

**PROFFERS**

**RZ 2003-SU-061**

**STANLEY MARTIN COMPANIES, INC. (OLD MILL ROAD)**

**March 25, 2004**

Pursuant to Section 15.2-2303(a) of the Code of Virginia, 1950, as amended, the property owners and Applicant in this rezoning proffer that the development of the parcel under consideration and shown on the Fairfax County Tax Maps as Tax Map Reference 65-1-((1))-6, 18, 19, 20, 21 pt. and a portion of Old Mill Road to be vacated and/or abandoned (hereinafter referred to as the "Property") will be in accordance with the following conditions if, and only if, said Rezoning request for the PDH-3 District is granted. In the event said application request is denied, these proffers shall be null and void. The Owners and the Applicant ("Applicant"), for themselves, their successors and assigns, agree that these proffers shall be binding on the future development of the Property unless modified, waived or rescinded in the future by the Board of Supervisors of Fairfax County, Virginia, in accordance with applicable County and State statutory procedures. The proffered conditions are:

**I. GENERAL**

1. Substantial Conformance. Subject to the proffers and the provisions of Article 16 of the Zoning Ordinance, under which minor modifications to an approved development plan are permitted, the development shall be in substantial conformance with the Conceptual Development Plan/Final Development Plan (CDP/FDP), containing five (5) sheets prepared by BC Consultants, dated June 30, 2003, as revised through February 20, 2004.

2. Minor Modifications. Minor modifications from what is shown on the CDP/FDP and these Proffers which may become occasioned as a part of final architectural and engineering design may be permitted as determined by the Zoning Administrator in accordance with the provisions set forth in Section 16-403 of the Zoning Ordinance.

3. Lot Yield. The development shall consist of a maximum of thirty-three (33) single family detached units. The Applicant reserves the right to develop the site with a lesser number of lots.

4. Establishment of HOA. Prior to record plat approval, the Applicant shall establish a Homeowners Association (HOA) for the purpose of establishing the necessary residential covenants governing the design and operation of the approved development and to provide a mechanism for ensuring the ability to complete certain maintenance obligations of these proffer conditions.

5. Escalation. All monetary contributions required by these proffers shall be adjusted upward or downward based on changes to the Construction Cost Index published in the Engineering New Record occurring subsequent to the date of rezoning approval and up to the date of payment.

6. Length of Driveways. All driveways serving the approved residential units shall be a minimum of 18 feet in length without overhanging into the sidewalk from the inside of the sidewalk to the edge of the entrance to the garage.

7. Architectural Compliance. The architectural design of the buildings shall be in substantial conformance with the elevations shown on the CDP/FDP. Modifications may be made with the final architectural designs if in substantial conformance with the elevations shown on the CDP/FDP.

8. Garage Conversion. Any conversion of garages that will preclude the parking of vehicles within the garage is prohibited. A covenant setting forth this restriction shall be disclosed in the HOA documents and recorded among the land records of Fairfax County in a form approved by the County Attorney prior to the sale of any lots. Prospective purchasers shall be advised of this use restriction, in writing, prior to entering into a contract of sale.

9. Encroachment of Decks and Similar Appurtenance. Notwithstanding the “lot typical” generally described on the CDP/FDP, decks, bay windows, patios and mechanical equipment may encroach into peripheral minimum yards as permitted by Section 2-412 and/or Article 10 of the Zoning Ordinance.

10. Entrance Feature. Any entrance feature shall be of a size and height that complies with Article 12 of the Zoning Ordinance.

## **II. TRANSPORTATION**

11. Right-of-Way Vacation. Notwithstanding the submission for processing of any applications, plans or plats in furtherance of the development of the Application Property, the Applicant acknowledges that no such application, plan or plat shall be approved by Fairfax County until or unless the vacation of right-of-way proposed as part of the Application Property is approved by the Board of Supervisors and is final. In the event that such vacation is not approved by the Board of Supervisors, or in the event that Board’s approval is overturned by a court of competent jurisdiction, any development of the Application property under the PDH District shall require a proffered condition amendment and the Applicant acknowledges that such amendment may result in a loss of density. The Applicant hereby waives any right to claim or assert a taking or any other

cause of action that otherwise may have arisen out of a Board decision to deny in whole or in part the right-of-way vacation.

12. Old Mill Road Improvements. Prior to the issuance of the first Residential Use Permit (“RUP”), the Applicant shall construct Old Mill Road to an improved two-lane section PFM Category 2 road from the application property to Old Centreville Road as approved by DPWES. For the purpose of obtaining the first RUP, “construct” shall mean open to traffic and generally completed, but for final “top coating” of the road. The improvements shall include Old Mill Road intersection improvements with Mt. Olive Road and Old Centreville Road, as generally described on the CDP/FDP and approved by County DOT. The Applicant’s obligation shall be subject to obtaining all necessary temporary grading and related easements from the abutting properties and the dedication of any ancillary right-of-way required to be dedicated by approved rezonings and or related zoning applications on property abutting the portion of the road to be improved. Any necessary easements shall be diligently pursued by the Applicant as determined by DPWES. The Applicant shall submit written documentation of his efforts to DPWES. Should the Applicant fail to obtain necessary temporary easements, notwithstanding the diligent pursuit of the same, as determined by DPWES, or should the County be unsuccessful in obtaining the right-of-way to be dedicated in accordance with RZ 2000-SU-001, the Applicant reserves the right to construct improvements to Old Mill Road to a lesser standard than that reflected in this Proffer, and escrow funds with DPWES for the value of the improvement(s) precluded by the lack of -availability of the right-of-way or easement. The standard of Old Mill Road shall be determined in coordination with DPWES, VDOT and DOT. If the road is constructed to a lesser standard, the Applicant

shall maintain that portion until accepted into the State system. HOA documents shall continue the disclosure for potential maintenance.

13. Emergency Access. Subsequent to approval by DPWES, the emergency access lane shall be constructed of the same material to that used on the contiguous emergency access lane located immediately to the south on the property governed by RZ 2002-SU-039 Tax Map 65-1-((1))-22. At site plan review, the Applicant shall provide DPWES with documentation of the material to be used.

14. Centreville Road Fund: The Applicant shall contribute to the Centreville Area Road Fund at a rate of \$1,903.00 per unit (\$62,799 based on 33 units), which shall be adjusted by increases to the Construction Cost Index from the Engineering News Record from the date of Board approval to the date of payment. In lieu of a monetary contribution, equivalent funds may be applied toward actual road improvements within the Centreville area that benefit the residents of the immediate area, which may include Old Mill Road improvements from and including the intersection of Mt. Olive Road and Old Mill Road to Old Centreville Road, as required by these proffered conditions. In the event the Applicant demonstrates through a cost estimate approved by DPWES based on the unit price schedule, as adjusted for inflation, or the transmittal of actual invoices for work performed, that the cost of making such improvements, less any escrowed funds contributed by the County, will or has exceeded the sum of \$62,799, no further contribution to the Road Fund shall be required.

### **III. ENVIRONMENTAL**

15. Stormwater Management Facilities and Best Management Practices. The Applicant shall implement stormwater management techniques to control the quantity and quality of stormwater runoff from the Property as determined by DPWES.

Stormwater management facilities/Best Management Practices (“BMPs”) shall be provided as generally depicted on the CDP/FDP. Any on-site detention facility shall be landscaped to the maximum extent possible, as determined by the Urban Forestry Division, in accordance with the planting policies of the Board of Supervisors. Adequate outfall shall be demonstrated to the satisfaction of DPWES. The Applicant shall demonstrate that the outfall will not degrade the area of the outfall. At the time of site plan review, access to the pond shall be relocated to an area between lots 26 and 33.

16. Low Impact Development. At the time of subdivision plan approval, the Applicant shall use its best and reasonable efforts to reduce run-off volume by implementing potential “low impact development” practices into the design of the site, subject to approval by DPWES, conformance with the CDP/FDP and a determination that soil conditioning are suitable. Such practices may include, but shall not be limited to, the following:

- Detention/infiltration trenches
- Bio-filtration systems
- The direction of roof top runoff over grassed areas
- Rain gardens, maintained in accordance with Attachment A.

17. Limits of Clearing and Grading and Landscaping. The Applicant shall conform to the limits of clearing and grading as shown on the CDP/FDP subject to the installation of utilities and/or trails as determined necessary by the Director of DPWES. If it is determined necessary to install utilities, stormwater facilities, and/or trails within the limits of clearing and grading as shown on the CDP/FDP, they shall be located in the least disruptive manner necessary as determined by the Urban Forester, DPWES. A

replanting plan shall be developed and implemented, subject to approval by the Urban Forester, for any areas within the limits of clearing and grading that must be disturbed.

18. Landscaping. Landscaping shall be provided in substantial conformance with the landscaping concepts shown on the CDP/FDP. If, during the process of subdivision plan review, any new landscaping shown on the CDP/FDP cannot be installed in order to locate utility lines, trails, etc., as determined necessary by the Urban Forestry Division, then an area of additional landscaping consisting of trees and/or plant material of a type and size generally consistent with that displaced, shall be substituted at an alternate location on the Property, subject to approval by the Urban Forestry Division. If it is necessary to install utilities within the limits of clearing shown on the CDP/FDP, they shall be located in the least disruptive manner necessary, as determined by the Urban Forestry Division.

19. Tree Preservation Plan. The Applicant shall submit a tree preservation plan as part of the first and all subsequent subdivision plan submissions. The preservation plan shall be prepared by a professional with experience in the preparation of tree preservation plans, such as a certified arborist or landscape architect, and reviewed and approved by the Urban Forestry Division. The tree preservation plan shall consist of a tree survey that includes the location, species, size, crown spread and condition rating percentage of all trees twelve (12") inches in diameter and greater within twenty (20') feet of the property limits. The tree survey shall also include areas of clearing and grading not shown on the CDP/FDP resulting from engineering requirements, such as off-site clearing and grading for utilities or stormwater outfall. The condition analysis ratings shall be prepared using methods outlined in the latest edition of the Guide for Plant Appraisal published by the International Society of Arboriculture. Specific tree

preservation activities that will maximize the survivability of trees identified to be preserved, such as: crown, pruning, root pruning, mulching, fertilization, and others as necessary, shall be included in the plan.

20. Tree Preservation Walk Through. The Applicant shall retain the services of a certified arborist or landscape architect and shall have the limits of clearing and grading marked with a continuous line of flagging prior to the pre-construction meeting. Before or during the pre-construction meeting, the Applicant's certified arborist or landscape architect shall walk the limits of clearing and grading with an Urban Forestry Division representative to determine where minor adjustments to the clearing limits can be made to increase the survivability of trees at the edge of the limits of clearing and grading. Trees not likely to survive construction due to their species and/or proximity of disturbance will also be identified at this time and the Applicant shall also be given the option of removing them as part of the clearing operation. Any tree designated for removal at the edge of the limits of clearing and grading or within tree preservation area shall be removed using a chain saw to avoid damage to surrounding trees. If a stump must be removed, this shall be done using a stump-grinding machine in a manner causing as little disturbance as possible to adjacent trees.

21. Tree Protection Fencing. All trees shown to be preserved on the Tree Preservation Plan shall be protected by tree protection fencing. Tree protection fencing consisting of four foot high, 14 gauge welded wire attached to six foot steel post driven 18 inches into the ground and placed no further than ten feet apart shall be erected at the limits of clearing and grading as shown on the demolition and phase 1 and 2 erosion and sediment control sheets for the tree save and protection areas generally delineated on the GDP. All tree protection fencing shall be installed prior to any clearing and grading

activities, including the demolition of any existing structures within or adjacent to tree save areas. The installation of all tree protection fencing shall be performed under the supervision of a certified arborist. Three days prior to the commencement of any clearing, grading or demolition activities, the Urban Forestry Division shall be notified and given the opportunity to inspect the site to ensure that all tree protection devices have been correctly installed.

22. Tree Transplanting. The Applicant shall provide a transplanting plan as part of the first and all subsequent subdivision plan submissions for review and approval by the Urban Forestry Division. The plan shall be prepared by a professional with experience in the preparation of tree transplanting plans such as a certified arborist or landscape architect. The Applicant shall transplant the trees deemed appropriate by the Urban Forester. The plan shall generally address the following items:

- The species and sizes to be transplanted
- The existing location of the trees
- The final location of the trees
- The proposed time of the year when the trees will be moved
- The transplant methods to be used, including tree spades size if applicable
- Details regarding after transplant care, including mulching, watering and if necessary, support measures such as cabling or staking.

23. Re-Vegetation of Vacated Right-of-Way. The portions of Old Mill Road to be vacated and within the Application property shall be scarified and re-vegetated with native grasses and supplemental tree planting. Such re-vegetation of the area shall be

reflected in the landscape plans required by these proffers and subject to review and approval by the Urban Forestry Division.

24. Energy Conservation. All homes on the Property shall meet the thermal guidelines of the CABO Model Energy Program for energy-efficient homes, or its equivalent as determined by DPWES, for either gas or electric energy systems as may be applicable.

25. Geotechnical Investigation. If required by DPWES, the Applicant shall submit a geotechnical investigation of the site and implement such measures as determined by the investigation, subject to the satisfaction of DPWES.

26. Asbestos Containing Soils. If based on the soils analysis submitted as part of the subdivision approval process, DPWES determines that a potential health risk exists due to the presence and associated disturbance of asbestos-containing rock on the Property, the Applicant shall:

- Notify adjacent property owners of the presence of such soils and construction techniques to manage the same.
- Take appropriate measures as determined by the Fairfax County Health Department to alert all construction personnel as to the potential health risks.
- Commit to appropriate construction techniques as determined by DPWES in coordination with the Fairfax County Health Department to minimize this risk. Such techniques may include, but shall not be limited to, dust suppression measures during all blasting and drilling activities and covered transportation of removed materials presenting this risk, and appropriate disposal.

27. Lighting. All street lights (being that lighting that is intended to illuminate the streets) and exterior building lighting located on the Property will be installed in conformance with County requirements.

28. Blasting. If blasting is required on -site, the Applicant and its successors will ensure that blasting is done per Fairfax County Fire Marshal requirements and all safety recommendations of the Fire Marshal, including, without limitation, the use of blasting mats shall be implemented. In addition, the Applicant and its successors shall:

- Retain a professional consultant to perform a pre-blast inspection of each house of residential building, to the extent that any of these structures area located within two hundred fifty (250) feet of the blast site.
- Require the blasting consulting to request access to house, buildings, or swimming pools that are located with said 250 foot range if permitted by owner, to determine the pre-blast conditions of these structures. The Applicant's consultants will be required to give adequate notice of the scheduling of the pre-blast survey. The Applicant shall provide the residents entitled to pre-blast inspections, the name, address and phone number of the blasting contractor's insurance carrier.
- Require his consultant to place seismographic instruments prior to blasting to monitor shock waves. The Applicant shall provide seismographic monitoring records to County agencies upon their request.

- Notify residences within 250 feet of the blast site, ten (10) days prior to blasting.
- Upon receipt of a claim of actual damage resulting from said blasting, the Applicant shall cause his consultant to respond within five (5) days of meeting at the site of the alleged damage to confer with the property owner.
- The Applicant will require blasting subcontractors to maintain necessary liability insurance to cover the costs of repairing any damages to structures, which are directly attributable to the blasting activity and shall take necessary action to resolve any valid claims in an expeditious matter.

#### **IV. RECREATION**

29. Parks and Recreation. Pursuant to Section 6-409 of the Zoning Ordinance regarding developed recreational facilities, the Applicant shall provide the recreational facilities to serve the Application Property. Per Section 6-409, recreational facilities such as tot lots, fitness courses, gazebos, playgrounds, recreational trails, excluding Comprehensive trail, and similar features may be used to fulfill this requirement. At the time of subdivision plan review, the Applicant shall demonstrate that the value of any proposed recreational amenities is equivalent to a minimum of \$955.00 per unit as required by Article 6 of the Zoning Ordinance. In the event it is demonstrated that the proposed facilities do not have sufficient value, the Applicant shall have the option to: (1) provide additional on-site recreational amenities within the approved structures, or within the open space areas shown on the Plan, if it is determined that the location would be in substantial conformance with the CDP/FDP; and/or (2) contribute funds to the Fairfax

County Park Authority for off-site recreational purposes in location(s) that are reasonably expected to serve the future residents of the approved development.

30. Park Authority Contributions: In addition to Proffer 28 above, the Applicant shall contribute \$28,809 to the Fairfax County Park Authority prior to the issuance of the first RUP for park purposes and/or facilities in the area.

31. Trail. The Applicant shall construct trails through the Application property as generally shown on the CDP/FDP and the Countywide Trails Plan. The trail shall be field located at the time of subdivision plan to ensure a connection can be made to off-site trails. The Applicant shall grant public access over the trails.

#### **V. OTHER**

32. Temporary Signage. No temporary signs (including “popsicle” style paper or cardboard signs) which are prohibited by Article 12 of the Zoning Ordinance, and no signs which are prohibited by Chapter 7 of Title 33.1 or Chapter 8 of Title 46.2 of the Code of Virginia shall be placed on or off-site by the Applicant or at the Applicant’s direction to assist in the initial marketing and sale of homes on the subject Property. Furthermore, the Applicant shall direct its agents and employees involved in marketing and/or sale of residential units on the subject Property to adhere to this proffer.

33. School Contribution. A contribution of \$3,410.00 per unit shall be made to the Board of Supervisors designated for capital equipment for schools impacted by the proposed development. The Applicant further reserves the right to make all or a portion of the contribution to an individual school or schools, at the direction of the Sully District Supervisor. The Applicant reserves the right to contribute actual capital equipment in an amount equal to the monetary requirements of this proffer. The substance of any such non-monetary contribution shall be approved by a representative of the School Board or

the principal of an individual public school. The required contribution shall be made at the time of, or prior to, issuance of the first Residential Use Permit (RUP) for the approved units.

34. Affordable Dwelling Units. At the time of first building permit issuance, the Applicant shall contribute to the Fairfax County Housing Trust Fund the sum equal to one half of one percent (1/2 %) of the projected sales price for each house to be constructed. The projected sales price shall be determined by the Applicant in consultation with the Fairfax County Department of Housing and Community Development (HCD) and DPWES.

35. Cemetery Preservation. The Applicant shall preserve the existing cemetery as shown on the CDP/FDP and convey said cemetery to the homeowners association established for the proposed residential development. A similar type fence used for tree save areas shall be used to protect the limits of clearing and grading around the cemetery. The Applicant shall construct a wrought iron fence with a gate around the perimeter of the cemetery after site construction. The Applicant shall grant a public ingress-egress easement to allow public access to the cemetery. The HOA shall be responsible for maintaining the existing cemetery and such maintenance obligations shall be disclosed in the HOA documents.

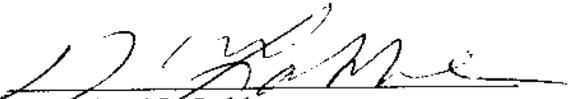
36. HOA Disclosure. Contract purchasers shall be notified in writing prior to entering into a contract of sale of the following: the proximity of the active firing range located at the Izaack Walton Park, the proximity of the gas line easement and pipelines, the maintenance responsibilities associated with the stormwater management facilities and potential road, rain garden, common area maintenance and cemetery. The same

notification shall be disclosed in the HOA documents prepared for the Application property.

37. Trail Relocation. The Applicant reserves the right to relocate the trail presently shown on the CDP/FDP along the north side of off-site Old Mill Road improvements, to the south side of the Road to better protect existing trees along the north side of the right-of-way.

These proffers may be executed in counterparts and the counterparts shall constitute one and the same proffer statement.

Title Owner of Tax Map 65-1-((1))-18

By: 

Name: Richard L. Labbe

Title: President

Company: Eastwood Properties, Inc.

Title Owner:  
Fairfax County Tax Map 65-1-((1))-21

By:  \_\_\_\_\_  
Name: Thomas F. Bonner  
Title: Vice President  
Company: Washington Gas Light Company

The Heirs of Luther Scott  
(Title Owners of TM 065-1((1)) parcels 6 and 20)

GLADYS SCOTT

By: Gladys Scott, by Sarah E Hall, Agent  
and Attorney-in-Fact for Gladys Scott  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Gladys Scott

SHIRLEY BROWN

By: Shirley Brown, by Sarah E Hall, Agent  
and Attorney-in-Fact for ~~Shirley~~ Shirley Brown  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Shirley Brown

CRYSTAL B. GASKINS

By: Crystal B. Gaskins, by Sarah E Hall, Agent  
and Attorney-in-Fact for Crystal B. Gaskins  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Crystal B. Gaskins

KENNETH SCOTT

By: Kenneth Scott, by Sarah E Hall, Agent  
and Attorney-in-Fact for Kenneth Scott  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Kenneth Scott

EDWARD N. SCOTT

By: Edward N. Scott, by Sarah E Hall, Agent  
and Attorney-in-Fact for Edward N. Scott  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Edward N. Scott

JUSTINE C. SCOTT

By: Justine C. Scott, by Sarah E Hall, Agent  
and Attorney-in-Fact for Justine C. Scott  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Justine C. Scott

DANIEL A. SCOTT

By: Daniel A. Scott, by Sarah E. Hall, Agent and Attorney-in-Fact for Daniel A. Scott  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Daniel A. Scott

RUBY FORD

By: Ruby Ford, by Sarah E. Hall, Agent and Attorney-in-Fact for Ruby Ford  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Ruby Ford

LLOYD SCOTT

By: Lloyd Scott, by Sarah E. Hall, Agent and Attorney-in-Fact for Lloyd Scott  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Lloyd Scott

NAOMI D. GASKINS

By: Naomi D. Gaskins, by Sarah E. Hall, Agent and Attorney-in-Fact for Naomi D. Gaskins  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Naomi D. Gaskins

INEZ DUNCAN

By: Inez Duncan, by Sarah E. Hall, Agent and Attorney-in-Fact for Inez Duncan  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Inez Duncan

MARTHA VAUGHAN

By: Martha Vaughan, by Sarah E. Hall, Agent and Attorney-in-Fact for Martha Vaughan  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Martha Vaughan

MAXINE HARMON

By: Maxine Harmon, by Sarah E. Hall, Agent and Attorney-in-Fact for Maxine Harmon  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Maxine Harmon

LILLIAN EWELL

Lillian Ewell, by Sarah E Hall, Agent and  
By: Attorney-in-Fact for Lillian Ewell  
Sarah E. Hall, Agent and Attorney-in-Fact for  
Lillian Ewell

Title Owner:  
Fairfax County Tax Map 65-1-((1))-19

By: Arjun Nowlakha 4/2/04  
Name: Arjun Nowlakha

By:

Petra Nowlakha  
Name: Petra Nowlakha

Fairfax County Board of Supervisors,  
a body corporate and politic  
Property Owner, a portion of Old Mill Road

By: AH Griffin  
Name: ANTHONY H. GRIFFIN  
Title: Fairfax County Executive

WFLA 09/15/13

## ATTACHMENT A

### SPECIFICATIONS FOR MAINTENANCE OF RAIN GARDENS

Description	Method	Frequency	Time of the Year
<b>SOIL</b>			
Inspect and Repair Erosion	Visual	Monthly	Monthly
<b>ORGANIC LAYER</b>			
Remulch any void areas	By hand	Whenever needed	Whenever needed
Remove previous mulch layer before applying new layer (optional)	By hand	Once every two to three years	Spring
Any additional mulch added (optional)	By hand	Once a year	Spring
<b>PLANTS</b>			
Removal and replacement of all dead and diseased vegetation considered beyond treatment	See planting specifications	Twice a year	3/15 to 4/30 and 10/1 to 11/30
Treat all diseased trees and shrubs	Mechanical or by hand	N/A	Varies, depends on insect or disease infestation
Watering of plant material shall take place at the end of each day for fourteen consecutive days after planting has been completed	By hand	Immediately after completion of project	N/A
Replace stakes after one year	By hand	Once a year	Only remove stakes in the Spring
Replace any deficient stakes or wires	By hand	N/A	Whenever needed
Check for accumulated sediments	Visual	Monthly	Monthly

## AGREEMENT

THIS AGREEMENT is made and entered into this 9<sup>th</sup> day of February, 2004, by and between ARJUN NOWLAKHA and PETRA NOWLAKHA, husband and wife. ("Landowner"), and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRIGNIA, a body corporate and politic ("Board").

WHEREAS, Landowner is the owner of a parcel of land in Fairfax County, Virginia, that is identified by Fairfax County Tax Map Number 65-1-((1))-19 ("subject property"), and

WHEREAS, Landowner has applied to rezone the subject property and the land underlying certain roads that are owned by the Board ("subject roads"), and such rezoning request has been designed as RZ 2003-SU-061, and

WHEREAS, Landowner has proffered, pursuant to RZ 2003-SU-061, to seek the vacation and/or abandonment of the subject roads, and

WHEREAS, Landowner will own the land underlying the subject roads if the road are vacated and/or abandoned, and

WHEREAS, it is anticipated that RZ 2003-SU-061 will be submitted to the Board before the Board is asked to vacate and/or abandon the subject roads; and

WHEREAS, because of its ownership of the subject roads, the Board has joined as an applicant in RZ 2003-SU-061 and, by its authorized representative, has signed the proffers that have been proposed in connection therewith.

NOW THEREFORE, in consideration of the premises set out herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Board is under no obligation to vacate or abandon the subject roads.
2. No applications, plans, plats, or permits for the development of the subject property shall be approved by the Board, its agents, officials, or employees until the Board has approved the vacation and/or abandonment of the subject roads and no action challenging such approval has been filed within thirty (30) days after the approval in a court of competent jurisdiction.
3. In the event that the Board does not approve the vacation and/or abandonment of the subject roads, or in the event that the Board's approval of such vacation and/or abandonment is overturned by a court of competent jurisdiction, any development of the subject property under RZ 2003-SU-061 shall require a proffered condition amendment and Landowner acknowledges and accepts that such amendment may result in a loss of density. Landowner waives any right to claim or assert a taking or any other cause of action as a result of the Board's decision not to vacate and/or abandon the subject roads.

4. Landowner shall indemnify and hold harmless the Board, its agents, officials, and employees against all claims of whatever kind that may arise out of the Board having signed the proffers in connection with RZ 2003-SU-061.

5. This agreement is governed by the laws of the Commonwealth of Virginia and is binding upon the parties and their successors and assigns.

6. This agreement shall not be amended or modified except by an agreement in writing by the parties. If any provision of this agreement is found to be invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and all remaining provisions shall remain in full force and effect.

7. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon the parties except to the extent incorporated in this agreement.

8. Landowner agrees that the terms, conditions, and covenants stated in this agreement are not personal to the Landowner but run with the land and shall be binding upon the Landowner, its heirs, personal representatives, successors, and assigns.

9. This agreement shall be recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Title Owner:  
Fairfax County Tax Map 65-1-((1))-19

By: *Arjun Nowlakha*  
Name: Arjun Nowlakha

By: *Petra Nowlakha*  
Name: ~~Peter~~ Nowlakha  
*Petra*

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

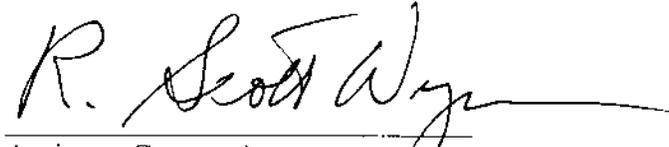
The foregoing instrument was acknowledged before me by Arjun Nowlakha and <sup>*Petra*</sup> ~~Pete~~ Nowlakha on this 9<sup>th</sup> day of February, 2004.

*Julia Fensler*  
Notary Public

My Commission Expires: 5-31-2006

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

Approved as to Form:

  
Assistant County Attorney

Executed on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by said Board.

By:   
Name: Anthony H. Griffin  
Title: County Executive

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by Anthony H. Griffin, County Executive, on this 26 day of April, 2004.

  
Notary Public

My Commission expires: 12-31-2007

WREA199397.2

## AGREEMENT

THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of April, 2004, by and between HEIRS OF LUTHER SCOTT. ("Landowner"), and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRIGNIA, a body corporate and politic ("Board").

WHEREAS, Landowner is the owner of a parcel of land in Fairfax County, Virginia, that is identified by Fairfax County Tax Map Number 65-1-((1)), parcels 6 and 20 ("subject property"), and

WHEREAS, Landowner has applied to rezone the subject property and the land underlying certain roads that are owned by the Board ("subject roads"), and such rezoning request has been designed as RZ 2003-SU-061, and

WHEREAS, Landowner has proffered, pursuant to RZ 2003-SU-061, to seek the vacation and/or abandonment of the subject roads, and

WHEREAS, Landowner will own portions of the land underlying the subject roads if the road are vacated and/or abandoned, and

WHEREAS, it is anticipated that RZ 2003-SU-061 will be submitted to the Board before the Board is asked to vacate and/or abandon the subject roads; and

WHEREAS, because of its ownership of the subject roads, the Board has joined as an applicant in RZ 2003-SU-061 and, by its authorized representative, has signed the proffers that have been proposed in connection therewith.

NOW THEREFORE, in consideration of the premises set out herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Board is under no obligation to vacate or abandon the subject roads.
2. No applications, plans, plats, or permits for the development of the subject property shall be approved by the Board, its agents, officials, or employees until the Board has approved the vacation and/or abandonment of the subject roads and no action challenging such approval has been filed within thirty (30) days after the approval in a court of competent jurisdiction.
3. In the event that the Board does not approve the vacation and/or abandonment of the subject roads, or in the event that the Board's approval of such vacation and/or abandonment is overturned by a court of competent jurisdiction, any development of the subject property under RZ 2003-SU-061 shall require a proffered condition amendment and Landowner acknowledges and accepts that such amendment may result in a loss of density. Landowner waives any right to claim or assert a taking or any other cause of action as a result of the Board's decision not to vacate and/or abandon the subject roads.

4. Landowner shall indemnify and hold harmless the Board, its agents, officials, and employees against all claims of whatever kind that may arise out of the Board having signed the proffers in connection with RZ 2003-SU-061.

5. This agreement is governed by the laws of the Commonwealth of Virginia and is binding upon the parties and their successors and assigns.

6. This agreement shall not be amended or modified except by an agreement in writing by the parties. If any provision of this agreement is found to be invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and all remaining provisions shall remain in full force and effect.

7. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon the parties except to the extent incorporated in this agreement.

8. Landowner agrees that the terms, conditions, and covenants stated in this agreement are not personal to the Landowner but run with the land and shall be binding upon the Landowner, its heirs, personal representatives, successors, and assigns.

9. This agreement shall be recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Title Owner:

Fairfax County Tax Map 65-1-(1)-6, 20

By: Sarah E Hall as Attorney in Fact for the Heirs of Luther Scott

Name: Sarah E. Hall, Esquire

Attorney-in-Fact for the Heirs of Luther Scott

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by Sarah E. Hall, Esquire, Attorney-in-Fact for the Heirs of Luther Scott on this 5<sup>th</sup> day of April, 2004.

*Quinn A. Fletcher*

Notary Public

My Commission Expires: 2/28/07

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

Approved as to Form:

R. Scott Wynn  
Assistant County Attorney

Executed on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by said Board.

By: Anthony H. Griffin  
Name: Anthony H. Griffin  
Title: County Executive

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by Anthony H. Griffin, County Executive, on this 26 day of April, 2004.

John P. Morgan  
Notary Public

My Commission expires: 12-31-2007

### AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of March, 2004, by and between EASTWOOD PROPERTIES, INC. ("Landowner"), and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("Board").

WHEREAS, Landowner is the owner of a parcel of land in Fairfax County, Virginia, that is identified by Fairfax County Tax Map Number 65-1-((1))-18 ("subject property"), and

WHEREAS, Landowner has applied to rezone the subject property and the land underlying certain roads that are owned by the Board ("subject roads"), and such rezoning request has been designated as RZ 2003-SU-061, and

WHEREAS, Landowner has proffered, pursuant to RZ 2003-SU-061, to seek the vacation and/or abandonment of the subject roads, and

WHEREAS, Landowner will own the land underlying the subject roads if the road are vacated and/or abandoned, and

WHEREAS, it is anticipated that RZ 2003-SU-061 will be submitted to the Board before the Board is asked to vacate and/or abandon the subject roads; and

WHEREAS, because of its ownership of the subject roads, the Board has joined as an applicant in RZ 2003-SU-061 and, by its authorized representative, has signed the proffers that have been proposed in connection therewith.

NOW THEREFORE, in consideration of the premises set out herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Board is under no obligation to vacate or abandon the subject roads.
2. No applications, plans, plats, or permits for the development of the subject property shall be approved by the Board, its agents, officials, or employees until the Board has approved the vacation and/or abandonment of the subject roads and no action challenging such approval has been filed within thirty (30) days after the approval in a court of competent jurisdiction.
3. In the event that the Board does not approve the vacation and/or abandonment of the subject roads, or in the event that the Board's approval of such vacation and/or abandonment is overturned by a court of competent jurisdiction, any development of the subject property under RZ 2003-SU-061 shall require a proffered condition amendment and Landowner acknowledges and accepts that such amendment may result in a loss of density. Landowner waives any right to claim or assert a taking or any other cause of action as a result of the Board's decision not to vacate and/or abandon the subject roads.

4. Landowner shall indemnify and hold harmless the Board, its agents, officials, and employees against all claims of whatever kind that may arise out of the Board having signed the proffers in connection with RZ 2003-SU-061.

5. This agreement is governed by the laws of the Commonwealth of Virginia and is binding upon the parties and their successors and assigns.

6. This agreement shall not be amended or modified except by an agreement in writing by the parties. If any provision of this agreement is found to be invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and all remaining provisions shall remain in full force and effect.

7. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon the parties except to the extent incorporated in this agreement.

8. Landowner agrees that the terms, conditions, and covenants stated in this agreement are not personal to the Landowner but run with the land and shall be binding upon the Landowner, its heirs, personal representatives, successors, and assigns.

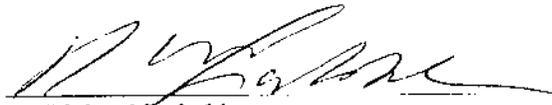
9. This agreement shall be recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Title Owner:

Fairfax County Tax Map 65-1-1-((1))-18

By: 

Name: Richard L. Labbe

Title: President

Company: Eastwood Properties, Inc.

COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by Richard L. Labbe, on behalf of Eastwood Properties, Inc., on this 15<sup>th</sup> day of March, 2004.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: Mar. 31, 2006

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

Approved as to Form:

R. Scott Wynn  
Assistant County Attorney

Executed on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by said Board.

By: Anthony H. Griffin  
Name: Anthony H. Griffin  
Title: County Executive

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by Anthony H. Griffin, County Executive, on this 26 day of April, 2004.

David Morgan  
Notary Public

My Commission expires: 12-31-2007

WREA199397.1

AGREEMENT

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of April, 2004, by and between WASHINGTON GAS LIGHT COMPANY, ("Landowner"), and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body corporate and politic ("Board").

WHEREAS, Landowner is the owner of a parcel of land in Fairfax County, Virginia, that is identified by Fairfax County Tax Map Number 65-1-((1))-21 ("subject property"), and

WHEREAS, Landowner has applied to rezone the subject property and the land underlying certain roads that are owned by the Board ("subject roads"), and such rezoning request has been designed as RZ 2003-SU-061, and

WHEREAS, Landowner has proffered, pursuant to RZ 2003-SU-061, to seek the vacation and/or abandonment of the subject roads, and

WHEREAS, Landowner will own the land underlying the subject roads if the road are vacated and/or abandoned, and

WHEREAS, it is anticipated that RZ 2003-SU-061 will be submitted to the Board before the Board is asked to vacate and/or abandon the subject roads; and

WHEREAS, because of its ownership of the subject roads, the Board has joined as an applicant in RZ 2003-SU-061 and, by its authorized representative, has signed the proffers that have been proposed in connection therewith.

NOW THEREFORE, in consideration of the premises set out herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Board is under no obligation to vacate or abandon the subject roads.
2. No applications, plans, plats, or permits for the development of the subject property shall be approved by the Board, its agents, officials, or employees until the Board has approved the vacation and/or abandonment of the subject roads and no action challenging such approval has been filed within thirty (30) days after the approval in a court of competent jurisdiction.
3. In the event that the Board does not approve the vacation and/or abandonment of the subject roads, or in the event that the Board's approval of such vacation and/or abandonment is overturned by a court of competent jurisdiction, any development of the subject property under RZ 2003-SU-061 shall require a proffered condition amendment and Landowner acknowledges and accepts that such amendment may result in a loss of density. Landowner waives any right to claim or assert a taking or any other cause of action as a result of the Board's decision not to vacate and/or abandon the subject roads.

4. Landowner shall indemnify and hold harmless the Board, its agents, officials, and employees against all claims of whatever kind that may arise out of the Board having signed the proffers in connection with RZ 2003-SU-061.

5. This agreement is governed by the laws of the Commonwealth of Virginia and is binding upon the parties and their successors and assigns.

6. This agreement shall not be amended or modified except by an agreement in writing by the parties. If any provision of this agreement is found to be invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and all remaining provisions shall remain in full force and effect.

7. This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon the parties except to the extent incorporated in this agreement.

8. Landowner agrees that the terms, conditions, and covenants stated in this agreement are not personal to the Landowner but run with the land and shall be binding upon the Landowner, its heirs, personal representatives, successors, and assigns.

9. This agreement shall be recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Title Owner:  
Fairfax County Tax Map 65-1-1-((1))-21

By: *James B. White*  
Name: James B. White  
Title: Vice President  
Company: Washington Gas Light Company

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

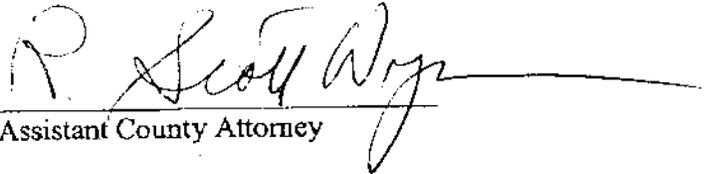
The foregoing instrument was acknowledged before me by <sup>James B. White</sup> ~~Thomas F. Bonner~~, on behalf  
of Washington Gas Light Company., on this 23<sup>rd</sup> day of April, 2004.  
in Fairfax Co, VA

*Kimberly J. Frews*  
Notary Public

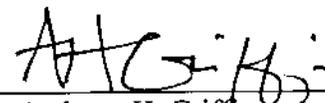
My Commission Expires: 1-31-2007

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

Approved as to Form:

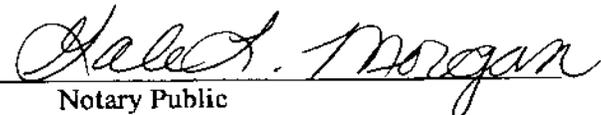
  
Assistant County Attorney

Executed on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by said Board.

By:   
Name: Anthony H. Griffin  
Title: County Executive

STATE OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by Anthony H. Griffin, County Executive, on this 26 day of April, 2004.

  
Notary Public

My Commission expires: 12-31-2007

\\REA\199397.4