other items comprising the County Contribution from funds consisting of the County's Existing CDA Fund and up to an additional \$1,000,000 using Available Moneys as provided in Section 3.02(a) hereof.

(d) Payments for WRM Improvements. WRM will enter into contracts for the construction of the WRM Improvements that remain to be completed at no cost to the County or the Authority. The costs of construction of the WRM Improvements whether previously completed or constructed after execution of this Development/Acquisition Agreement shall be paid by WRM from sources other than Available Moneys.

(e) Payment of Capitalized Interest on the Bonds. The County may submit a requisition or requisitions pursuant to Article V hereof to use a portion of the amount on deposit in the Project Fund to pay interest accruing on the Bonds through March 1, 2017, but only if (i) the amounts on deposit in the Capitalized Interest Account created under the Indenture are insufficient to pay interest on the Bonds through March 1, 2017 and (ii) either the Improvements

have been completed or after such payment of interest on the Bonds Available Moneys will be sufficient to complete the Improvements.

(f) Obligations of WRM and County under other Agreements. Except as expressly provided herein, in the Special Assessment Agreement, in the 2007 Planning Director Letter, and in the CDOT Correspondence of 2012, this Development/Acquisition Agreement shall not alter any remaining obligations of WRM or the County under any other agreement to which WRM and the County are parties or any governmental approval to which WRM or the County is subject, including without limitation proffer obligations unrelated to off-site transportation improvements (and/or impact of similar fees attributed to offsite improvements under the proffers) and conditions of the 2007 Planning Director Letter and the CDOT Correspondence of 2012, with respect to the public improvements required or other obligations of WRM or the County in connection with the development of the land within the District.

(g) Compliance with Procurement Act. The County agrees to comply with all applicable requirements of the Virginia Public Procurement Act, Chapter 43, Title 2.2 of the Code of Virginia of 1950, as amended (the "Procurement Act"). The parties acknowledge that construction of the WRM Improvements by WRM is not subject to the Procurement.

(h) Upon execution of this Development/Acquisition Agreement by all parties, by the close of business on the business day that is 48 hours after execution by the last party hereto, which date shall be no later than March 18, 2015, WRM shall pay to the Authority the sum of \$1,900,000, which sum shall be deposited in escrow in the Project Fund account, set up pursuant to Paragraph 7.1(a) of the Indenture. Additionally, upon execution of this Agreement by all parties, the County shall transfer in escrow to the same Project Fund account the \$1,100,000 in funds previously provided to the County in escrow by or on behalf of WRM which the County is currently holding pursuant to the CDOT Correspondence of 2012. Upon sale of the Bonds, at least \$22,000,000 in bond proceeds will be placed in the Project Fund account in accordance with Paragraph 7.1 of the Indenture, and such \$22,000,000, together with the \$3,000,000 comprising the WRM Monetary Contribution, shall be Available Moneys.

(i) In accordance with the 2007 Planning Director Letter, the County, WRM and the Authority agree that:

If WRM makes to the County the contributions to Project Fund described in Section 3.02(h) of this Agreement, and if Bonds are issued and sold by the Authority in the minimum amount required in Section 3.09 hereof by August 1, 2015, or by such other date to which the Parties agree in writing, then the Authority will have "issued bonds with proceeds of not less than \$25,000,000.00 for payment of costs relating to the Improvements" for the purposes of the 2007 Planning Director Letter and WRM will not be required to pay the County an additional \$3,000,000.00 and will not be requested or required to pay for each building permit in excess of the first 1,324 units the sum of \$10,214.00 (representing the total number of lots, 3550, less 1379, divided into \$22,000,000.00) adjusted upward of any increase in the Marshall and Swift Building Cost

Index. Further, the County and the Authority agree that the Improvements to be constructed will be deemed to be in-kind contributions pursuant to the zoning conditions applicable to the Lower Magnolia Green Property, the cost of which will be applied to the \$1,600.00 per residential lot cash proffer for road improvements as provided in the zoning conditions. In addition, such improvements will be accepted by the County in satisfaction of all requirements, if any, applicable to the Lower Magnolia Green Property relating to the construction of (i) any portion of the extension of the Powhite Parkway and (ii) any offsite improvements other than those improvements specifically described in Section 3C(4) of the Textual Statement, a copy of which section is attached as Exhibit E hereto.

If WRM does not make to the County the contributions to Project Fund described in Section 3.02(h) of this Agreement on or before August 1, 2015, or by such other date to which the Parties agree in writing, and/or if Bonds are not issued in the minimum amount described in paragraph (a) above, by August 1, 2015, or by such other date to which the parties agree in writing, then the limits on applications for subdivision approval and building permits described in the 2007 Planning Director Letter shall remain in full force and effect; provided that such limits shall not be applicable if WRM pays to the County the amount of \$3,000,000.00 (which includes the 1.1 million dollars previously transferred to the County pursuant to the CDOT Correspondence of 2012) and, for each building permit issued in the Lower Magnolia Green Property other than for the first 1,379 lots, pays the sum of \$10,214.00, adjusted upward by any increase in the Marshall and Swift Building Cost Index between April 1, 2008 and July 1 of the fiscal year in which the payment is made.

Section 3.03 Sufficiency of Funds.

(a) **Improvements.** Except as expressly set forth in this Development/Acquisition Agreement, neither the Authority nor WRM shall be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of the County including, but not limited to, with respect to any contracts approved by the County or the Authority, other than from Available Moneys, and the County and/or the Trustee, as appropriate, shall be solely responsible for all such costs, including, without limitation, attorney's fees, court costs, and clerk release fees relating to any claim from, and/or removing any lien or lis pendens filed by or on behalf of any contractor, subcontractor, architect, engineer, subcontractor or material provider, relating to or arising from, any contract entered into by the County. The County's obligation described in this paragraph shall include an obligation to pay all sums advanced by WRM and the Authority (if any) for any costs they incur, including, without limitation, attorneys' fees, court costs and release fees, due to the County's breach of its obligations under this paragraph 3.03(a). The Authorized Authority Representative shall not be required to approve any Requisition with respect to the Improvements (or any portion thereof) unless a County representative has certified in writing that the expenditure requested is an Actual Cost of the Improvements and that after such disbursement there will be sufficient funds available

to pay for costs of completing the Improvements from undisbursed Available Moneys in the Project Fund.

(b) **WRM Improvements.** Except as expressly set forth in this Development/Acquisition Agreement, neither the County nor the Authority shall be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee or supplier of WRM, and WRM shall indemnify, defend and hold harmless the Authority and the County with respect to any claim from any such party to any contract entered into by WRM.

Section 3.04 Permits. Except for the WRM Improvements, the County shall be responsible for obtaining all governmental authority permits for the Improvements, at no cost to WRM or the Authority provided, however, WRM shall be responsible for obtaining all governmental authority permits for the WRM Improvements at no cost to the County or the Authority using funds other than Available Moneys.

Section 3.05 Change Orders. The County shall be responsible for entering into all contract amendments and any supplemental agreements (herein referred to as "change orders") required for the construction of the Improvements in a manner consistent with the CDA Ordinance, the Special Assessment Agreement and this Development/Acquisition Agreement. WRM may enter into change orders or contract amendments with respect to any WRM Improvements. The County may approve and implement any change orders, increase or decrease line items in the Project Budget and reallocate money among line items in the Project Budget so long as such change order increase or decrease does not contravene the County's express obligations under this Development/Acquisition Agreement, including, without limitation, the County's obligation to construct the CDOT Correspondence of 2012 Improvements and the improvements to the intersection of Woolridge Road and Otterdale Road and not to reduce the scope of such CDOT Correspondence of 2012 Improvements and the improvements to the intersection of Woolridge Road and Otterdale Road.

Section 3.06 Defective or Nonconforming Work.

(a) **Improvements.** If the workmanship or materials furnished for any Improvement are found by the Engineer or by a Public Entity to be defective or not in accordance with the applicable Plans and/or applicable laws and regulations and standards of the entities that will own, operate or maintain such Improvements, the County, at no cost to the Authority or WRM, agrees to correct such defect or nonconformance. The acceptance or maintenance of such Improvement by a Public Entity shall relieve the County from responsibility hereunder pertaining to such Improvement, except for any obligations with respect to any maintenance bond and related documentation required by any governmental authority.

(b) **WRM Improvements.** If the workmanship or materials furnished for any WRM Improvement are found by the Engineer or by a Public Entity to be defective or not in accordance with the applicable Plans and/or applicable laws and regulations and standards of the entities that will own, operate or maintain such Improvements, WRM, at no cost to the County or

the Authority, with respect to the WRM Improvements, agrees to correct such defect or nonconformance. The acceptance or maintenance of such WRM Improvement by a Public Entity shall relieve WRM from responsibility hereunder pertaining to such WRM Improvement, except for any obligations with respect to any maintenance bond and related documentation required by any governmental authority.

Section 3.07 Maintenance, Insurance and Warranties. Until the Improvements have been acquired and accepted for maintenance by the applicable Public Entity, the County, or WRM with respect to the WRM Improvements, will require any contractor for such portion of the Improvements to maintain or provide for the maintenance of the Improvements or the WRM Improvements or the applicable portion thereof in good and safe condition (including providing snow removal and removal of excessive dust or mud from construction activities) and to maintain or cause to be maintained adequate insurance on the Improvements or the WRM Improvements or the applicable portion thereof. The County, or WRM, as appropriate, will require any contractor for each portion of the Improvements or WRM Improvements to provide such maintenance bonds as may be required by the Public Entity acquiring or accepting for maintenance the applicable Improvement or WRM Improvement.

Section 3.08 No Obligations if Bonds are not Issued. Notwithstanding anything herein to the contrary, the County shall not be required to perform its construction obligations hereunder if the Bonds are not issued (or if the County approves the issuance of the Bonds in series, if the first series of Bonds is not issued). However, WRM's obligation to construct the WRM Improvements shall remain in full force and effect, irrespective of whether Bonds are issued.

Section 3.09 Acquisition of Bonds. If the Authority issues any Bonds, then the Authority shall issue Bonds in the minimum amount of \$25,000,000 or in such higher amount that will result in a minimum of \$22,000,000 in bond proceeds to be placed in the Project Fund account created under Section 7.1(a) of the Indenture, whichever is higher. Any Bonds issued shall not exceed a total face amount of \$30,500,000. If a fully executed and delivered bond purchase agreement for Bonds in such \$25,000,000 or higher, as applicable, minimum amount is entered into on or before March 31, 2015, and some or all of such Bonds are not purchased at market clearing rates on or before April 15, 2015, then WRM, or an affiliate company of WRM, shall purchase as many Bonds as are unsold, up to a maximum amount of \$30,500,000, at the market clearing rate or rates, from the underwriter selected for the Bonds, Stifel, Nicolaus & Company, Incorporated, which firm shall provide evidence from recent comparable transactions to support the determination of such rate or rates established. Such rate or rates would need to be approved in writing by WRM. To the extent the parties do not agree on rate or rates, WRM shall provide its own evidence of rate or rates from a financial institution, at its own cost, familiar with comparable transactions. In connection with any such purchase of unsold bonds by WRM from the underwriter, the underwriter will be entitled to recover no compensation from WRM. WRM shall make such purchase within fifteen (15) calendar days after the County or the Authority provides written notice to purchase such bonds in accordance with the Notice provision of this Agreement, which is set forth in Section 9.02, provided, however, the County or the Authority

must give WRM notice to purchase such bonds on or after April 15, 2015, but in no event later than April 22, 2015.

ARTICLE IV ACQUISITION OF IMPROVEMENTS

Section 4.01 Acquisition by County or Public Entity. WRM agrees to convey any interest it may have in the Improvements to the County, or to such other Public Entity as the County may designate.

Section 4.02 Requisitions. The Authority agrees to submit a requisition or requisitions pursuant to the Indenture to pay the costs of the Improvements, but only from Available Moneys, upon receipt of appropriate completed Requisitions, as described in Article V below.

Section 4.03 Agreement to Convey or Dedicate Improvements. WRM and the County hereby agree to enter into such additional instruments, to provide for recordation of such plats and to provide such additional assurances for no additional consideration (other than the actual cost of preparing any such instruments or plats) as may be necessary to convey, sell or transfer in fee, dedicate, or grant a public easement in Improvements and to have such Improvements accepted by the appropriate Public Entity, if applicable, to the extent requested by the Authority or the County provided that the County is responsible for certain right-of-way acquisition as part of the County Contribution and pursuant to the Special Assessment Agreement using the County's Existing CDA Fund, and the County may use Available Moneys up to a maximum amount not to exceed \$1,000,000 to pay for such right of way acquisition and any remaining County Contribution, including, without limitation, any litigation costs, attorneys' fees, court costs or any other costs or expenses relating to or arising from all or any portion of the County Contribution in accordance with Section 3.02(a). The Authorized Authority Representative shall not be required to approve any Requisition, or applicable portion thereof, unless the Authority has received evidence reasonably satisfactory to it that provision has been made for transfer or dedication of the Improvement, or applicable portion thereof, to the County or another Public Entity designated by the County.

ARTICLE V REQUISITION OF BOND PROCEEDS

Section 5.01 Payment for Improvements.

(a) **Requisitions for Payment.** The Authority agrees to pay to the County from proceeds of the Bonds constituting Available Moneys, the cost of construction of the Improvements on the terms set forth in Section 3.02 of this Development/Acquisition Agreement. Such payments shall be made not more frequently than monthly upon submission of a complete Requisition by the County. Prior to submission of a Requisition to the Trustee a copy of such Requisition (i) may be submitted to the Engineer, at the County's option, and (ii) shall be submitted to the Authority's Administrator. Within five (5) business days of receipt of any

Requisition, the Authority's Administrator shall conduct a review of such Requisition. The Authority will submit all such Requisitions to the Trustee in accordance with the Indenture and this Development/Acquisition Agreement and payments under this Development/Acquisition Agreement shall be subject to the provisions of the Indenture.

Upon receipt of a complete Requisition, the Engineer, if requested by the County, shall conduct a review in order to confirm that such request is complete and such work for which payment is being requested has been performed or completed relating to such Improvement identified therein, to verify and approve the Actual Cost of such Improvement specified in such Requisition and to confirm such other matters as the County may request. As promptly as possible after receipt of any Requisition the Engineer shall either (i) approve and execute the Engineer's Certificate attached to the Requisition and forward it to the Authorized Authority Representative for approval, (ii) disapprove the Requisition in whole or in part and execute and forward the approved portion to the Authorized Authority Representative for approval, or (iii) approve the Requisition subject to the satisfaction of certain conditions. In the event the Engineer disapproves the Requisition, the Engineer shall give written notification to the County and the Authorized Authority Representative of the Engineer's disapproval, in whole or in part, as applicable, of such Requisition, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Requisition. After each executed Engineer's Certificate attached to the Requisition has been received by the Authorized Authority Representative from the Engineer such officer shall have five (5) business days (or such additional reasonable period of time as may be required) after receipt of any executed Requisition to either (x) approve and execute the Requisition and forward to the Trustee for payment, or (y) disapprove the Requisition in whole or in part and execute and forward the approved portion to the Trustee for payment or (z) approve the Requisition subject to the satisfaction of certain conditions. In the event the Authorized Authority Representative disapproves the Requisition, such officer shall give written notification within two (2) business days to the County and the Engineer of such disapproval, in whole or in part, as applicable, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval, of such Requisition. If a Requisition seeking reimbursement or payment for work associated with one or more Improvements is approved only in part, the Engineer and/or the Authorized Authority Representative, as the case may be, shall specify the extent to which the Requisition is approved and shall deliver such partially approved Requisition, if delivered by the Engineer to the Authorized Authority Representative, or if delivered by the Authorized Authority Representative to the Trustee. If any Requisition is disapproved, the County may resubmit such Requisition with such changes or additional information as may be requested by the Engineer or the Authorized Authority Representative.

(b) Joint or Third-Party Payments. Requisitions may request payment jointly to the County and the applicable contractor or supplier of materials, as their interests may appear or payment solely to such third party, if the County so requests in writing as part of the Requisition or if the Authorized Authority Representative or Engineer otherwise determines such joint or third-party payment is appropriate to assure payment to such third party. Payment may

appropriately be made solely to, or for the account of, the County if evidence of payment of an Actual Cost by the County and evidence of the release of the related lien, if applicable is presented.

(c) Withholding Payments; Mechanic's Lien Releases. Subject to the following paragraph, the Authorized Authority Representative and the Engineer on behalf of the Authority shall be entitled to cause the Trustee to withhold any payment hereunder with respect to any Requisition submitted by the County, if at the time of any Requisition there are any liens for labor and material from a contractor with respect to an Improvement the provision for payment of which has been previously approved and for which no lien releases have been provided by the County. Nothing in this Development/Acquisition Agreement shall be deemed to prohibit the County from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment or limit the remedies available to the County with respect thereto so long as such delay in performance shall not subject the Improvements or any portion thereof to foreclosure, forfeiture, or sale.

Section 5.02 Inspection and Fees. The Authority shall not be required to approve any Requisition for any portion of an Improvement until such portion of the Improvement has been inspected and found to be completed in accordance with the requirements of the Public Entity that will accept such facility for ownership or maintenance and the approved Plans and certified by the Engineer in the Engineer's Certificate submitted with Requisition and the Authorized Authority Representative has approved the Requisition. The Engineer's fees incurred in connection with the reviews shall be paid from Available Moneys. The Project Budget shall include anticipated costs associated with all inspection and review fees.

Section 5.03 Final Payment. Upon completion of the Improvements, any funds remaining in the Project Fund shall be used to redeem Bonds to the extent and on the terms set forth in the Indenture.

Section 5.04 Engineer's Review Not Required for Certain Costs. Notwithstanding anything herein to the contrary, the Engineer shall not be required to review any Requisition to pay costs of issuing the Bonds, capitalized interest or administrative costs and no Engineer's Certificate shall be required with respect to such costs.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND COVENANTS OF WRM

Section 6.01 Representations, Covenants and Warranties of WRM. WRM represents and warrants for the benefit of the Authority as follows:

(a) Organization. WRM is a limited partnership duly organized, validly existing and in good standing under the laws of Delaware and is authorized to do business in the Commonwealth of Virginia, is, to its knowledge, in compliance with the laws of the Commonwealth of Virginia, and has the power and authority to own its properties and assets and

to carry on its business in the Commonwealth of Virginia as now being conducted and as hereby contemplated.

(b) Authority. WRM has the power and authority to enter into this Development/Acquisition Agreement, and has taken all action necessary to cause this Development/Acquisition Agreement to be executed and delivered, and this Development/Acquisition Agreement has been duly and validly executed and delivered by WRM.

(c) Binding Obligations. This Development/Acquisition Agreement is a legal, valid and binding obligation of WRM enforceable against WRM in accordance with its terms, subject to bankruptcy and equitable principles.

(d) Compliance with Laws. WRM shall not commit, suffer or permit any act to be done with respect to the WRM Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the WRM Improvements and shall promptly correct any such non-compliance.

Section 6.02 Enforcement of Remedies. WRM agrees that notwithstanding anything to the contrary and notwithstanding any termination of this Development/Acquisition Agreement, the Authority shall have any and all legal or equitable remedies available to it for a breach by WRM under this Development/Acquisition Agreement.

ARTICLE VII REPRESENTATIONS AND COVENANTS OF THE COUNTY

Section 7.01 Authorization; Procurement. The County has the power and authority to enter into this Development/Acquisition Agreement, to perform its obligations under this Development/Acquisition Agreement and to provide the warranties of the County set forth in this Development/Acquisition Agreement. The County has taken all action necessary to execute and deliver this Development/Acquisition Agreement and to perform its obligations hereunder. The County has complied with or will comply with all applicable provisions of the Virginia Public Procurement Act, Chapter 43, Title 2.2 of the Code of Virginia of 1950, as amended. This Agreement and the agreements described herein are consistent with all, and do not contravene any, applicable laws and ordinances, including, without limitation, laws and ordinances relating to the zoning and subdivision of the Lower Magnolia Green property, the proffers, the CDA Ordinance, the Special Assessment Ordinance, the 2007 Planning Director Letter, and the CDOT Correspondence of 2012.

Section 7.02 Capitalized Interest. The County represents that March 1, 2017 is not later than one year after the estimated completion date of the Improvements.

Section 7.03 Additional Information. The County agrees to cooperate with all reasonable written requests for nonproprietary information by the Trustee, the Authority, the owners from time to time of the Bonds, or the Authority's Administrator related to the status of construction of the Primary Improvements and any other matters deemed material by such parties.

Section 7.04 Enforcement of Remedies. The County agrees that notwithstanding anything to the contrary and notwithstanding any termination of this Development/Acquisition Agreement, the Authority and WRM shall have any and all legal or equitable remedies available to it for a breach by the County under this Development/Acquisition Agreement.

Section 7.05 Satisfaction.

(a) The County agrees and warrants to WRM that, provided that Bonds in the minimum amount described in Paragraph 3.09 herein and Paragraph 1 of the Addendum are issued and sold in accordance with this Development/Acquisition Agreement, the Special Assessment Agreement and the Addendum, the performance by WRM of all of its obligations under this Development/Acquisition Agreement fully satisfies and discharges all obligations of WRM, its predecessors in title and the Petitioner pursuant to and set forth in the Petition, the CDA Ordinance, the Special Assessment Ordinance and other 2007 CDA Documents, and the CDOT Correspondence of 2012, irrespective of whether the Available Moneys are sufficient to complete the construction of the Improvements and whether all improvements referenced and incorporated in the Petition, the CDA Ordinance, the Special Assessment Ordinance and other 2007 CDA Documents, and the CDOT Correspondence of 2012 Improvements have been funded and completed after the Bonds are issued and sold.

(b) If Bonds are issued and sold in the minimum amount described in Paragraph 3.09 herein and Paragraph 1 of the Addendum, and for any reason the Bonds do not fund all the improvements identified in the Petition, the CDA Ordinance, the Special Assessment Ordinance and other 2007 CDA Documents, and the CDOT Correspondence of 2012 Improvements, then the County agrees to waive any violation of the Petition, the CDA Ordinance, the Special Assessment Ordinance, other 2007 CDA Documents and the CDOT Correspondence of 2012, and no building, land disturbance or other site development permits will be withheld or denied by the County because any improvement referred to or identified in the CDA Ordinance has not been completed and/or constructed. If the County cannot waive any such violation of, or noncompliance with the Petition, the CDA Ordinance, the Special Assessment Ordinance, other 2007 CDA Documents and the CDOT Correspondence of 2012 that arises because certain improvements cannot be constructed or completed from the Available Moneys, it shall be the County's responsibility to complete and/or construct the improvements to the extent necessary to cure any such violation of or noncompliance as it relates to offsite road improvements. Provided, however, it is in the County's discretion, subject to the limitations set forth in Section 3.02(a), when and if to complete the improvements, so long as no building, land disturbance or other site development permits are being withheld or denied by the County because any improvement referred to or identified in the foregoing has not been completed and/or constructed. The

provisions of this Section 7.05(b) are personal to, and shall benefit, WRM and its respective successors and assigns. Provided, however, the provisions of this Section 7.05(b) shall also benefit WRM's grantees, lenders and purchasers (and their successors and assigns) to the extent, but only to the extent, that any building, land disturbance or other site development permit would be or is being withheld or denied because an improvement referred to in the CDA Ordinance has not been completed and/or constructed as required by the Petition or CDA Ordinance.

Section 7.06 Prepayment. For purposes of the Special Assessment, the \$1,900,000 paid in escrow into the Project Fund account by WRM pursuant to Paragraph 3.02(h), herein, and the \$1,100,000 transferred to the Project Fund account by the County pursuant to Paragraph 3.02(h) herein, shall be treated as an accelerated prepayment of the Special Assessment on (i) the multi-family and retail property owned by WRM as to \$2,000,000 of the prepaid amount to be allocated equitably among the respective parcels comprising such multi-family and retail property; and (ii) the remaining \$1,000,000, together with approximately \$822,000 in savings on debt service attributed to such prepayment, for a total of \$1,822,000 to be applied to all Class 1, 2, 3, and 5 residential property located in the CDA, which \$1,822,000 is to be distributed proportionately in accordance with the Ordinance Establishing A Special Assessment For The Lower Magnolia Green Community Development Authority And Authorizing A Special Assessment Agreement.

Section 7.07 Eligibility. The County has determined, and hereby represents, that the Improvements to be funded by Bond proceeds provide a benefit to the District and are eligible to be funded by the levy and collection of Special Assessments as contemplated in the Special Assessment Agreement as amended by the Addendum.

ARTICLE VIII TERMINATION

Section 8.01 Mutual Consent. This Development/Acquisition Agreement may be terminated by the mutual, written consent of the Authority, the County and WRM prior to the issuance and sale of the Bonds.

Section 8.02 Force Majeure. Whenever performance is required of a party hereunder, excluding the payment of money, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted), then the specified time for performance shall be extended by the amount of the delay actually so caused.

**ARTICLE IX
MISCELLANEOUS**

Section 9.01 Limited Liability of Authority. The Authority makes no warranty, express or implied, that the proceeds of the Bonds constituting Available Moneys will be sufficient to pay the costs of the Improvements. The Authority shall have no responsibility to WRM or the County with respect to the investment of funds under the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. WRM and the County agree that any and all obligations of the Authority arising out of or related to this Development/Acquisition Agreement are special obligations of the Authority, and the Authority's obligations to make any payments hereunder are restricted entirely to the Available Moneys, if any, in the Project Fund and from no other source. No member of the Authority shall incur any liability hereunder to WRM, the County or any other party in his or her individual capacity by reason of his or her actions hereunder or the execution hereof or otherwise. The Authority agrees and warrants to WRM that, provided that Bonds in the minimum amount described in Paragraph 3.09 herein and Paragraph 1 of the Addendum are issued and sold in accordance with this Development/Acquisition Agreement, the Special Assessment Agreement and the Addendum, the performance by WRM of all of its obligations under this Development/Acquisition Agreement fully satisfies and discharges all obligations of WRM, its predecessors in title and the Petitioner pursuant to and set forth in the Petition, the CDA Ordinance, the Special Assessment Ordinance and other 2007 CDA Documents, irrespective of whether the Available Moneys are sufficient to complete the construction of the Improvements and whether all improvements referenced and incorporated in the Petition, the CDA Ordinance, the Special Assessment Ordinance and other 2007 CDA Documents have been funded and completed after the Bonds are issued and sold.

Section 9.02 Notices. Any notice, payment or instrument required or permitted by this Development/Acquisition Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or transmitted by electronic mail, telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, postage prepaid, addressed as follows:

Authority: Lower Magnolia Green Community Development Authority
c/o Debra M. Girvin
10318 Old Camp Road
North Chesterfield, VA 23235
debi.girvin1959@gmail.com
Fax: (804) 796-7178

with a copy to:

MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, MD 21046
Attn: Keenan Rice
keenen.rice@municap.com

Engineer:

Timmons Group
1001 Boulders Parkway, Suite 300
Richmond, VA 23225
Attn: Brian Bortell, President
brian.bortell@timmons.com

County Representative:

County Administrator
County of Chesterfield
9901 Lori Road
P. O. Box 40
Chesterfield, Virginia 23832
stegmaierjay@chesterfield.gov
Fax: (804) 717-6297

and

Director of Transportation
County of Chesterfield
c/o Jesse Smith
9800 Government Center Parkway
P. O. Box 40
Chesterfield, Virginia 23832
smithjw@chesterfield.gov
Fax: (804) 748-8516

WRM: 6801 Woolridge Road – Moseley LP
c/o i-Star Financial
One Sansome Street
30th Floor
San Francisco, CA 94104
Attn: Geoffrey M. Dugan, General Counsel, Corporate and
Secretary
GDugan@istarfinancial.com

With a copy to:

Elizabeth L. White, Esq.
LeClairRyan
5425 Discovery Park Blvd., Suite 200
Williamsburg, Virginia 23188
elizabeth.white@leclairryan.com
Fax: (757) 941-2879

Each party may change its address or addresses for delivery of notice by delivering written notice of such changes of address to the other party.

Section 9.03 Severability. If any part of this Development/Acquisition Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Development/Acquisition Agreement shall be given effect to the fullest extent possible.

Section 9.04 Successors and Assigns. This Development/Acquisition Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Development/Acquisition Agreement shall not be assigned by WRM or the County without the prior written consent of the Authority, which consent shall not be unreasonably withheld, conditioned or delayed, except in whole (including the assumption in writing of all obligations hereunder) to an Affiliate of WRM approved by the Authority and the County. In connection with any such consent of the Authority and the County, the Authority or the County, however, may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of WRM or the County hereunder, as applicable, and/or upon any other reasonable factor which the Authority or the County deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned and shall not be effective until approved by the Authority and the County and shall not relieve the assignor of any of its obligations hereunder. The Authority shall promptly post notice of any such assignment on EMMA. The Authority may assign by a separate writing its rights hereunder to the Trustee, and WRM and the County hereby consent to such assignment. The foregoing notwithstanding, the provisions of Section 7.05(b) shall benefit WRM and its successors and assigns, and also their grantees, lenders, and purchasers (and their respective successors and assigns) to the extent provided in Section 7.05(b).

Section 9.05 Other Agreements. Except as expressly set forth otherwise herein, nothing contained in this Agreement shall be construed as affecting WRM's or the Authority's rights or duties to perform their respective obligations under other agreements, use regulations or subdivision requirements relating to the development of the lands in the District. Except as expressly set forth otherwise herein, this Development/Acquisition Agreement shall not confer any additional rights, or waive any rights given, by either party hereto under any development or other agreement to which they are a party.

Section 9.06 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Development/Acquisition Agreement by any other party, or the failure by a party to exercise its rights upon the default of any other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Development/Acquisition Agreement thereafter.

Section 9.07 Merger. This Development/Acquisition Agreement supersedes any other agreement, whether written or oral, that may have been made or entered into by parties relating to the matters contemplated hereby. This Development/Acquisition Agreement constitutes the entire agreement by and among such parties except as expressly set forth herein.

Section 9.08 Parties in Interest. Except as set forth herein, nothing in this Development/Acquisition Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Authority, the County and WRM any rights, remedies or claims under or by reason of this Development/Acquisition Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Development/Acquisition Agreement contained by or on behalf of the Authority, the County or WRM shall be for the sole and exclusive benefit of the Authority, the County and WRM.

Section 9.09 Amendment. This Development/Acquisition Agreement may be amended, from time to time in a manner consistent with the CDA Ordinance and the Special Assessment Agreement, by written amendment hereto and executed by the Authority, the County and WRM.

Section 9.10 Counterparts. This Development/Acquisition Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Section 9.11 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

Section 9.12 Nature of County's Obligations. The County's obligation to make any payments under this Development/Acquisition Agreement shall not be deemed to be a general obligation of the County and any such amounts shall be payable solely from amounts available

for such purpose in the Project Fund or from amounts appropriated for such purpose by the Board of Supervisors of the County.

Section 9.13 Nature of WRM's Obligations. Notwithstanding anything herein or in the Special Assessment Agreement to the contrary, WRM, its partners, and Affiliates shall have no personal liability for the performance and/or payment of any of WRM's obligations herein or in the Special Assessment Agreement. The foregoing shall not be deemed to in any way preclude the County or the Authority from seeking specific performance or injunctive relief against WRM, nor shall the County or the Authority be deemed to be prohibited from naming WRM in any action to enforce its remedies hereunder (subject to the foregoing exculpation from personal liability). The foregoing limitation on WRM's partners' and Affiliates' personal liability shall not impair the validity of the obligations hereunder or the right of the County to foreclosure and/or the rights of the County and the Authority to enforce obligations with respect to the Parcels and proceeds thereof. Nothing herein shall be deemed a waiver of any future rights of the County and/or the Authority under the U. S. Bankruptcy Code to file a claim for any monetary amounts owed by WRM hereunder and under the Special Assessment Agreement and Addendum.


Section 9.14 Termination of Bond Issuing Authority. In the event the Bonds are not funded on or before August 1, 2015, unless otherwise agreed in writing between the Parties, the Parties agree that the failure to sell the Bonds was for a reason other than an inability due to general economic and market conditions, and the right or power to issue Bonds under the CDA Ordinances shall then be terminated.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Development/Acquisition Agreement as of the day and year first above written.


AUTHORITY

LOWER MAGNOLIA GREEN COMMUNITY
DEVELOPMENT AUTHORITY

By: 
Chairman

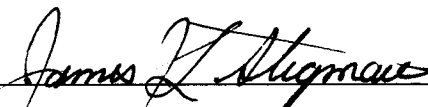
WRM

6801 WOOLRIDGE ROAD – MOSELEY LP, a Delaware limited partnership

By: 
Name: KEVIN PREY
Title: EXECUTIVE VICE PRESIDENT

COUNTY

COUNTY OF CHESTERFIELD, VIRGINIA

By: 
Its: County Administrator

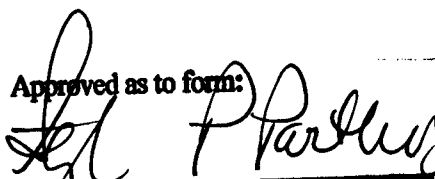
Approved as to form:

Stylian P. Parthemos
Deputy County Attorney

EXHIBIT A
to
Development/Acquisition Agreement

LOWER MAGNOLIA GREEN
COMMUNITY DEVELOPMENT AUTHORITY

REQUISITION NO. _____

The County of Chesterfield, Virginia (the "County") hereby requests payment in the total amount of \$ _____ for a portion of cost of the Improvements in accordance with the Development/Acquisition Agreement ("Development Agreement") among Lower Magnolia Green Community Development Authority (the "Authority"), the County and 6801 Woolridge Road – Moseley LP ("WRM") as more fully described in Attachment 1 hereto. All capitalized terms used herein shall have the meanings set forth in the Development Agreement. In connection with this Requisition, the undersigned hereby represents and warrants to the Authority as follows:

1. All costs of the Improvements for which payment is requested hereby (a) consist of work actually performed or materials, supplies or equipment actually furnished or installed in connection with the Improvements and (b) such materials, supplies or equipment are not subject to any lien or security interest or any such lien or security interest will be released or discharged upon payment of this Requisition.
2. Supporting documentation (such as third-party invoices) is attached with respect to each cost for which payment is requested.
3. The Improvements for which payment is requested were constructed in accordance with all applicable County or other governmental standards and in accordance with the Plans.
4. The disbursement being requested herein is a proper charge against Available Moneys, in accordance with the terms of the CDA Ordinance, Special Assessment Agreement, Addendum, Development Agreement and the Indenture. The disbursement requested herein is a proper charge against the Improvements Account.
5. No portion of the amount being requested to be disbursed was set forth in any Requisition previously filed requesting a disbursement.
6. An AIA Form, or other form acceptable to the parties, completed in accordance with industry custom is attached hereto as Attachment 2 with respect to all amounts requested for construction costs.

7. The undersigned acknowledges that the Authority shall not approve any Requisition that requires payment of an amount from the Project Fund which would cause the sum of all amounts paid or to be paid for the Improvements to exceed the sum of all Available Moneys and any other moneys made available therefor pursuant to the Development Agreement. The undersigned certifies that following disbursement of the amount requested, the amount of the undisbursed Available Moneys will be sufficient for the completion of the Improvements.

Dated: _____

COUNTY OF CHESTERFIELD, VIRGINIA

By: _____

Name: _____

Title _____

APPROVAL OF THE ADMINISTRATOR

The undersigned hereby certifies that s/he reviewed this Requisition, including all attachments and exhibits hereto, and found it to be in the appropriate form required by the Development/Acquisition Agreement and the Indenture (as defined in the Development/Acquisition Agreement). This Requisition is hereby approved by the undersigned with respect to such form requirements in satisfaction of Section 5.01 of the Development/Acquisition Agreement.

MuniCap, INC.

By: _____

Name: _____

Date: _____

ATTACHMENT 1
TO
REQUISITION NO. _____
LOWER MAGNOLIA GREEN COMMUNITY DEVELOPMENT AUTHORITY

Total Amount Being Requisitioned: \$

Payee:

Amount: \$

Asset or Service Provided:

Method of Payment: // Check

// Wire Transfer

Address for Mailing Check:

Wire Transfer Instructions:

Payee:

Amount: \$

Asset or Service Provided:

Method of Payment: // Check

// Wire Transfer

Address for Mailing Check:

Wire Transfer Instructions:

ATTACHMENT 2
TO
REQUISITION NO. _____
LOWER MAGNOLIA GREEN COMMUNITY DEVELOPMENT AUTHORITY

[AIA Form to be included if applicable]

ENGINEER'S CERTIFICATE

REQUISITION NO. _____

LOWER MAGNOLIA GREEN COMMUNITY DEVELOPMENT AUTHORITY

The undersigned is serving as the "Engineer" pursuant to the Development/Acquisition Agreement (the "Development Agreement") among the Lower Magnolia Green Community Development Authority (the "Authority"), the County of Chesterfield, Virginia (the "County") and 6801 Woolridge Road –Moseley LP ("WRM"). All capitalized terms used herein shall have the meanings set forth in the Development Agreement. The undersigned certifies as follows:

1. The amounts requested on the attached Requisition No. _____ represent the actual costs of labor, material, equipment or supplies furnished, or a combination thereof, in each case incurred in connection with the acquisition and completion of the Improvements.

2. After payment of Requisition No. _____, there will be sufficient Available Moneys remaining in the Project Fund to complete the Improvements in accordance with the Plans.

3. To the extent the amounts requested represent payment for Improvements which have been completed, such Improvements have been completed in accordance with the Plans and such Improvements have been completed in accordance with the requirements of the Public Entity which will be acquiring or accepting for maintenance such Improvements.

4. The attached Requisition relates to work completed in conformity with the attached AIA form or other form acceptable to the parties.

Dated: _____

[ENGINEER]

By: _____

Its: _____

REQUISITION NO. _____

LOWER MAGNOLIA GREEN COMMUNITY DEVELOPMENT AUTHORITY

The undersigned submits this Certificate in accordance with the provisions of the Indenture of Trust, dated as of _____ 1, 2014 (the "Indenture") between Lower Magnolia Green Community Development Authority (the "Authority") 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 Authority Representative.
2. The obligation or obligations set forth in the attached Requisition No. _____ have been incurred by the Authority to pay Actual Costs of the 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/Acquisition Agreement among the Authority, the County of Chesterfield, Virginia (the "County") and 6801 Woolridge Road – Moseley LP.
5. The representations made herein are based on accompanying certifications of the County and, if applicable, the Engineer (as defined in the Development/Acquisition Agreement).

Dated: _____, 20__

LOWER MAGNOLIA GREEN COMMUNITY
DEVELOPMENT AUTHORITY

By: _____

Its: Chairman

EXHIBIT B
to
Development/Acquisition Agreement

COUNTY CONTRIBUTION

The County will be responsible for (i) obtaining all rights of way and easements required for construction of the Improvements, including rights of way and easements for required utility relocations and required storm water management basins which may include off-site basins and basins designed to accept storm water run-off from property in the watershed but not included in the District, (ii) obtaining all permits required from VDOT for the Improvements, including providing any bonds required in connection with such permits, (iii) all wetlands permitting and mitigation requirements for the Improvements from the U.S. Army Corps of Engineers and the Virginia Department of Environmental Quality, including providing any required bonds, and (iv) payment or waiver of all County fees relating to the approval of all plans relating to the Improvements.

Generally contemporaneous with the construction of the Improvements and subject to appropriation by the Board of Supervisors, the County, at no cost to WRM or the CDA, shall construct an extension of Woolridge Road from the terminus of the Improvements across the Swift Creek Reservoir to Genito Road as a four lane roadway. **Note: Such four lane extension has been completed as of the date of this Development/Acquisition Agreement.**

EXHIBIT C
to
Development/Acquisition Agreement

WRM IMPROVEMENTS

1. Improvements to Woolridge Road from approximately station 10+00 to station 12+00 at the Woolridge Road entrance to Magnolia Green in accordance with the plans dated September 14, 2001, last revised July 31, 2006, prepared by Timmons Group, entitled "Woolridge Road Extension To Magnolia Green." **Note: Such improvements have been completed as of the date of this Development/Acquisition Agreement.**
2. Improvements to Route 360 consisting of an additional lane of pavement along the west bound lanes of Route 360 and intersection improvements at the Chain Tree Parkway [now Magnolia Green Parkway] entrance to Magnolia Green from approximately station 10+40 to station 12+50, all in accordance with the plans dated December 3, 2003, last revised April 20, 2007, prepared by Timmons Group, entitled "Weeping Willow Drive [now Championship Crossing] & Chain Tree Parkway." **Note: Such improvements have been completed as of the date of this Development/Acquisition Agreement.**
3. Improvements to Route 360 consisting of an additional lane of pavement along the west bound lanes of Route 360 in an area beginning at the western terminus of the lane identified in paragraph 2 above and extending approximately one thousand feet west of Site Road D identified in the zoning of the Magnolia Green property, the exact location of such improvements to be mutually agreed upon by the County and WRM.
4. Improvements to Route 360 consisting of improvements at the intersection of Route 360 and Site Road D identified in the zoning of the Magnolia Green property (not to exceed 200 linear feet from the Route 360 right of way), the exact location of such improvements to be mutually agreed upon by the County and WRM.
5. A traffic signal at the intersection of Hull Street Road and the Chain Tree Parkway entrance to Magnolia Green (across from Baldwin Creek Road) if warranted. **Note: The traffic signal has been completed as of the date of this Development/Acquisition Agreement.**

EXHIBIT D
to
Development/Acquisition Agreement

IMPROVEMENTS

The realignment, reconstruction and widening, including required utility relocations, engineering design and related consulting services, of Otterdale Road from its intersection with Hull Street Road (Route 360) to its intersection with Woolridge Road, approximately 1.18 miles and Woolridge Road from its intersection with Otterdale Road up to the western terminus of, but not including, the existing causeway crossing the Swift Creek Reservoir, approximately 2.73 miles, as further shown on the map attached hereto as Exhibit B-1 to the CDA Ordinance. These portions of Otterdale and Woolridge Roads will be expanded to four lanes as median divided roadways, with turn lanes, substantially in accordance with the design specifications shown on the plan dated March 22, 2007, prepared by Timmons Group, entitled "Woolridge Road Typical Sections," a copy of which is attached hereto as Exhibit B-2 to the CDA Ordinance (subject to modifications in accordance with the Development/Acquisition Agreement), and shall include construction of required storm water management basins.

Landscaping to include seeding of grass within the median and areas disturbed by construction activities and such other reasonable landscaping. No sidewalks or bike lanes shall be installed and utility work shall be limited to relocation of existing facilities.

In order to maximize the benefits of the CDA to the County, the Authority agrees that any portion of the Improvements which are to be constructed by others pursuant to zoning conditions or other commitments to the County may be excluded from the Improvements to be constructed by the CDA at any time provided that the County agrees to cause the construction of such excluded Improvements to be completed by the date projected for completion of the Improvements by the CDA.

89SN0343

**TEXTUAL STATEMENT
EXHIBIT C**

AND CONDITIONS IMPOSED BY BOARD OF SUPERVISORS

DECEMBER 11, 1991

June 29, 1989

Revised February 15, 1991

Revised July 1, 1991

Revised August 16, 1991

Revised September 26, 1991

Revised November 19, 1991

Amended December 10, 1991

Amended December 11, 1991

Approved by Board of Supervisors December 11, 1991

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prepared in accordance with the Transportation Department's requirements and submitted to and approved by the Transportation Department. Prior to beginning development in any phase of the project the following phase specific information shall be provided:

- a) the land masses, land uses, and densities to be developed in accordance with a logical sequence based on factors such as utility availability, marketing, and pace of development;
- b) appropriate traffic analyses in accordance with Transportation Department regulations;
- c) the road improvements (onsite and off-site) required to sustain the development of each phase in accordance with the Transportation Plan and traffic analyses; and
- d) location for access points to all tracts included in the phase and those access points in adjacent phases which may affect or influence other access locations.

4. In order to provide for an adequate roadway system at the time of complete development of the proposed project, the developer shall be responsible for the following on site improvements (including construction plans to be reviewed and approved by the Transportation Department) to be provided in accordance with the approved Phasing Plan and the Transportation Plan:

- a) As no residential lot frontage roads, in ninety (90) feet rights-of-way, dedicated to the County, and designed to VDOT Urban Minor Arterial Standards (design speed 50 MPH) or as modified and approved by the Transportation Department.

- 1) Site Road A (4 lanes divided from Otterdale Road to Site Road C; 2 lanes from site Road C to Site Road K);
 - 2) Site Road E (4 lanes divided from Route 360 to Site Road B; 2 lanes from Site Road B; 2 lanes from Site Road B to Site Road K);
 - 3) Site Road F (2 lanes through the property);
 - 4) Site Road H (2 lanes from Duval Road to the North South Arterial);
 - 5) Site Road K (4 lanes from Site Roads A/E to the North South Arterial; 2 lanes from the North South Arterial to the western property line);
 - 6) The North South Arterial (2 lanes through the property).
- b) As no residential lot frontage roads, in seventy (70) feet rights-of-way, dedicated to the County designed to VDOT Urban Collector Standards (design speed 40 mph) or as modified and approved by the Transportation Department:
- 1) Site Road B (2 lanes);
 - 2) Site Road C (2 lanes);
 - 3) Site Road D (2 lanes);
 - 4) East West Collector (2 lanes from the eastern property line to Site Road E and from Site Road D to the western property line).
- c) An additional lane of pavement along the west bound lanes of Route 360 from approximately 1000 feet east of Site Road E to approximately 1000 feet west of Site Road D.
- d) All intersection improvements as generally identified in Wilbur Smith

Associates September 27, 1991, Figure 4-1 (R-1), including turn lanes on Route 360 at those access points approved by the Transportation Department.

- e) All traffic signalization (including potential signals) as generally identified in Wilbur Smith Associates Traffic Analysis dated September 27, 1991, Figure 4-1 (R-1).
- f) The developer shall dedicate to the county, free and unrestricted, the rights-of-way necessary to accomplish those improvements listed in a-e above in accordance with the Phasing Plan. These dedications shall occur in conjunction with the recordation of any plats or prior to any site plan approvals in accordance with the Phasing Plan or within 120 days of a written request by the county, whichever shall occur first.
- g) The following additional rights-of-way shall be dedicated to the county, free and unrestricted, in conjunction with the recordation of any plats or prior to final site plan approval of any tracts adjacent to these roads or within 120 days of a written request by the county, whichever shall occur first;
 - 1) One hundred (100) feet (measured from the center line) on the north side of Route 360 for the entire length of the property abutting Route 360;
 - 2) Forty-five (45) feet (measured from revised center lines based on VDOT Urban Minor Arterial Standards [or as modified and approved by the Transportation Department], prepared by the developer) along Otterdale and Duval Roads for the entire length of the property abutting these roads.

3) One Hundred Twenty (120) feet wide limited access right-of-way of an ultimate two hundred (200) feet limited access right-of-way for the construction of the Powhite Parkway Extension through subject property.

4) Reservation and protection for future purchase by the county or its agents of up to an additional eighty (80) feet wide right-of-way for the Powhite Parkway Extension and up to sixty-eight (68) acres for interchanges at Route 360 and Site Road K. The purchase price of said property shall be the lesser of:

(a) the fair market value of the property conveyed at the time of such conveyance but in no event more than \$26,000 per acre nor less than \$14,814 per acre, or

(b) if the County requests a conveyance of land within five (5) years from the date of rezoning, then at the developer's per acre cost plus the pro rata share of infrastructure improvements made by the developer (excluding those improvements required by the County pursuant to Condition 11), provided the County commences construction of the ultimate improvements within one (1) year from the date of conveyance and diligently pursues same to completion.

Said reservation and protection shall last for a period of fifteen (15) years from the date of rezoning. The exact location of the

right-of-way and interchanges shall be approved by the Transportation Department. Conveyance shall occur within one hundred twenty (120) days of a written request by the county based on a final determination of the metes and bounds of the additional right-of-way and interchanges. Upon the purchase by and conveyance to the County of any portion of the following segments:

Segment 1 - Northern boundary line of the Property to Site Road K;

Segment 2 - Site Road K to the southern boundary line of the Property;

Segment 3- Powhite/Site Road K and Route 360 interchanges; the developer's obligation to reserve and protect the balance of that segment shall terminate forthwith and without any further act or deed of any kind by any party.

The developer shall, within ninety (90) days of the rezoning of the property and determination of the right-of-way, record a restrictive covenant acceptable in form and substance to the County Attorney which restricts the use of the aforesaid property to a public road. Such restrictive covenant shall not be reworded, revised, or amended without the written consent of the County.

h) If required by the County, construction of the Powhite Parkway Extension (two [2] lanes of an ultimate four [4] lanes as generally shown on the Transportation Plan) through the subject property to VDOT Urban Principal Arterial Standards (design speed 60 MPH) with modifications approved by the Transportation Department. Notwithstanding anything herein to the contrary, the two (2) lanes of the Powhite Parkway Extension identified herein shall not be required of the developer prior to the recordation of the 4,328th residential lot or unit or the development of uses having an equivalent traffic impact, as determined by the Transportation Department.

5. In order to further provide for an adequate roadway system and to mitigate off-site impacts at the time of complete development of the proposed project, the developer shall be responsible for \$1,600 per dwelling unit (\$7,817,600) in land dedications and in kind construction/improvements as follows:

a) Design and construction of those portions of the following off-site road improvements (exclusive of those improvements required in condition C.4 above) as determined by the Transportation Department but subject to appeal to the Planning Commission:

1) to VDOT Urban Minor Arterial Standards (design speed 50 MPH) or as modified by the Transportation Department:

- a) Woolridge Road between Otterdale Road and Genito Road;
- b) Otterdale Road between Route 360 and Genito Road;
- c) Duval Road between Otterdale Road and Powhite Parkway Extension;
- d) Route 360 between Otterdale and 1,000 feet west of Site Road D;