

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Agreement") is made and entered into this 22 day of February, 2023, among BRIGHTVIEW SENIOR LIVING DEVELOPMENT, LLC ("Brightview"), NOTRE DAME OF MARYLAND UNIVERSITY, INC. ("NDMU") and HOMELAND ASSOCIATION, INCORPORATED (the "Association" and, together with Brightview and NDMU, the "Parties").

WHEREAS, Brightview and NDMU intend to apply to the Baltimore City Council to authorize the use of the portion of the NDMU campus shown on Exhibit A (the "Property") as a "residential-care facility (age-restricted)" (the "Facility"); and

WHEREAS, the Association is willing to support the proposed use of the Property for the Facility subject to the terms and conditions set forth herein.

NOW THEREFORE in consideration of the foregoing recitals, the mutual promises and commitments contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The Recitals set forth above are incorporated into and made a part of this Agreement as if more fully set forth hereinafter.

2. Development Plan. Brightview and NDMU shall develop the Facility in accordance with the following specifications, each of which the Parties agree is material to the Association's support of the proposed use of the Property for the Facility and execution of this Agreement:

a. Facility Design:

- i. The Facility will include a maximum of 171 residential units, consisting of independent living units, assisted living units, and memory care units. BVSL agrees that the quantity of units at the Facility will remain fixed under current and future owners and/or operators of the Facility and/or the Property.
- ii. The height of the Facility shall not exceed the following limits: no vertical construction at 0'–84' south of Homeland Avenue, 2 stories at 85'–114' south of Homeland Avenue, 3 stories at 115'–144' south of Homeland Avenue, and 4 stories at 145' south of Homeland Avenue. Further, the height of the Facility shall never exceed 4 stories as viewed from the intersection of Homeland Avenue and Maulden Way. For clarity, a diagram illustrating the permitted height limits is attached hereto as Exhibit B.
- iii. The design of the Facility will be subject to review and approval by Baltimore City's Urban Design and Architectural Review Panel ("UDAAP"). The building design and materials shall include a combination

of red brick, manmade and live stone, cementitious stucco, composite board, siding and plank products, cementitious panels and masonry, with commercial-grade vinyl windows and architectural asphalt shingles. No vinyl siding will be permitted at the Facility.

- iv. Brightview will maintain a minimum 15' landscaped right of way along Homeland Avenue and an ADA-accessible walking path around the Facility that will be open to use by the Association and its members.
- v. The Facility will include an upgraded pedestrian experience along Homeland Avenue in the area shown on Exhibit A, which will include a landscaped buffer between Homeland Avenue and the pedestrian sidewalk.
- vi. The Facility will include a landscape and sound wall barrier located at the loading dock consisting of evergreen shrubs and sound absorbing panels, which design shall block the line-of-sight between the loading dock and the residences on Homeland Avenue.
- vii. At least fifteen (15) calendar days prior to the submission of any development plan to the Baltimore City Site Plan Review Committee, UDAAP, the Planning Commission, or any other board or commission, and allowing a minimum of fifteen (15) additional days before any type of hearing or review date, Brightview and/or NDMU will share copies of such plans and applications with the Association for the Association's review and comment. Such plans and applications shall conform to the terms and conditions of this Agreement.

b. Operational:

- i. The Facility will operate 24 hours a day, 7 days a week. Employees will work on a schedule consisting of three shifts: 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and 11:00 p.m. to 7:00 a.m.
- ii. Deliveries to the Facility (including trash pick-up) will occur in the rear (southern side) of the Property, with delivery access only from the NDMU campus, and will not occur in the early morning.
- iii. Brightview will work with local Emergency Medical Services to limit the use of sirens and lights along Homeland Avenue when approaching the Facility.¹
- iv. Subject to availability and in coordination with Brightview's executive director, the Association may utilize the Facility's multipurpose room(s) at times to be agreed to by the Parties.

c. Signage:

i. Pre-Operational (construction phase)

1. Brightview shall submit to the Association a signage plan (the “Pre-Operational Signage Plan”) for the construction phase of the Facility no less than thirty (30) days before work commences. The Pre-Operational Signage Plan is subject to the Association’s review, comment and approval, which approval shall not be unreasonably withheld, conditioned or delayed.

ii. Operational

1. Brightview shall submit to the Association a signage plan (the “Signage Plan”) for all permanent signage associated with any and all aspects of the Facility no less than thirty (30) days before the Signage Plan is scheduled for review or approval by any city agency. The Signage Plan is subject to the Association’s review, comment and approval, which approval shall not be unreasonably withheld, conditioned or delayed.

d. Parking / Traffic:

- i. The Facility will include approximately 110 parking spaces on the Property to serve both residents and staff of the Facility (the “Parking Lot”), including NDMU faculty, staff, or students engaged in educational programs at the Facility. The Parking Lot will not be available for use by other NDMU students, faculty, staff, employees, or visitors. Brightview shall coordinate parking policies and procedures to include, at a minimum, badging, ticketing and location designation. All parking plans shall be submitted to the Association for review and are subject to the Association’s comment.
- ii. Employees of the Facility will be eligible for transportation benefits to incentivize the use of public transportation. Notwithstanding the preceding sentence, NDMU and Brightview shall not, without prior written approval of the Association, undertake or otherwise support any efforts to modify the location of public transportation stops that exists as of date of execution of this Agreement: (i) on or along North Charles Street, from the intersection with Homeland Avenue to the intersection with Northern Parkway; (ii) on or along Homeland Avenue, from the intersection with North Charles Street to the intersection with York Road; or (iii) on or along Woodbourne Avenue, from the intersection with Homeland Avenue to the intersection with York Road. If a Party undertakes any efforts to modify the volume of public transportation servicing the locations described herein and in existence as of date of execution of this Agreement, the relevant Party shall

inform the other Parties in accordance with Section 3, and may coordinate their effort with the other Parties.

- iii. The Parking Lot will be screened from Homeland Avenue by a landscape buffer and will be at a lower grade than Homeland Avenue to minimize visibility of headlights from the Facility to the homes along Homeland Avenue. The landscape buffer shall be subject to approval of the Association, which approval shall not be unreasonably withheld, conditioned or delayed.
- iv. Light fixtures in the Parking Lot will comply with "Dark Sky" design to prevent light spillage across the property line.
- v. Prior to the issuance of any permits for the Facility, Brightview shall conduct a traffic impact study (the "TIS"). Brightview shall share the results of the TIS with the Association within 30 days of receipt of same, and shall work with the Association and with NDMU to implement appropriate traffic mitigation measures as recommended in the TIS and required by Baltimore City. Such traffic mitigation measures shall be subject to approval of the Association, which approval shall not be unreasonably withheld, conditioned or delayed.

e. Security:

- i. Brightview shall maintain concierge and security coverage at the Facility 24 hours a day, 7 days a week, which security coverage shall include video surveillance of the Property. For the avoidance of doubt, the security coverage maintained at the Facility shall be separate and apart from any security coverage maintained by NDMU and/or of its campus.
- ii. The memory care portion of the Facility will be separately secured with key fob access only for Brightview associates and family of Facility residents.
- iii. Brightview, NDMU, and the Association will share with each other information and response operations regarding security incidents occurring in the vicinity of the Facility and shall submit to each other quarterly reports of all security incidents occurring in the vicinity of the Facility.

f. Construction Management:

- i. Exterior construction at the Property shall be limited to 7:00 a.m. to 6:00 p.m., Monday through Friday. Interior construction may also occur on Saturdays between 7:00 a.m. and 6:00 p.m. so long as prior to the commencement of interior construction, exterior construction has been substantially completed such that exterior walls and the roof are installed. Exterior work that does not generate significant noise, such as masonry and

landscaping, may occur on Saturdays after interior construction has commenced.

- ii. Brightview will maintain 24-hour video surveillance during construction of the Facility and will secure the Property with an 8' high construction fence during this period.
- iii. Brightview agrees that construction workers (whether employees or contractors) shall not park in Homeland, including but not limited to on Homeland Avenue, Springlake Way, Paddington Road, Broadmoor Road, or any of the lanes in Homeland (which are owned by the Association). Brightview will be responsible for securing off-site parking facilities for construction workers during the construction period. Brightview will notify the Association when the location of such off-site parking facilities has been identified. When alerted to violations of this parking restriction, Brightview shall take commercially reasonable action to resolve any violating vehicle and shall report such actions in writing to the Association.
- iv. Brightview agrees that construction workers (whether employees or contractors) shall not use the streets and roadways in Homeland, including but not limited to on Springlake Way, Paddington Road, Broadmoor Road, or any of the lanes in Homeland (which are owned by the Association) as a "cut-through" to the Facility. Brightview shall develop and enforce a plan to prevent construction-related vehicle traffic (including but not limited to by their employees or contractors) in or through Homeland.
- v. Brightview will complete a Phase II environmental study of the existing Knights of Columbus building prior to its demolition, and any environmental hazards identified in that study will be remediated at Brightview's sole cost and expense. Within 30 days of receipt of the Phase II environmental study, Brightview shall share the Phase II environmental study and planned remediation strategy (if applicable) with the Association.
- vi. Brightview will notify the Association of the timing, nature and impact of the demolition of the Knights of Columbus building no less than fourteen (14) days in advance of such demolition. Brightview shall use commercially reasonable efforts to minimize disruption of systems and services serving the Association.

g. Environmental:

- i. Brightview and the Association agree that, as of the execution of this Agreement, there are located on the Property: (i) forty-four (44) trees that meet the definition of "Specimen Tree" for purposes of the Forest Conservation Act and Baltimore City's forest conservation requirements (which Specimen Trees are shown in the survey attached as Exhibit C); and

- (ii) additional trees that are not Specimen Trees (the “Non-Specimen Trees”). Brightview and the Association further agree that mitigation is required for the removal of any tree from the Property—whether Specimen Tree or Non-Specimen Tree—without regard to its condition at time of removal or the applicability of any mitigation-exempting condition under Baltimore City’s forest conservation requirements. To that end, Brightview and the Association will collaboratively review the existing trees on the Property and mutually agree on the Non-Specimen Trees that will be mitigated.
- ii. Brightview and NDMU shall comply with Baltimore City’s forest conservation requirements, as modified by Section 2(g)(i) hereof, with regard to the removal of any trees on the Property. This will include the modification of NDMU’s existing forest conservation easement to relocate the easement to another part of NDMU’s campus.
- iii. In the event Brightview proposes to remove trees of any size, type, diameter, condition or specie not covered by Baltimore City’s tree loss mitigation requirement, Brightview shall provide a separate supplemental tree loss mitigation plan allocating replacement trees in on-site/on-campus locations, subject to the approval of NDMU, off-site/off-campus locations on Association property, subject to the approval of the Association, or other off-site/off-campus locations, except to the extent prohibited by applicable law. This supplemental tree loss mitigation plan shall include mitigation methodology equivalent to that required by Baltimore City, as modified by Section 2(g)(i) hereof, and shall be subject to review and comment by the Association. Such plantings shall commence within one (1) year of any tree removal, and the supplemental tree loss mitigation plan, if applicable, shall include at least three (3) years of maintenance and an annual assessment by an arborist, which assessment shall be shared with the Association. This supplemental tree loss mitigation plan is in addition to, and not a substitute for, Baltimore City’s forest conservation requirements with the intent that additional tree loss mitigation above and beyond that which is required under applicable law is in the best interests of the Parties. For the avoidance of doubt, the intent of this Section is to mitigate the loss of any tree from the Property but not to require duplicate tree mitigation.
- iv. Brightview will provide a deforestation mitigation plan, which shall include, but is not limited to a plan which addresses soil erosion, water cycle disruption, biodiversity loss, greenhouse gas emissions, etc., to the Association within 120 days from the date of the submission of the supplemental tree loss mitigation plan referenced in Section 2.g.iii.
- v. Brightview will provide an ecosystem impact mitigation plan which shall include, but is not limited to, a wildlife habitat and mitigation plan that includes a commitment to mitigation of the net loss of habitat along the

Homeland Avenue corridor impacted by the construction of the Facility to the Association within 120 days from the date of the submission of the supplemental tree loss mitigation plan referenced in Section 2.g.iii.

- vi. The Facility will be constructed in accordance with Leadership in Energy and Environmental Design (“LEED”) standards to achieve a LEED Silver rating or the equivalent.
 - vii. The Facility will include stormwater management systems in accordance with Baltimore City requirements to manage both quality and quantity. Brightview and NDMU shall maintain the stormwater management systems on their respective parcels and implement best management practices to reduce occurrences of flooding and runoff on their respective parcels. Brightview acknowledges that a failure to implement adequate stormwater management systems at the Facility may cause flooding and runoff in Homeland, including but not limited to along Springlake Way. NDMU shall consult with the Baltimore City Department of Public Works on their next phase of the Stony Run stream restoration to incorporate a hydrological assessment of waterflow along Homeland Avenue and along Springlake Way, from the intersection with Homeland Avenue to the intersection with Tunbridge Road.
 - viii. Consistent with the requirements of the Baltimore City Landscape Manual, landscaping will comply with the requirements for pedestrian access and shall be subject to the Association’s approval, which approval shall not be withheld, conditioned or delayed.
 - ix. Within six (6) months from the date of this Agreement, NDMU, Brightview and the Association will form a landscaping collaboration committee to prioritize native species and promote a healthy habitat for migratory birds and other native species.
- h. Maintenance:
- i. Brightview shall maintain the Facility in good repair, working order and condition. Upon notification by the Association of any disrepair, damage, or other deficiency in the condition or working order of the Facility, Brightview shall immediately undertake commercially reasonable efforts to correct such disrepair, damage, or deficiency.

3. Contact Information. Brightview, NDMU, and the Association desire to work together to facilitate a mutually beneficial relationship, to address communications, and to implement a plan for problem-solving. To that end, in the event that any party raises issues of concern, these issues will be conveyed to the other party’s designated point of contact as set forth below. In addition, Brightview will provide a written update to the Association on a monthly basis

during design development and construction of the Facility, which update shall include at a minimum a construction schedule and contact information for Brightview's general contractor. Following completion of construction of the Facility and up to twice annually at the Association's request, Brightview shall provide to the Association a report containing pertinent information², which report is separate from and in addition to the quarterly security incident report required under Section 2(e) hereof.

Association Point of Contact

Kristen Shaab
Homeland Association Board President
kshaab@homelandassociation.org

Mike Burns
Homeland Association Board Vice President
and Legal Committee Chair
mburns@homelandassociation.org

Brightview Point of Contact

Steve Marker
Vice President of Development
smarker@bvsl.net

Austin Koo
Development Director
akoo@bvsl.net

NDMU Point of Contact

Gregory FitzGerald
Chief of Staff
Notre Dame University of Maryland
gfitzgerald@ndm.edu

4. Association Support for the Facility. Subject to NDMU and Brightview's compliance with the terms and conditions of this Agreement, the Association shall support the conditional use of the Property as the Facility as set forth herein. The Association will provide a letter documenting such support and/or oral testimony by an officer (who shall be chosen in the Association's sole discretion) to the Baltimore City Council and/or Planning Commission upon Brightview or NDMU's request.

5. Association Support for Modification of Forest Conservation Easement. The Association agrees to support NDMU's application to modify the forest conservation easement at 4701 North Charles Street in exchange for NDMU's agreement to create and implement the following:

- a. an Easement Modification Plan created or revised with feedback from the Association and shall include (i) a Campus Map clearly delineating the location of the new conservation easement and (ii) justification for the location of the new

conservation easement over other potential locations on the NDMU campus to be provided to the Association within 120 days from the date of easement modification approval;

- b. a Capital Improvement Plan for the NDMU campus for the next 5 years that is non-binding and may change from time to time. NDMU will share the Capital Improvement Plan with the Association for review and comment;
- c. At such a time that NDMU undergoes a Campus Master Planning process, NDMU will solicit feedback from the Association and subsequently share a substantially completed draft of the Campus Master Plan with the Association for review and comment;
- d. a commitment to improved and ongoing community engagement with the Association to be more fully set forth in a separate Memorandum of Understanding or comparable document between the Association and NDMU. The Parties will act in good faith to have it executed within twelve (12) months from the date of this Agreement.

6. Contingent Agreement. This Agreement shall be conditioned upon the Baltimore City Council's final approval of the conditional use of the Property for the Facility. In the event that the conditional use does not receive final approval by December 31, 2023 then this Agreement shall terminate and shall be of no further force or effect.

7. Dispute Resolution. In the event that a dispute arises under this Agreement, then the Parties agree to work together in good faith to resolve the dispute. If the Parties are unable to resolve such dispute, then the Parties agree that the dispute shall be mediated through a mediator or mediation service that is mutually agreed upon by the Parties in writing. Any mediation may be initiated concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution proceedings, which shall be stayed pending mediation. Unless otherwise agreed in writing by the Parties, mediation fees, costs, and expenses shall be divided and paid equally by the Parties to the mediation. If any party elects to have an attorney present at mediation, that party shall pay its own attorney's fees associated with the mediation. The Parties further agree that if they are unable to resolve the dispute through mediation, any Party may initiate litigation in the Circuit Court for Baltimore City, which court shall have exclusive jurisdiction over any court proceeding arising out of this Agreement and personal jurisdiction over the Parties. In the event of litigation, the substantially prevailing Party or Parties shall be entitled to recover from the non-prevailing Party or Parties its reasonable attorneys' fees, costs, and expenses incurred with such action.

8. Brightview, NDMU and the Association each respectively represents and covenants that it is authorized to enter into this Agreement.

9. The Parties agree that Brightview's rights and obligations under this Agreement may be assigned to an affiliate entity, including to any limited liability company in which the managing member is Brightview or is under common control with Brightview, subject to all terms,

conditions, rights, and obligations herein, including but not limited to Section 12 hereof, without regard to the interests or rights of the assignee (or any members thereof) not set forth in this Agreement.

10. Nothing in this Agreement shall be interpreted to prohibit, abrogate, restrict, or otherwise limit the ability of individual residents of Homeland to offer testimony in their individual capacities, including but not limited to Association members, or any other persons from submitting written or oral testimony contrary to the position of the Association.

11. This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland without regard for conflict of laws principles. The Parties hereto hereby expressly consent to the exclusive personal jurisdiction of the state and federal courts located in the State of Maryland for any lawsuit arising from or relating to this Agreement.

12. The terms, conditions, rights, and obligations of this Agreement shall be binding on the Parties hereto and their respective heirs, personal representatives, successors and assigns as if they had been original signatories hereto.

13. This Agreement may be executed in several counterparts, each of which is deemed original, but all of which constitute one and the same instrument.

14. This Agreement constitutes the entire agreement among the Parties hereto, and any agreement hereafter or heretofore made shall not operate to change, modify, terminate, or discharge this Agreement in whole or in part unless such agreement is in writing and signed by each of the Parties hereto. The Parties have made no representations or promises with respect to this Agreement except as are herein expressly set forth.

15. This Agreement shall be incorporated into any and all development plans relating to the Property, the Facility and/or the Forest Conservation Easement submitted for approval or approvals issued by any agency, board, commission, legislative or other body of the City of Baltimore and shall run with said approvals, being enforceable by any agency with jurisdiction to enforce its terms, in accordance with applicable law and the provisions set forth in Baltimore City Building, Fire, and Related Codes, Section 105.6. No Party shall pursue any such enforcement action prior to exhausting the dispute resolution process set forth in Section 7.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF the parties to this Agreement have affixed their signatures below:

Dated: February 22, 2023

BRIGHTVIEW SENIOR LIVING
DEVELOPMENT, LLC

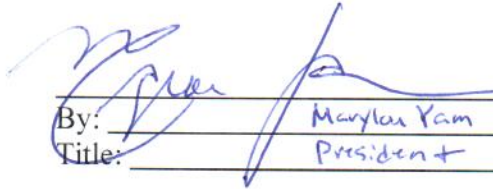


By: Steve Marker

Title: Vice President of Development

Dated: February 23, 2023

NOTRE DAME OF MARYLAND UNIVERSITY,
INC.



By: Marilyn Yam

Title: President

Dated: February 22, 2023

HOMELAND ASSOCIATION, INCORPORATED



By: Kristen R. Shaab

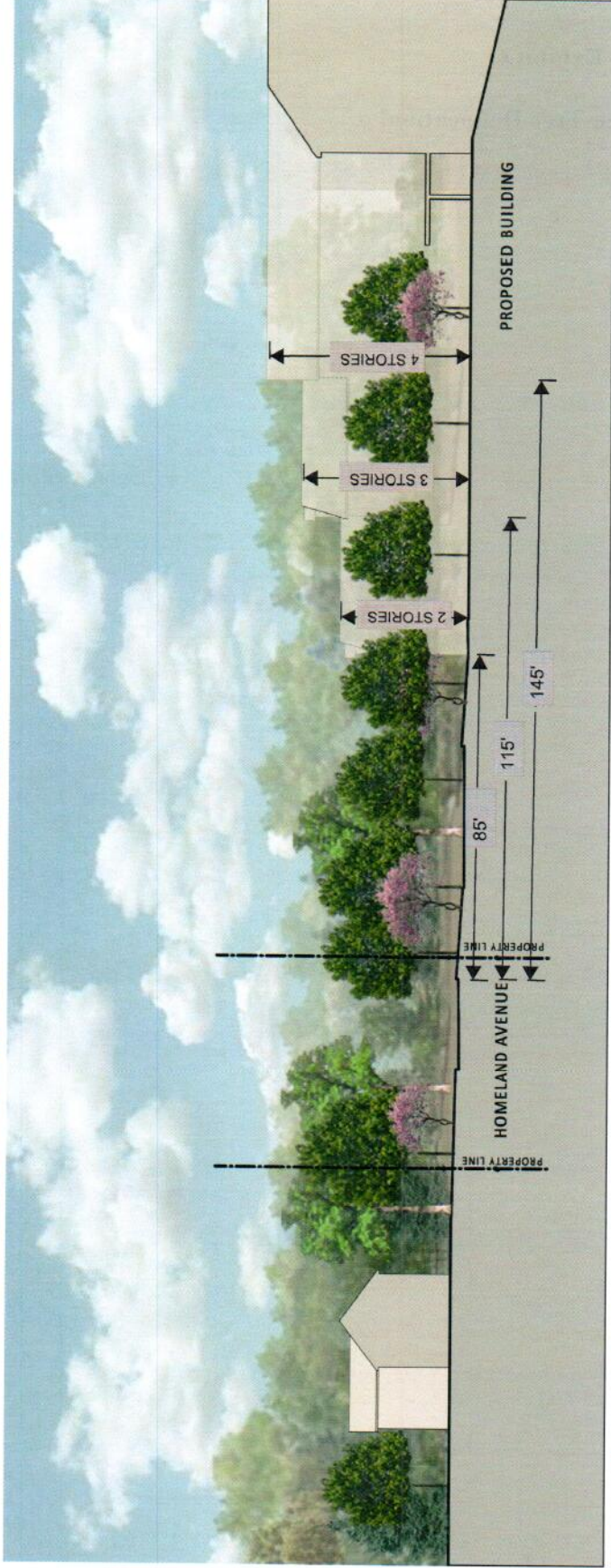
Title: Homeland Association Board President

EXHIBIT A
[the Property]

Exhibit A to BV/ND/HA Memorandum of Understanding (MOU) dated February 22, 2023



EXHIBIT B
[Height diagram]



SITE SECTION - PROPOSED



Exhibit C
[Specimen Tree Delineation]

4858-1216-0338, v. 1

