PROFFERS
RZ 2005-SU-007
November 30, 2005

Pursuant to Section 15.2-2303(A), Code of Virginia (1950), as amended, Lloyd P. Given as the owner of Tax Map No. 54-3((2))-47 (the "Subject Property"), and Carl Bernstein, Trustee, and Horacio Magalhaes, Trustee, as the Applicants and Contract Purchasers, for themselves and their respective successors and assigns, hereby proffer to develop the Subject Property in accordance with the following conditions, provided that the Board of Supervisors rezones the Subject Property to the R-8 and WS Zoning Districts for the development of ten (10) single family attached dwelling units. For the purpose of these Proffers, the term "Developer" refers to the Applicant, its successors and assigns.

1. GDP. Development of the Subject Property shall be in substantial conformance with the generalized development plan entitled "Generalized Development Plan", consisting of four sheets (Numbered 1,2,3 and 3A), prepared by Land Design Consultants, dated December 2004 and revised through Oct. 18, 2005 (the "GDP"). Minor modifications to the GDP shall be permitted as determined by the Zoning Administrator in accordance with Section 18-204 (5) of the Fairfax County Zoning Ordinance (the "Ordinance") The Applicant reserves the right to make minor adjustments to the layout, internal lot lines, and lot sizes during site plan review based on final house locations, building footprints, and utility locations, provided that any adjustments are in substantial conformance with the GDP and that there is no decrease to the amount of open space, tree save, limits of clearing and grading, or distances to peripheral lot lines as dimensioned on the GDP.

2. Architecture.

(A) Illustrations A, B, C, and D attached to these Proffers are provided to show the design intent for the proposed single family attached dwelling units. The front elevations shall be generally consistent with the character and quality of the options shown on Illustrations A and B. The front elevations of the residential dwellings shall be brick as shown on Illustrations A and B, but with vinyl and wood trim and other materials for features such as roofs, doors, windows, entrance steps and garage doors. Illustration C depicts side elevation options for those proposed dwelling units with an exposed side elevation. The side elevations shall be brick as shown on Illustration C, but with vinyl and wood trim and other materials for features such as roofs, gables, doors, windows, entrance steps, and garage doors. The primary materials for the rear elevations of the single family attached dwelling units shall be vinyl, as shown on Illustration D, but such elevations shall incorporate other materials, such as wood, in trim work such as soffits, friezeboards, and corner boards, and shall incorporate architectural features, generally as shown on Illustrations C and D. Specific features for the single family attached dwelling units, such as the exact location and size of windows, doors, shutters and roofline, are subject to modification by the Developer upon final engineering and final architectural design.

(B) The development shall include the following elements:

(1) All exterior lighting shall comply with the applicable performance standards in Article 14 of the Zoning Ordinance.

(2) The Developer may construct two (2) small monument style entrance features at the locations indicated on the GDP. The heights and dimensions of these shall be in conformance with Article 12 of the Zoning Ordinance. Any lighted entrance feature shall be lit in accordance with the performance standards in Article 14 of the Zoning Ordinance.

3. Tree Preservation and Landscaping.

(A) Subject to the provisions of this Proffer No. 3, the Developer shall preserve the existing trees and vegetation outside of the limits of clearing and grading as shown on the GDP (the "Tree Preservation Areas.") The Applicant shall submit a tree preservation plan, prepared by an International Society of Arboriculture Certified Arborist or the equivalent (hereafter sometimes referred to as "Developer's Arborist,") with the first and all subsequent site plan submissions. The tree preservation plan shall show locations of all trees ten inches in diameter at four and one-half feet above the soil line (referred to as diameter at breast height or "DBH" and a tree that is of this size may be referred to as a "DBH tree") within twenty feet of either side of the limits of clearing and grading. The tree preservation plan shall adhere to PFM requirements, as approved by Fairfax County Urban Forest Management (hereafter referred to as "Urban Forest Management" or "UFM"). The condition of each DBH tree will be rated using the latest edition of the *Guide for Plant Appraisal*. The tree preservation plan shall be subject to the review and approval of UFM.

The tree preservation plan shall specify tree preservation practices to be employed to preserve trees, including, but not limited to, root pruning, crown pruning, mulching, and suppression of invasive exotics.

Supplemental plantings using indigenous species shall be used where necessary and practical, as approved by UFM, to improve screening within the Tree Preservation Areas along the northern, eastern, and southern property boundaries, as shown on the GDP. Plantings to be so used shall be listed and described on the landscape plan. At least seventy-five percent of the supplemental trees to be planted in the tree preservation areas shall be rated at seventy-five percent or higher in the Mid-Atlantic Chapter of the International Society of Arboriculture *Species Rating Guide*.

(B) All tree preservation-related work occurring in or adjacent to Tree Preservation Areas shall be accomplished in a manner that minimizes any potential for damage to vegetation to be preserved, including any woody, herbaceous, or vine plant species that occur in the lower canopy environment, and to the existing top soil and leaf litter layers that provide nourishment and protection to that vegetation. Any removal of any vegetation or any soil

disturbance in Tree Preservation Areas, including the removal of plant species that may be perceived as noxious or invasive, such as poison ivy, greenbrier, or multi-floral rose, shall be subject to the review and approval of UFM.

(C) For all Tree Preservation Areas, the Developer shall provide tree protection fencing during construction of the improvements contemplated by the GDP in the form of four foot high, 14 gauge welded wire attached to 6 foot steel posts driven 18 inches into the ground and placed no further than 10 feet apart, or other forms of tree protection fencing approved by UFM. All tree protection fencing shall be installed prior to any clearing and grading activities, including the demolition of any existing structures, and before the pre-construction meeting.

(D) The Developer 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 Developer's Arborist shall walk the limits of clearing and grading with a UFM representative to determine where adjustments to the clearing limits can be made to increase the area of tree preservation and/or to increase the survivability of trees at the edge of the limits of clearing and grading, and such adjustment shall be implemented. The Developor's Aborist shall at this time also identify trees within Tree Preservation Areas that may be dead or dying or that will be unlikely to survive construction. Upon approval by the UFM, any such trees may be removed by the Developer and need not be bonded. Any tree to be removed by the Developer shall be removed using a chain saw and such removal shall be accomplished in a manner that avoids damage to surrounding trees and associated understory vegetation. 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 the adjacent trees and associated understory vegetation and soil conditions.

(E) In order to minimize site disturbance, the private trail within the Subject Property, as shown on the GDP, shall be field located in consultation with UFM, prior to the first submission of the site plan. Once the trail is located in the field, it shall be shown on the site plan with the limits of clearing and grading reflecting the minimum amount required for access and construction.

(F) The area of disturbance of the SWM/BMP facility shown on the GDP shall be minimized to the greatest extent possible, given site and engineering constraints.

(G) Along with the tree preservation plan, the Developer shall submit a landscape plan to provide the additional landscaping as shown on the GDP. As an addition to the landscaping shown on Sheet 3A of the GDP, the Developer shall, subject to the approval of the UFM, plant evergreen shrubs, such as inkberry, between the holly trees and the southwest boundary of the Subject Property, with the shrubs being approximately 24 inches in height at planting and spaced approximately 30 to 36 inches apart, but the number and spacing shall be determined by the UFM, taking into account the expected growth of the hollies and access for pruning and maintenance of the hollies and other landscaping in the area. Also, notwithstanding

any note on the GDP, in connection with the retaining wall on the southern side of the Subject Property, the fence at or near the top of this retaining wall shall be six feet in height.

In order to restore a natural appearance to the proposed stormwater management pond, as shown on the GDP, the landscape plan shall show a restrictive planting easement for the pond, and extensive landscaping in all areas outside of that restrictive planting easement, to the maximum extent feasible in accordance with the planting policies of Fairfax County.

(H) The limits of clearing and grading as shown on the GDP shall be subject to the necessary installation of utilities and/or trails. If it is determined necessary to install utilities and/or trails outside of the limits of clearing and grading as shown on the GDP they shall be located in the least disruptive manner necessary as determined by UFM. A replanting plan shall be developed and implemented, subject to approval by UFM, for any areas outside the limits of clearing and grading that must be disturbed.

(I) The Developer shall pursue an off-site easement, depicted as Option B on the GDP, with the owner of the property abutting to the south (Tax Map # 54-3((12))-N, hereinafter referred to as "Parcel N"). The owner is the Fairfax County Redevelopment and Housing Authority (hereinafter, the "Housing Authority"), The purpose of this easement is to locate the sanitary sewer connection for the Subject Property and to locate a Trail Easement, as described in Proffer No. 9(C), in order to protect large poplar trees in or near the southeast corner of the subject Property, as indicated on the GDP. If requested by the Housing Authority, the Developer shall pay a reasonable appraised value of the easements in order to obtain the easements. The exact location of the easements shall be determined during site plan review in consultation with the UFB. If the offsite easements cannot be obtained within sixty (60) days of a written request, sent by certified mail, return receipt requested, from the Developer to the Housing Authority, then the sanitary sewer and the trail connection may be located as shown on the GDP (excluding Option B). Copies of the request for the easements, any appraisal, all offers by the Developer, all responses by the Housing Authority, and all other information regarding this easement shall be contemporaneously delivered to DPWES.

(J) Trees and other vegetation shown to be protected shall be subject to the requirements of the PFM, including requirements for conservation deposits and public improvement bonds, and such requirements generally obligate the Developer to remedial actions if the Developer, or any of its agents or contractors, damage any trees beyond the limits of clearing and grading. The Developer proffers additional obligations relating to tree preservation as set out in this Proffer No. 3(J).

- The Developer's Arborist shall submit the replacement value of the DBH trees within the Tree Preservation Areas at the time of the first submission of the site plan, subject to to the review and approval by UFM. The replacement value shall take into consideration the age and size of the trees and shall be determined according to the methods contained in the latest edition of the Guide for Plant Appraisal published by the International Society of Arboriculture, subject to review and approval by the UFM.

At the time of final site plan approval, the Developer shall post a cash bond or letter of credit, payable to the County of Fairfax, to ensure preservation and/or replacement of the DBH trees (excluding those specified pursuant to Proffer 3(D)) in accordance with this Proffer No. 3(J). The total amount of the cash bond or letter of credit shall be in the amount of the sum of the assigned replacement values of the DBH trees.

If, at the time of final bond release, DBH trees (excluding those specified pursant to Proffer 3(D)) are found to be dead or dying (such trees hereafter called the "impacted trees") as a result of the impacts of development and construction on the Subject Property, despite adherence by the Developer to approved construction practices, as determined by UFM, then the cash bond or letter of credit shall be used as necessary to fund the costs to plant trees of similar size (or if a similar size is not feasible, trees that are appropriate substitutes) and species to the impacted trees, in consultation with UFM and the Developer. The cash bond or letter of credit shall not be used for the removal of the dead and/or dying trees normally required by the Fairfax County in accordance with the typical conservation escrow required pursuant to the PFM .

Any funds remaining in the letter of credit or cash bond will be released to the Developer two years from the date of release of the project's conservation escrow, or sooner, if approved by the UFM.

(K) The demolition of existing features and structures shall be conducted in a manner that does not impact on individual trees and/or groups of trees that are to be preserved as reviewed and approved by UFM. Methods to preserve existing trees may include, but not be limited to, the use of super silt fence, welded wire tree protection fence, root pruning, mulching, as approved by the UFM. The Developer shall remove debris and trash that has accumulated in the northeast area of the Subject Property.

4. Stormwater Management A stormwater management/Best Management Practices (SWM/BMP) facility shall be provided in the location shown on the GDP and in accordance with the requirements of the Public Facilities Manual and the Chesapeake Bay Preservation Ordinance, unless waived or modified by DPWES. In the event that a SWM/BMP facility is not required to be provided on-site, the area depicted on the GDP as SWM/BMP facility shall remain as open space. If an on-site SWM/BMP facility is required, the tree preservation/landscape plan shall show extensive landscaping in all possible planting areas of the pond, in keeping with the planting policies of the PFM, as determined by Urban Forest Management and approved by DPWES.

5. Energy Efficiency All residential units constructed on the Subject Property shall meet the thermal standards of the CABO Model Energy Program of energy efficient homes, or its equivalent, as determined by DPWES, for either electrical or gas systems.

6. Transportation.

(A) The Developer shall dedicate and convey in fee simple to the Board of Supervisors right-of-way along the O'Day Drive frontage of the Subject Property, 30 feet from

the centerline of O'Day Drive, as shown on the GDP. Such dedication and conveyance shall be made upon demand by Fairfax County or VDOT, or at the time of site plan approval, whichever occurs first. All density related to such dedication is hereby reserved pursuant to paragraph 4 of Section 2-308 of the Zoning Ordinance. Subject to VDOT and DPWES approval, Developer shall construct frontage improvements on O'Day Drive to PFM standards as shown on the GDP.

(B) At the time of final site plan approval, the Developer shall make a monetary contribution to the Fairfax County Board of Supervisors in the amount of ($2,017) per approved single family attached dwelling unit. Said funds shall be utilized as determined by the Board of Supervisors for road improvements in the Centreville area. Using the approval date of this application as the base date, this monetary contribution shall be adjusted yearly in accordance with the construction cost index as published in the Marshall and Swift Building Cost Index.

(C) At the time of site plan submission, the Developer shall demonstrate adequate sight distance at the entrance to the development from O'Day Drive in accordance with applicable VDOT and Fairfax County standards

7. Schools. The Developer shall contribute the sum of $30,000 to the Board of Supervisors for capital improvements to the schools in the vicinity of the Subject Property. This contribution shall be made at the time of the final site plan approval.

8. Affordable Housing. At the time of the building permit approval for the first single family attached dwelling unit, a contribution shall be made to the Fairfax County Housing Trust Fund of one-half of one percent (0.5%) of the projected sales price of each new single family attached dwelling unit actually constructed on the Subject Property, to assist Fairfax County's low and moderate income housing goals. The Developer, in consultation with the staff of the Fairfax County Department of Housing and Community Development, shall determine the estimated sales price.

9. Recreation.

(A) The Subject Property abuts the Big Rocky Run Stream Valley Park, the land for which is titled in the name of the Fairfax County Park Authority ("Park Authority"). An asphalt trail within the Park, running north to south, terminates near the northeast boundary of the Subject Property (sometimes referred to as the "Park Authority Trail"). The Developer shall extend ("Trail Extension") this trail southerly from its current terminus, along the eastern boundary of the Subject Property, to a point near the southeast corner of the Subject Property as shown on the GDP, or further to the south if Proffer 9(C) can be implemented. The surface of this Trail Extension shall be asphalt. This Trail Extension shall be approved by the Park Authority's Trail Coordinator prior to site plan approval and the exact route shall be subject to the approval of the Park Authority and the UFM, and sited to minimize disturbance to the large poplar trees at the eastern edge of the Subject Property and to other desirable trees. If the Park Authority does not approve this Trail Extension, then neither the Trail Extension nor the Trail Easement (described in Proffer 9(C)) shall be required and the Developer shall then escrow funds, with Fairfax County, in the amount of the estimated construction cost of the Trail

Extension, for construction of other trails in the Sully District. The amount of this escrow shall be determined in coordination with the Park Authority.

(B) As a private amenity for the Subject Property, the Developer shall install on the Subject Property a trail connection (the "Private Trail") and link this PrivateTrail to the Trail Extension, as shown on the GDP, but subject to Proffer 9(C). The surface of this internal trail shall be asphalt.

(C) Reference is made to "Option B," as described in Proffer 3(I), which is an alternate route for a sanitary sewer easement in order to minimize the risk of damage to certain large poplar trees in or near the southeasterly boundary of the Subject Property. The Developer shall, as part of the easement request to the Housing Authority, request a Trail Easement through Parcel N, at the approximate location of the sanitary sewer easement, and sited to minimize disturbance to the large poplar trees at the southeastern edge of the Subject Property. If this Trail Easement is granted, then the private trail shown on the GDP shall connect to the Trail Extension by this route instead of as shown on the GDP and the Trail Extension on Park Authority land shall be extended further south to link up with the Trail Easement, all subject to the approval of the Park Authority's Trail Coordinator and the UFM.

(D) The Developer shall contribute $9,570.00 to the Fairfax County Park Authority for capital improvements to recreational facilities in the vicinity of the Subject Property. This contribution shall be made at the time of final site plan approval.

10. Hours of Construction.

(A) Construction activity for the installation of site improvements and construction of single family attached dwelling units shall be limited to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday.

(B) Construction activity on Sundays shall be limited to interior work only and to the hours between 7:00 a.m. and 6:00 p.m.

11. Signs. 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 Developer or at the Developer's direction to assist in the initial sale of homes on the Property. Furthermore, the Developer shall direct its agents and employees involved with marketing and/or home sales for the Subject Property to adhere to this Proffer.

12. Homeowners Association.

(A) The Developer shall establish a homeowners association ("HOA") for the proposed development to own, manage, and maintain the open space, with the covenants for the HOA to specify the obligation of the HOA to maintain the private street and maintain the retaining walls, landscaping and trees, trails, and other features located within the open space, as

shown on the GDP, and all other community-owned land and improvements within the Subject Property, and the covenants shall contain provisions specifically including the following:

i) The maintenance of the landscaping along the southern boundary of the Subject Property shall include the replacing of any dead, dying, or diseased tree or plant with one of a similar species

ii) The existing trees and vegetation along the northern boundary of the Subject Property shall be maintained as a preservation area, to also serve as screening along this boundary, and the maintenance to include replacing any dead, dying or diseased tree or plant, when apppropriate, with one of a similar species.

Purchasers of residential units shall be advised in writing prior to entering into a contract as to the responsibilities of the homeowners association to maintain the open space, including the retaining walls, and the private street in accordance with this Proffer.

(B) Garages shall be utilized only for those uses that will not interfere with the intended purposes of the garages, namely, the parking of vehicles. A restrictive covenant to that effect, approved by the County Attorney, and running to the homeowners association and Fairfax County, shall be recorded among the land records of Fairfax County and in the homeowners association documents.

(C) There shall be a minimum side yard setback of 10 feet for each applicable end unit and a minimum rear yard setback of 20 feet for all units as illustrated on the GDP. No building additions shall be permitted, but this does not preclude the permitted extensions into minimum yards in accordance with Section 2-412 of the Zoning Ordinance and does not preclude open decks, which shall be permitted in any rear yard, but no closer than five (5) feet to the rear yard lot line. The HOA documents shall include notification to each purchaser of a lot within the Subject Property of the bulk regulations of the R-8 District (Zoning Ordinance Section 3-807) and of the rear yard deck restrictions stated in this Proffer.

(D) During site plan review of the Subject Property, the Developer, on behalf of the HOA to be formed for the Subject Property, shall enter into discussions with Woodgate Community Association ("Woodgate Manor HOA") for a possible merger of the two associations, or possible agreements concerning open space or recreational facilities. Any such agreement must be on terms mutually acceptable to the Developer and to Woodgate Manor HOA, in their respective sole separate discretion, and any such agreement shall not be a condition to site plan approval for the Subject Property. Any merged HOA shall include in its documents the obligations specified in Proffer 12 (A) through 12 (C).

The Developer shall send a written notice to Woodgate Manor HOA to initiate such discussions, with a copy provided to DPWES. If any such agreement is reached, it shall be in writing and then copies of the written agreement shall be provided to DPWES as part of final site plan approval. If no such agreement is reached within 60 days of the initiation of the discussions by the Developer's letter, then the Developer shall notify DPWES in writing, not later than the

time of final site plan approval. Final site plan approval shall then be granted by Fairfax County without reference to this Proffer 12 (D), and the Developer shall create an HOA for the Subject Property in accordance with Sections 12 (A) through 12 (C) of these Proffers and in accordance with the Zoning Ordinance.

13. Blasting If blasting is required, and before any blasting occurs on the Subject Property, the Developer will insure that blasting is done per Fairfax Fire Marshal requirements and all safety recommendations of the Fire Marshal, including, without limitation, the use of blasting mats, and the recommendations of the Fire Marshall shall be implemented.

In addition, the Developer shall comply with the following if blasting is required:

(A) A professional consultant shall be retained by the Developer to perform a pre-blast survey of each house or residential building located within two hundred fifty (250) feet from the boundary of the Subject Property (properties within these potentially affected areas are referred to as the "survey areas"). At a minimum, the houses within the survey area shall include dwellings adjacent to the northern boundary (Tax Map Nos. 54-3((19))-115A through124A and 133A through 138A), and along the southern boundary (Tax Map 54-3((12)-13 and the units within Tax Map 54-3((12))-N that are north and east of Barros Circle). The inclusion of a dwelling in the survey area shall be subject to permission from each owner to enter onto such owner's property to perform the survey work. The Developer shall provide written confirmation to DPWES that the survey has been completed (and identify any owners who declined to allow entry) and include a copy of the survey. Copies of the survey shall also be provided to the owners of properties within the survey area, which may be provided by e-mail or other electronic transmission. The cost of the consultant to carry out the actions set forth in this Proffer No. 13 shall be borne by the Developer.

Before any blasting may occur, the Developer shall identify in writing to the President of Woodgate Manor HOA three candidates to serve as the consultant. The Board of Directors of Woodgate Manor HOA shall have thirty (30) days to select one of the three in writing. Upon such approval, the Developer shall engage the consultant. If the Board of Directors does not communicate a choice in writing within thirty (30) days, then the Developer shall make the choice and engage that consultant.

(B) The consultant shall request in writing from the owner of each property within the survey areas access to each house, building, swimming pool, or well that are located within the survey areas to determine the pre-blast conditions of these structures. The consultant will be required to give adequate notice of the scheduling of the pre-blast survey, not less than 15 days advance notice. All owners of structures entitled to pre-blast inspections shall be provided with the name, address, and phone number of the blasting contractor's insurance carrier.

(C) The consultant shall be required to place seismographic instruments prior to blasting to monitor the shock waves. Seismographic monitoring records shall be provided to County agencies upon their request.

(D) The owners of residences within 250 feet of the boundary of the Subject Proprty shall be notified at least ten (10) days prior to blasting, by certified mail return recept requested and by regular mail, and copies will be provided to DPWES. No blasting shall occur until such notice has been given.

(E) Upon receipt of a claim of actual damage resulting from said blasting, the consultant shall respond within five (5) days by meeting at the site of the alleged damage to confer with the property owner and for the consultant to document the damage alleged. Any owner of a structure may of course document on their own any damge they contend was caused by the blasting on the Subject Property. Any verified claims for damage due to blasting shall be expeditiously resolved.

(F) Blasting subcontractors shall be required to maintain necessary liability insurance to cover the costs of repairing any damages to structures that are directly attributable to the blasting activity.

(G) The consultant shall be required to provide an analysis of the potential for gas migration from the site to the Fire Marshal for review and approval prior to blasting, and appropriate mitigation or notification as determined by the Fire Marshal shall be implemented.

14, Specific Housing Authority Contribution. The Developer shall contribute the sum of Fifteen Thousand Dollars ($15,000.00) to the Fairfax County Housing Authority, such contribution to be used to support the expansion of recreational opportunities for the youth of Barros Circle, with a goal of building a community center within the Barros Circle neighborhood. This contribution shall be made at the time of final site plan approval.

15. Neighborhood Contributions.

(A) The Developer shall make a contribution of $2,000.00 to Woodgate Manor HOA for the planting of supplemental trees or other vegetation, to augment screening within the open space of Woodgate Manor that abuts the northern boundary of the Subject Propert, as determined by the Woodgate Manor HOA Board of Directors. Developer shall send a written reminder to the HOA Board during the construction process. Upon request from the Woodgate Manor Board of Directors for this contribution, the Developer will disburse the requested payment in connection with final bond release.

(B) The Developer shall make a contribution, in the maximum amount of $2,000.00, toward the cost of power washing of certain dwellings within the Woodgate subdivision that are adjacent to the Subject Property. This amount shall be shared equally by participating owners. These dwellings are: Tax Map Nos. 54-3((19))-117A through 124A and 133A through 138A. In connection with final bond release, the Developer shall deliver a check for this amount to the Woodgate Manor HOA Board and each owner shall receive its portion of this contribution toward the cost of such power washing directly from the HOA or as such owners otherwise agree.

(C) The Developer shall make a contribution of $2,250.00 to the owner(s) of Tax Map 54-3((12))-13 (the lot that abuts the Subject Property's southwestern boundary) for the planting of trees or other vegetation on that lot and for any cleaning of the dwelling on that lot necessitated by construction activities on the Subject Property, as determined by that owner. The Developer shall disburse the payment for this cost in connection with final site plan approval.

16. Miscellaneous. These Proffers shall bind and inure to the benefit of the Owner and the Applicant, and their respective successors and assigns. These Proffers may be executed in one or more counterparts, each of one when so executed and delivered shall be deemed an original document and all of which taken together shall constitute but the same instrument.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Signature Page to Proffers
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OWNER:

Lloyd P. Given

Date Signed: 11-30-2005

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signature Page to Proffers
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DEVELOPER/CONTRACT PURCHASER:

Carl Bernstein, Trustee

Date Signed: 11·29·05

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signature Page to Proffers
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DEVELOPER/CONTRACT PURCHASER

Horacio Magalhães, Trustee

Date Signed: 11/29/05

[FINAL PAGE]

O'DAY DRIVE

CARL BERNSTEIN

ILLUSTRATION A

O'DAY DRIVE

CARL BERNSTEIN

ILLUSTRATION B

ILLUSTRATION C

RIGHT SIDE ELEVATION

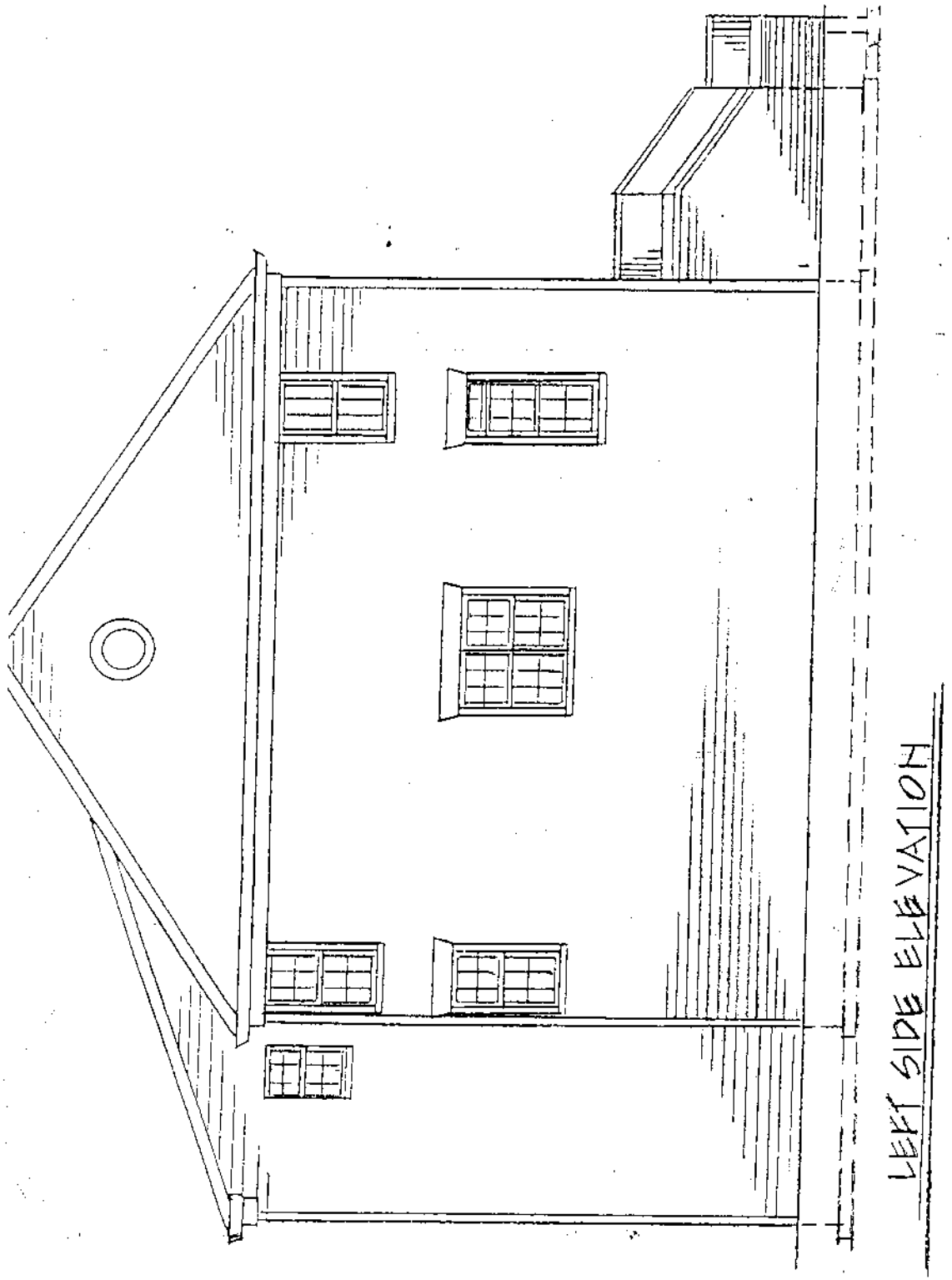
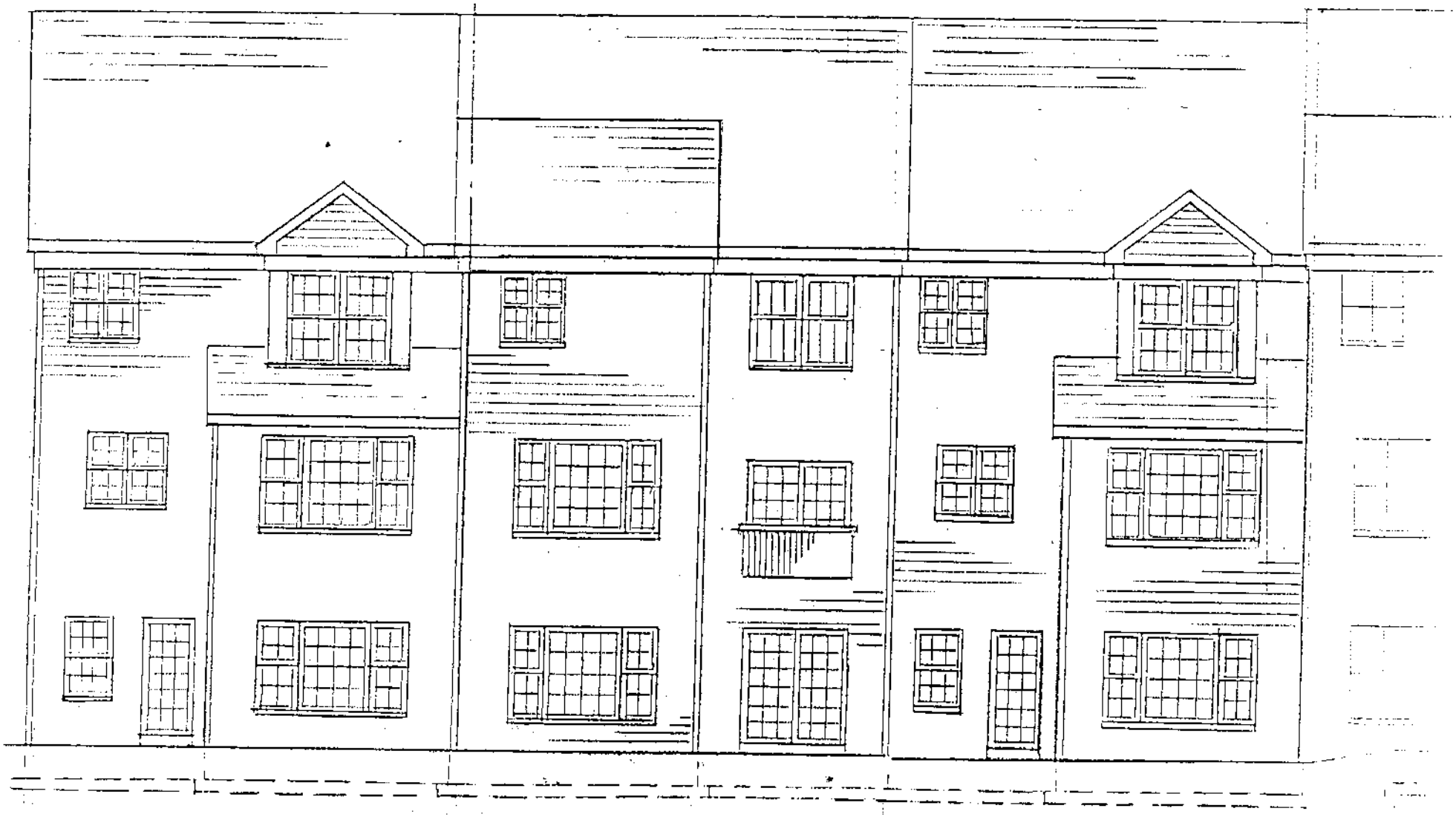


ILLUSTRATION C



REAR ELEVATION

ILLUSTRATION D

ILLUSTRATION D