

3:00 PM AGENDA

PROFFERS

March 5, 2001

RZ 2000-SU-029  
PULTE HOME CORPORATION

March 2, 2001

Pursuant to Section 15-2.2303A of the 1950 Code of Virginia, as amended, the undersigned applicant and owners, for themselves and their successors or assigns (hereinafter referred to as "Applicant"), hereby proffer the following conditions provided that the Property that is the subject of this rezoning is rezoned as proffered herein.

1. **Development Plan.** Subject to the provisions of Section 18-204 of the Zoning Ordinance, the Subject Property shall be developed in substantial conformance with the Conceptual/Final Development Plan ("CDP/FDP") entitled "Centreville Farms," consisting of 16 sheets, prepared by Dewberry & Davis, dated June 20, 2000, revised as of February 21, 2001.
2. **Final Development Plan Amendment.** Notwithstanding that the CDP/FDP consists of 16 sheets and said CDP is the subject of Paragraph 1 above, it shall be understood that (i) the CDP shall consist of the entire plan relative to the general layout, points of access to land bays, number and types of units, location of streets, the maximum number of units, general limits of clearing and grading and the general location and amount of open space; dedications for school, park and transit uses; and (ii) the Applicant has the option to request Final Development Plan Amendments ("FDPAs") from the Planning Commission in accordance with Section 16-402 of the Zoning Ordinance with respect to the remaining elements.
3. **Minor Modifications to Design.** Pursuant to Paragraph 4 of Section 16-403 of the Zoning Ordinance, minor modifications from the approved FDP may be permitted as determined by the Zoning Administrator. The Applicant shall have the flexibility to modify the layout shown on the CDP/FDP provided such changes are in substantial conformance with the CDP/FDP and the proffers, and do not increase the total number of units or decrease the minimum amount of open space.
4. **Lighting.** All common area or public area lighting, except entry monumentation/signage lighting, shall feature full cut-off shielding, and shall be directed inward and downward to prevent lighting from spilling onto adjacent properties. Street lighting along the Spine Road (as defined hereinafter) and Leland Road shall feature full cut-off fixtures. Notwithstanding the aforesaid, uplighting of the entry monumentation signage shall be permitted.

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6. **Landscaping and Design Amenities.**

a. **Development Sections.**

Landscaping within the various development sections shall be consistent with the quality, quantity and the locations shown on Sheets 4, 5, 6 and 7 of the CDP/FDP. Actual types and species of vegetation shall be determined pursuant to more detailed landscape plans submitted for review and approval by the County Urban Forester and the Fairfax County Department of Public Works and Environmental Services ("DPWES") at the time of the first submission of a site plan/subdivision plan for a given section. Such landscape plans shall provide tree coverage and species diversity consistent with the Public Facilities Manual ("PFM") criteria, as determined by the Urban Forester. Site amenities such as entry signs, light posts, the 101 lot, benches, and community mailboxes shall be of a quality consistent with the illustratives shown on Sheets 11, 12 and 16 of the CDP/FDP, except that Land Bay 2 shall have its own community mailbox design which will be located inside the residential buildings.

b. **Streetscape.**

Landscape and design amenities along the Spine Road and Leland Road shall be consistent with the streetscape design details shown on Sheets 13, 14, 15 and 16 of the CDP/FDP. The Applicant shall coordinate with the Applicant in RZ 2000-SU-042 and RZ 2000-SU-043 to provide design amenities along the Spine Road (as defined in Paragraph 10) and Leland Road. Landscaping in the VDOT right-of-way shall be subject to VDOT approval. The Applicant shall diligently pursue such approval. Final location of street furniture and amenities shall be determined during final site plan/subdivision review as approved by DPWES.

c. **Architecture Elevations and Typical Landscaping.** The building elevations and typical landscaping for the proposed single family detached units, single-family attached units and multi-family units shall be generally in character with the conceptual elevations and typical landscaping details as shown on Sheets 9 and 12 of the CDP/FDP, or of a comparable quality as determined by DPWES. Approximately twenty percent (20%) of the area of the facades of the multi-family units shall be covered with brick or stone.

7. **Right-of-Way Dedication.** All road right-of-way dedicated in conjunction with these proffers and as depicted on the CDP/FDP shall be conveyed to the Fairfax County Board of Supervisors (the "Board") in fee simple upon demand by the Board or at the time of recordation of the final record plat or site plan for the contiguous development area, whichever occurs first and shall be subject to Paragraph 30 regarding reservation of development density to the residue of the Subject Property.

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8. Vacation/Abandonment of Portions of Leland Road, Bradley Road, Shreve Street and Centreville Farms Road. Prior to final approval of the site plan or subdivision plan and release of the record plat for recordation for any development section which includes right-of-way to be abandoned and/or vacated, the Applicant shall obtain vacation and abandonment of approximately 0.25755 acres of right-of-way for Leland Road, and two areas of Bradley Road, one area of approximately 0.68935 acres, and the other area of approximately 0.00349 acres as generally shown on the plat entitled "Plat Showing Vacation and Abandonment of a Portion of Leland Road and Bradley Road," prepared by VIKA, Incorporated, dated June 1, 2000, and revised as of December 27, 2000 (Sheets 1 through 3), and vacation of an area of Centreville Farms Road of approximately 0.50792 acres, and the vacation of an area of Shreve Street of approximately 0.07348 acres, as generally shown on a plat entitled "Plat Showing the Vacation of a Portion of Shreve Street and the Vacation of Centreville Farms Road," prepared by VIKA, Incorporated, and certified as of December 27, 2000 (Sheets 1 and 2). In the event the Board does not approve the vacation and abandonment of these portions of Leland Road and Bradley Road, and the vacation of these portions of Centreville Farms Road and Shreve Street as defined in this paragraph above, and failure to obtain such approval precludes development in substantial conformance with the CDP/FDP, the Applicant shall obtain a Proffered Condition Amendment to the extent necessary to develop the Property. The Applicant hereby waives any right to claim or assert (i) any vested right in any plan approved under the assumption of accomplishment of such vacation and/or abandonment, or (ii) 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 and/or abandonment request.

9. Cost Sharing Agreement. The Applicant shall enter into a cost sharing agreement (the "Cost Sharing Agreement") with the Applicant in RZ 2000-SU-042 and RZ 2000-SU-043 (and its successors or assigns, herein referred to as "Winchester") pertaining to the Subject Property and the land area which is subject to RZ 2000-SU-042 and RZ 2000-SU-043 (all hereinafter collectively referred to as "FairCrest"). Pursuant to the Cost Sharing Agreement, the Applicant and Winchester shall provide for (i) the construction and maintenance of the Main Recreation Facility (as hereinafter defined); (ii) Regional Pond R-161 to be constructed on the properties which are subject to RZ 2000-SU-029 and RZ 2000-SU-043 (the "Pond"); (iii) the improvements to the Spine Road (as defined hereinafter); (iv) certain portions of Leland Road; and (v) the public land dedications for a transit site, a school, Arrowhead Park, the I-66 flyover, the Spine Road and Regional Pond uses. Any commitment by the Applicant within these proffers to construct an improvement may also be accomplished by Winchester, alone or in coordination with the Applicant, in accordance with the Cost Sharing Agreement so long as such improvement is accomplished within the timeframes proffered herein.

10 Centreville Area Road Fund Contribution. At the time of final subdivision plat/site plan approval for each section, the Applicant shall contribute to the Centreville Area Road Fund, ten percent (10%) of the sum of \$1,735 per residential unit in each section, if any balance is due after the Applicant has been credited for all creditable expenses ("Expenses") associated with the design and construction of (i) the Centreville Farms Spine Road from Lee Highway to Stringfellow Road including all related improvements at the Spine Road intersections with Lee Highway, Leland Road and Stringfellow Road (the "Spine Road"), and (ii) the frontage improvements on Lee Highway, as determined by the Fairfax County Department of Transportation ("DOT") and DPWES. The 90% balance of the \$1,735 per residential unit shall be contributed at the time of building permit issuance for the respective unit. Any unpaid balance shall be adjusted once each year on the anniversary date of rezoning approval by the increase, if any, in the Construction Cost Index of the *Engineering Newsletter* during the preceding twelve (12) months. The Applicant's creditable Spine Road and Lee Highway Expenses shall be offset against said adjusted \$1,735 per residential unit prior to applying the 10% and (90%) factors referenced above. To avoid overpayment and the necessity for subsequent refunds, said Expenses may be determined by DPWES on the basis of costs projected from engineering drawings and bond amounts approved by DPWES for the creditable infrastructure improvements. When submitting requests for credit towards the Centreville Area Road Fund contribution to DPWES, the Applicant shall coordinate its requests with the requests of the Applicant in RZ 2000-SU-042 and RZ 2000-SU-043, so that DPWES can review a combined request for those Applicants entitled to a credit. Such requests shall be accompanied by the documentation required by DPWES in its administration of the Centreville Area Road Fund.

11 Transportation Improvements.

a Spine Road. In accordance with the CDP/FDP, the Applicant shall dedicate and convey in fee simple to the Board a variable right-of-way up to 108 feet of right-of-way for the portion of the Spine Road located on the Subject Property, and shall provide for the construction of a standard four-lane divided road section within a right-of-way up to 108 feet, with curb, gutter, sidewalk and right and left turn lanes to VDOT Road Design Standards for a 40 mph design speed. Further, the Applicant shall, with Winchester, provide for the design and construction of the Spine Road, as well as intersection improvements at Lee Highway and Stringfellow Road and off-site improvements between Arrowhead Park Drive and Stringfellow Road, in accordance with the following schedule:

- (1) Prior to the issuance of the 200<sup>th</sup> Residential Use Permit ("RUP") within FairCrest, traffic signal warrant studies shall be submitted to VDOT for the following intersections: (i) Leland Road and the Spine Road; (ii) Lee Highway and the Spine Road if required by VDOT prior to modification to the existing signal; and (iii) the

Spine Road and Stringfellow Road; if authorized by VDOT, the warrant studies shall use projections of trip generation at full build-out of FairCrest. Construction or modification of the signal(s), if approved by VDOT, shall be in accordance with the provisions of subparagraphs 11a(3) and 11a(5), below, as appropriate;

- (2) Prior to the issuance of the 400<sup>th</sup> RUP within FairCrest, a four-lane divided Spine Road shall have been constructed and the road shall be "in use," as defined in Paragraph 13 below, either (i) from Lee Highway to the multi-family project entrance opposite Land Bay 3, or (ii) from Stringfellow Road (whose intersection with the Spine Road shall be constructed, including dual left turn lanes from the eastbound Spine Road onto northbound Stringfellow Road), consistent with the schematic shown on Sheet 5, of the CDP/FDP to the multi-family project entrance opposite Land Bay 3;
- (3) At the same time as the initial Spine Road segment (Paragraph 11a(2) above) is open for public use, one of the following shall have been accomplished depending upon which respective phase of the Spine Road is initially constructed pursuant to Paragraph 11a(2) above: (i) modification of the traffic signal and construction of intersection improvements at the intersection of Lee Highway and the Spine Road, or (ii) construction of a traffic signal, if approved by VDOT, at the Spine Road/Stringfellow Road intersection;
- (4) Prior to the issuance of the RUP for the 800th residential unit within FairCrest, a four-lane divided Spine Road shall have been constructed and the road shall be in use, as defined in Paragraph 13 below, from the Spine Road intersection with Lee Highway, to the Spine Road intersection with Stringfellow Road;
- (5) Prior to the issuance of the RUP for the 800th residential unit within FairCrest or concurrent with the connection of the Spine Road to both Lee Highway and Stringfellow Road, whichever first occurs, traffic signals shall have been designed and constructed at both of these intersections, to the extent approved by VDOT;
- (6) All of the funds expended by the Applicant for design and construction of the Spine Road improvements as defined in Paragraph 11a, and further referenced in Paragraphs (1) through (5) above as well as the Lee Highway improvements referenced in Paragraph 11c hereinafter (other than traffic signal design and

construction), shall be credited toward the Applicant's Centreville Area Road Fund Contribution in accordance with Paragraph 10 above;

- (7) If approved by VDOT, a traffic signal shall be constructed at the intersection of the Spine Road and Leland Road within one year of approval of same by VDOT, but not later than final bond release on the Subject Property, whichever first occurs. The Applicant shall have no responsibility to design or construct said traffic signal if it has not been warranted by VDOT prior to issuance of the RUP for the 1200<sup>th</sup> residential unit within FairCrest; and
- (8) If approved by DPWES and/or VDOT, the Spine Road shall be called Centreville Farms Road (or Boulevard, or Drive).

b. **Leland Road.** Along the Leland Road frontage of the Subject Property, the Applicant shall dedicate right-of-way in fee simple twenty-seven feet (27') from the existing centerline in areas plus turn lane widths at Leland Road's intersection with Centreville Farms Road and Arrowhead Park Drive, where applicable, at the time of subdivision/site plan approval for the applicable section, or upon demand from the Board, whichever event first occurs. Road widening of a half section of Leland Road along the Applicant's property frontage shall be constructed to meet PFM Category V roadway standards with curb and gutter, with face of curb set nineteen feet (19') from centerline, provided, however, that:

- (1) A two (2) lane improved section to meet PFM Category V roadway standards shall be constructed along Leland Road from Arrowhead Park Drive to the western property line of the land to be dedicated to the Fairfax County School Board ("School Board"), provided the Applicant receives the execution of a satisfactory Cost Sharing Agreement and funding by the School Board, as well as dedication of that portion of the School Board's Property that will provide necessary right-of-way and ancillary easements to construct this road segment in accordance with the CDP/FDP. Subject to School Board participation as provided herein, the Applicant shall construct this two (2) lane improved segment with the construction of Land Bay 6. In the event that the School Board is prepared to construct this two (2) lane segment prior to the Applicant's construction of Land Bay 6, and if the School Board constructs this road segment, then the Applicant shall provide the School Board with the Applicant's share of the cost of constructing this two (2) lane improved segment together with the necessary right-of-way and ancillary easements required on the Applicant's Property.

- (2) The Leland Road improvements shall be constructed concurrent with development of the immediately adjacent residential section, except that the portion of Leland Road from Arrowhead Park Drive (a) to the eastern boundary of the Winchester Property (RZ 2000-SU-043) at Leland Road, shall have been improved and be in use prior to issuance of the 300<sup>th</sup> RUP within FairCrest should the initial Spine Road phase be constructed to Stringfellow Road pursuant to Paragraph 11a(2) above, or (b) Leland Road shall have been improved and in use from Arrowhead Park Drive to the Spine Road prior to issuance of the 400<sup>th</sup> RUP within FairCrest should the initial Spine Road phase be constructed to Lee Highway pursuant to Paragraph 11a(2) above.
- c. Lee Highway. Along the Lee Highway frontage of the Property, the Applicant shall dedicate right-of-way in fee simple up to a width of seventy-two feet (72') from the existing centerline in areas without turn lanes as shown on the CDP/FDP, at the time of subdivision/site plan approval or upon demand from the Board, whichever event first occurs. At the time of construction of the Spine Road from Lee Highway to Leland Road, the following road improvements shall be designed and constructed: (a) road widening along the Applicant's frontage to provide (i) a third through lane westbound, (ii) a right turn lane onto the northbound Spine Road, and (iii) an additional left turn lane from westbound Lee Highway onto southbound Union Mill Road, as generally shown on the CDP/FDP; and (b) road widening along the frontage of the RZ 2000-SU-043 Property to provide (i) a westbound transitional taper from the improved Spine Road/Lee Highway intersection described immediately above, and (ii) subject to the availability of adequate right-of-way, a left turn lane from eastbound Lee Highway onto the northbound Spine Road.
- d. Arrowhead Park Drive. At the time that the Spine Road is connected to Stringfellow Road and in use, Arrowhead Park Drive north of the Spine Road shall be vacated, removed, regraded and seeded. Along the Arrowhead Park Drive frontage of the Subject Property south of Leland Road, the Applicant shall dedicate right-of-way in fee simple as shown on the CDP/FDP at the time of subdivision plan approval or upon demand from the Board, whichever event first occurs.
- e. Route 66 Flyover. The Applicant shall dedicate an outlot area designated as "Reservation for Future Dedication," adjacent to Land Bay 2 as shown on the CDP/FDP, for future roadway purposes. Said outlot area shall be dedicated to the Board in fee simple no later than January 2, 2003. Said dedication shall be made subject to the reservation to the Applicant and/or Fairfax County of such temporary construction and/or permanent

easement rights as may be necessary to accomplish installation of the trails, roads and utilities, as are approved by DPWES, in coordination with the Urban Forester pursuant to Paragraphs 15, 16 and 17 herein.

- f. **Metro Connector.** The roadway adjacent to Land Bay 2 that is designed to link the Spine Road to the transit site, as shown on the CDP/FDP, shall be constructed no later than January 2, 2003.

12. **Eminent Domain.** The Applicant shall diligently pursue acquisition of any necessary off-site right-of-way and/or temporary or permanent easements, to construct the transitional taper and turn lane referenced in subparagraph 11c above. If the right-of-way and/or temporary or permanent easements are unavailable, the Applicant shall request Fairfax County to acquire necessary right-of-way or temporary or permanent easements through its powers of eminent domain, at the Applicant's expense. The Applicant's request will not be considered until it is forwarded, in writing, to the Director of Property Management accompanied by:

- a. Plans and profiles showing the necessary right-of-way and/or temporary or permanent easements;
- b. An independent appraisal, by an appraiser who is not employed by the County, of the value of the land taken and damages, if any, to the residue of the affected property;
- c. A sixty (60) year title search certificate of the right-of-way and/or temporary or permanent easements to be acquired; and
- d. A Surety Bond in an amount equal to the appraised value of the property to be acquired and of all damages to the residue which can be drawn upon by Fairfax County. It is also understood that in the event the property owner of the right-of-way and/or temporary or permanent easements to be acquired is awarded more than the appraised value of the property and of the damages to the residue in a condemnation suit, the amount of the award shall be paid to Fairfax County by the Applicant within five (5) days of said award. It is further understood that all costs incurred by Fairfax County in acquiring the right-of-way and/or temporary or permanent easements shall be paid to Fairfax County by the Applicant upon demand.

13. **Roads in Use.** All public streets shall be constructed in accordance with VDOT standards. For purposes of these proffers, "in use" shall mean that the committed road improvement is open to public traffic, whether or not accepted into the state system. Acceptance of public roads by VDOT into its roadway system shall be accomplished prior to final bond release.

14. **Private Streets.** All private streets shall be constructed with materials and depth of pavement standards consistent with the Public Facilities Manual ("PFM"), street standard TS-5A, as determined by DPWES. The Homeowners' Association ("HOA") for each land bay or development area shall be responsible for the maintenance of all private streets, if any, within the individual land bay or development area, except for the private streets in the multi-family land bay (Land Bay 2). The HOA documents for each land bay or development area shall expressly state that the HOA shall be responsible for the maintenance of the private streets serving that development.
15. **Limits of Clearing and Grading.** The Applicant shall conform to the approximate limits of clearing and grading shown on the CDP/FDP subject to the installation of utilities and/or trails, if necessary, as approved by DPWES. All limits of clearing and grading shall be protected by temporary fencing, a minimum of four feet (4') in height. The temporary fencing shall be installed prior to any work being conducted on the site, and signage identifying "KEEP OUT - DO NOT DISTURB" shall be provided on the temporary fence and made clearly visible to all construction personnel. Any necessary disturbance beyond that shown on the CDP/FDP shall be coordinated with the County Urban Forester (and the Park Authority where said disturbance is proposed to occur on land to be dedicated to the Park Authority) and accomplished in the least disruptive manner reasonably possible given engineering, cost, and site design constraints. Any area protected by the limits of clearing and grading that must be disturbed due to the installation of trails and/or utilities shall be replanted with the application of straw, mulch, grass seed and/or a mix of native vegetation, to return the area as nearly as reasonably possible to its condition prior to the disturbance, as determined by the County Urban Forester.
16. **Environmental Quality Corridor and Resource Protection Areas.** The Environmental Quality Corridor ("EQC") and Resource Protection Areas ("RPA") designated on the CDP/FDP shall not be disturbed except for the installation of trails, roads, utility lines, and the regional stormwater management pond as shown on the CDP/FDP or as otherwise provided herein, as deemed necessary and approved by DPWES. Any necessary disturbance shall be accomplished in the least disruptive manner possible given engineering, cost and site design constraints, as determined in conjunction with the County Urban Forester. Any areas within RPA or EQC areas that must be disturbed due to the installation of trails, roads and utilities shall be replanted with the application of straw, mulch, grass seed and/or a mix of native vegetation, to return the area as nearly as reasonably possible to its condition prior to the disturbance, as determined by the County Urban Forester. The northern edge of Centreville Farms Road, where it crosses the EQC between Land Bays 1 and 2, will be protected by a limits of clearing line in the EQC that does not extend more than twenty feet (20') from the outer edge of the right-of-way. To accomplish this end, the Applicant may install a retaining wall up to six feet (6') in height in this area.

17. **Tree Preservation.** For the purposes of maximizing the preservation of trees in tree save areas, the Applicant shall prepare a tree preservation plan. The tree preservation plan for each section shall be submitted to the County Urban Forestry Branch of DPWES for review and approval as part of the first site plan/subdivision plan submission for a given section. (A tree preservation plan will not be required with the filing of a public improvement plan for a roadway, or the public improvement plan for the Regional Pond, except in locations where a roadway crosses the EQC.) These tree preservation plans shall be prepared by a certified arborist and coordinated with and approved by the County Urban Forester and shall provide for preservation of specific quality trees or stands of trees within the tree save areas depicted on the CDP/FDP to the maximum extent reasonably feasible, subject to installation of necessary utility lines, trails, and to the maximum extent reasonably feasible without precluding the development of a unit typical to this project on each of the lots shown on the CDP/FDP. At the time of preparation of the tree preservation plan, the Applicant shall, subject to the proviso set forth in this paragraph hereinafter, provide additional tree preservation in the following areas: (a) the open space near the intersection of the Spine Road and Leland Road in Land Bays 3 and 4; (b) the open space adjacent to the southernmost entrance into Land Bay 3; (c) the open space at the north end of Land Bay 3 adjacent to the EQC; and (d) the open space adjacent to I-66 along the northern boundary of Land Bay 2, including areas labeled "potential SWM" in the event that stormwater management is not constructed in these areas. If any of these additional tree save areas are created, they shall also be subject to the installation of necessary utility lines, noise walls/berms and trails. Furthermore, inclusion of any additional tree save areas, or provision for any modifications to tree save areas shown on the CDP/FDP that are requested by the County Urban Forester shall be subject to the proviso that they shall not alter the number of dwelling units shown on the CDP/FDP, reduce the size of the proposed units, significantly move their location on a lot, or require the installation of retaining walls greater than two feet (2') in height and not to exceed fifty (50) square feet of wall face. The tree preservation plan shall include the following elements:

- a. A tree survey which identifies the species, size, accurate dripline and condition of all trees twelve inches (12") and greater in diameter located within twenty feet (20') of either side of the limits of clearing and grading in designated tree save areas. The conditions analysis shall be conducted by a certified arborist using methods outlined in the latest edition of the *Guide for Plant Appraisal*.
- b. All tree save areas shall be protected during clearing, grading and construction by temporary fencing, a minimum of four feet (4') in height, placed at the limits of clearing and grading adjacent to trees to be preserved. The temporary fencing shall be installed prior to any work being conducted on the site, including demolition and clearing for Phase 1 of the Erosion and Sediment Control Plan. Signage shall be securely attached to the protective fencing, identifying tree preservation areas and

made clearly visible to all construction personnel. Signs shall measure a minimum of 10 x 12 inches and read: TREE PRESERVATION AREA - KEEP OUT."

The Umbrella HOA documents and the HOA documents for individual land bays or development areas shall require that no fences or structures (other than utilities, utility lines and/or trails as provided hereinabove) shall be erected in tree save areas, and that trees in HOA open space areas and tree save areas will not be disturbed except for (i) the removal of diseased, dead, dying, or hazardous trees or parts thereof; or (ii) selective maintenance to remove noxious and poisonous weeds.

18. **Stormwater Management.** The Applicant shall implement stormwater management techniques to control the quantity and quality of stormwater runoff from the Property as determined by DPWES as follows:

a. **Stormwater Management Pond.** Prior to the issuance of the first RUP, Regional Pond R-161 shall have been bonded and be under construction on a portion of the Property (with completion of construction diligently pursued, as determined by DPWES) which is the subject of RZ 2000-SU-043, and on a portion of the Subject Property in the general location shown on the CDP/FDP (the "Pond"), subject to the following:

(1) The Pond shall be constructed in accordance with plans and specifications approved by DPWES, and, to the extent approved by DPWES, generally consistent with the Schematic Pond Design set forth on Sheet 3 of the CDP/FDP, provided that the Board shall have entered into a written reimbursement agreement with the Applicant and Winchester, in a form and substance reasonably acceptable to the Applicant and Winchester and to the Board, under which the Board shall: (a) own and/or maintain the Pond in accordance with the standard level of maintenance provided by Fairfax County for regional stormwater management ponds, and (b) reimburse the Applicant for that portion of the actual cost of the Pond which exceeds the cost of providing normal detention and retention for the development site from pro rata share fees and/or other proffer/condition receipts pursuant to terms in the written reimbursement agreement. The actual cost of the Pond will equal the total costs incurred by the Applicant in connection with the construction of the Pond and its acceptance by the County, including, without limitation, the cost of design, engineering, construction and ten percent (10%) of the cost for design, engineering, and construction for ordinary overhead and administration costs. The actual cost shall not include the value of the land conveyed for the Pond and its ancillary easements. Any costs reasonably necessary to accommodate realization of all

residential units adjacent to the Pond as shown on the CDP/FDP, including deepening the basin and/or fill to raise the elevations of lots, shall be included in the actual cost of the Pond for reimbursement purposes as determined by DPWES.

- (2) At the time of final bond release or when deemed appropriate by DPWES upon completion of construction of the Pond, the Applicant shall dedicate and convey in fee simple to the Board the land upon which the Pond and the trail adjacent to the Pond, have been constructed and shall convey to the Board all easements necessary to access and maintain the Pond, as determined by DPWES, including the Stormwater Planning Division and the Maintenance and Stormwater Management Division.
- (3) The Applicant shall require all subcontractors to document, through invoices, canceled checks, quantity take-offs, and other information as required by DPWES, the actual cost of the Pond. The reasonableness of all reimbursable costs shall be mutually agreed upon by DPWES and the Applicant.
- (4) In order to restore a natural appearance to the Pond, the Applicant shall provide for a landscape plan, and submit this plan prior to the second submission of the site plan and/or subdivision plan for the Pond showing extensive landscaping in appropriate planting areas surrounding the Pond and in the Pond basin, in keeping with the planting policies of DPWES. The minimum requirements for the landscape plan for the Pond shall be as specified in PFM 12-0403.7C, subject to review and approval by the County Urban Forester.

- b. **Conduit System.** To reduce the impact that this development would have on the existing stream upstream of the Regional Pond, the Applicant shall develop the Property in such a manner as to outfall, through a closed conduit system, approximately 18.5 acres of the development (a portion of Land Bays 2 and 3) immediately prior to the culverts under Leland Road.

19. **Recreational Facilities.** The Applicant shall comply with Paragraph 2 of Section 6-110 and with Section 16-404 of the Zoning Ordinance as follows:

- a. The Applicant shall construct (i) community lot lots which conform to PFM standards in the locations generally depicted on the CDP/FDP and which are generally consistent with the quality shown on Sheet 11 of the CDP/FDP; (ii) a Type 1 asphalt trail on Lee Highway east of the Spine Road in the general location depicted on Sheet 6 of the CDP/FDP; (iii) a six foot (6') wide asphalt trail and a fair weather stream crossing located within the EOC/RPA area north of Leland Road in the general location

laboratory STC as walls. Measures to seal and caulk between exterior wall surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission.

All residential units located within 860 feet of the centerline of I-66 which are impacted by highway noise levels of between the 65 and 70 dBA Ldn and not otherwise shielded by structures or topography shall have the following acoustical attributes: Exterior walls shall have a laboratory STC rating of at least 39, and doors and windows shall have a laboratory STC rating of at least 28. If glazing constitutes more than twenty percent (20%) of any façade exposed to exterior noise levels between 65 and 70 dBA Ldn and not otherwise shielded by structures or topography, such façade shall have the same laboratory STC as walls. Measures to seal and caulk between exterior wall surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission.

- b. To achieve a maximum exterior noise level of 65 dBA Ldn, for all outdoor common activity areas in Land Bay 2, the Applicant shall construct a noise attenuation structure within the VDOT right-of-way. Said noise attenuation structure shall be coordinated in style and material with the noise attenuation structure proposed by the Applicant in RZ 2000-SU-042 (the "042 Structure"), and shall include acoustical walls, earthen berms and/or combinations thereof (the "Noise Structure"), which meet VDOT noise barrier standards and can be accepted into the VDOT system for maintenance. The Noise Structure shall be located immediately adjacent to Land Bay 2 within the VDOT right-of-way as generally shown on the CDP/FDP. Said structure shall be flush to the ground level and to the 042 Structure, and architecturally solid from ground up with no gaps or openings and shall be constructed with materials which have a minimum surface weight of 5 lb/ft<sup>2</sup>. Subject to the provisions of Paragraph 23c, the height of the Noise Structure shall vary from a height of twenty-eight feet (28') at its lowest to a maximum height of thirty-six feet (36'). Neither the Applicant nor the HOA shall be responsible for restoration, removal, relocation or reconstruction of said Noise Structure if such Noise Structure is removed or otherwise altered in conjunction with future improvements to I-66.
- c. As an alternative to "a" or "b" above, the Applicant may elect to have a refined acoustical analysis performed, subject to approval of DPWES, to verify or amend the noise levels and impact areas set forth above and/or to determine which units or portions thereof may have sufficient shielding from vegetation and/or other structures to permit a reduction in the mitigation measures prescribed above, or to determine minimum STC

ratings for exterior walls, windows, and doors. Additionally, the specifications for the noise wall along I-66 may be modified based on a refined acoustical analysis.

- d. The Applicant shall not construct residential units whose ground or upper-story living areas would fall within areas impacted by highway noise levels in excess of 75 dBA Ldn, as shown in the pre-rezoning noise analysis and not modified by the refined acoustical analysis referenced in Paragraph 23c above, unless appropriate noise mitigation measures to achieve interior levels of 45 dBA Ldn or less, such as the Noise Structure, are provided as approved by DPWES.

24. **Noise Attenuation - Route 29.** To address potential noise impacts from Route 29, the Applicant shall:

- a. Use building materials with the following characteristics pursuant to commonly accepted industry standards to achieve a maximum interior noise level of approximately 45 dBA Ldn:

All residential units located within 365 feet of the centerline of Route 29 which are impacted by highway noise levels of between the 65 and 70 dBA Ldn and not otherwise shielded by structures or topography shall have the following acoustical attributes: Exterior walls shall have a laboratory STC rating of at least 39, and doors and windows shall have a laboratory STC rating of at least 28. If glazing constitutes more than twenty percent (20%) of any façade, such façade shall have the same laboratory STC as walls. Measures to seal and caulk between exterior wall surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission.

- b. In order to achieve a maximum exterior noise level of 65 dBA Ldn, all rear yard patio areas which are not shielded by topography or other structures shall be shielded from highway noise by a noise barrier consisting of architecturally solid fencing with no gaps, and/or earthen berms, or a combination of fencing and berms. The noise barrier shall be of sufficient height to reduce exterior noise levels in these areas to a maximum level of 65 dBA Ldn, as determined by DPWES.
- c. As an alternative to "a" or "b" above, the Applicant may elect to have a refined acoustical analysis performed, subject to approval of DPWES, to verify or amend the noise levels and impact areas set forth above and/or to determine which units may have sufficient shielding from vegetation and other structures to permit a reduction in the mitigation measures

windows, and doors. Additionally, the specifications for the noise barrier along Stringfellow Road may change based on a refined acoustical analysis.

26. **Park Dedication.** No later than 2½ years after the rezoning approval is final, the Applicant shall dedicate the 24.0± acres (subject to the qualification as to Parcel 22A set forth hereinbelow), designated as land "to be dedicated to the Park Authority" and the EOC area designated as "Major Open Space" on the CDP/FDP, to the Park Authority for public park purposes. The Park Authority may extend this 2½ year limitation period for dedication, in its sole discretion. The Applicant shall also construct recreational field areas on the site prior to dedication in accordance with the terms of a separate written agreement between the Applicant and the Park Authority. The Applicant reserves the right to record conservation easements in a form approved by the County Attorney for BMP purposes on areas of the parkland other than areas reserved for trail easements that are within the EOC and/or floodplain prior to dedication. Said dedication within the EOC shall be made subject to the reservation to the Applicant and/or Fairfax County of such temporary construction and/or permanent easement rights as may be necessary to accomplish installation of the trails, roads and utilities, as are approved by DPWES, in coordination with the Urban Forester pursuant to Paragraphs 15, 16 and 17 above. Furthermore, Tax Map Parcel 55-3 ((2)) Parcel 22-A shall be conveyed subject to the creation of Life Estates in the current owners with the remainder in fee to the Park Authority, with the form of the conveyance approved by the County Attorney.
  
27. **Transit Site.** At the time of site plan approval for Land Bay 2, or no later than January 8, 2002, whichever event first occurs, the Applicant shall dedicate the 4.5± acre parcel north of Land Bay 1, as generally shown on the CDP/FDP, to the Board in fee simple for public transportation purposes. Said dedication shall be made subject to the reservation of the Applicant and/or Fairfax County of such temporary construction and/or permanent easement rights as may be necessary to accomplish installation of the trails, roads and utilities, as are approved by DPWES, in coordination with the Urban Forester pursuant to Paragraphs 15, 16 and 17 above. Further, the Applicant shall reserve for future dedication upon demand by the Fairfax County Department of Transportation ("DOT"), an additional area fifty feet (50') in width across the open space area to provide future access to the transit site. Said dedication area shall be located on the northern edge of Land Bay 1, as determined by DOT (the alternative locations are generally shown on the CDP/FDP), provided, however, that the location of any such dedication area shall not require a relocation of, or loss of, residential units as shown on the CDP/FDP. Said dedication shall be to the Board in fee simple. Prior to entering into a contract of sale of homes in Land Bay 1, prospective purchasers of units shall be notified in writing by the Applicant of the location of the transit site access. The Land Bay 1 HOA documents shall contain a disclosure pertaining to the future transit site access and the future location of the I-66 flyover described in Paragraph 11e above.

prescribed above, or to determine minimum STC ratings for exterior walls, windows, and doors. Additionally, the specifications for the noise barrier along Route 29 may change based on a refined acoustical analysis.

25. **Noise Attenuation - Stringfellow Road.** To address potential noise impacts from Stringfellow Road, the Applicant shall:

- a. Use building materials with the following characteristics pursuant to commonly accepted industry standards to achieve a maximum interior noise level of approximately 45 dBA Ldn:

All residential units located within 250 feet of the centerline of Stringfellow Road which are impacted by highway noise levels of between the 65 and 70 dBA Ldn and not otherwise shielded by structures or topography shall have the following acoustical attributes: Exterior walls shall have a laboratory STC rating of at least 39, and doors and windows shall have a laboratory STC rating of at least 28. If glazing constitutes more than twenty percent (20%) of any façade, such façade shall have the same laboratory STC as walls. Measures to seal and caulk between exterior wall surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission.

- b. In order to achieve a maximum exterior noise level of 65 dBA Ldn, all outdoor common recreational activity areas which are not shielded by topography or other structures shall be shielded from highway noise by a noise barrier consisting of architecturally solid fencing with no gaps, and/or earthen berms, or a combination of fencing and berms. The noise barrier shall be of sufficient height to reduce exterior noise levels in these areas to a maximum level of 65 dBA Ldn, as determined by DPWES. If a fence is installed, it shall not exceed a height of eight feet (8'). The design of the fence shall include a three foot (3') wide, sixteen foot (16') long offset feature, approximately every forty (40) linear feet. Evergreen trees shall be planted in each of these offset feature areas. In the alternative, the Applicant may elect to provide a different fence design of comparable or greater quality, which may include brick or stone piers, subject to the approval of DPWES.
- c. As an alternative to "a" or "b" above, the Applicant may elect to have a refined acoustical analysis performed, subject to approval of DPWES, to verify or amend the noise levels and impact areas set forth above and/or to determine which units may have sufficient shielding from vegetation and other structures to permit a reduction in the mitigation measures prescribed above, or to determine minimum STC ratings for exterior walls,

depicted as the "Stream Valley Trail" on Sheet 11 of the CDP/FDP (the "EOC Trail"); (iv) a swimming pool/clubhouse facility and a bicycle parking rack for the multi-family units in Land Bay 2 in the location generally depicted on the CDP/FDP; and (v) through a Cost Sharing Agreement with the Applicant in RZ 2000-SU-042 and RZ 2000-SU-043, a clubhouse, swimming pool, a tot lot, a bicycle parking rack and tennis courts in the location generally depicted on CDP/FDP of RZ 2000-SU-042 (the "Main Recreational Facility").

- b. The Applicant shall contribute \$955 per residential unit for the total number of units approved for the Subject Property, not to exceed a total value of \$912,025. Credited against said contribution shall be the cost of the design and construction of the above recreational improvements constructed on-site (but not including the cost of any trails shown on the County's Comprehensive Trail Plan) and the Applicant's share (as demonstrated to and determined by DPWES) of the cost of the Main Recreational Facility to be constructed on the RZ 2000-SU-042 Property. However, the credit allocation of \$955 per unit for the multi-family units in Land Bay 2 shall be accounted for separately as provided in Paragraph (2) below. The credit allocation for the residential units, excluding the multi-family units in Land Bay 2, shall be accounted for as provided in Paragraph (1) below.
- (1) In the event the total value of the recreational improvements in Paragraph a above, other than those improvements in Land Bay 2, is less than the proffered \$955 per residential unit, the Applicant shall provide a cash contribution to the Fairfax County Park Authority ("Park Authority") for the remainder of the recreational facility contribution ("Park Contribution"), to be used solely for park development on the park/school site (to be dedicated herein), at the time of issuance of the 531<sup>st</sup> RUP, exclusive of the multi-family units, within FairCrest. To avoid overpayment and the necessity for subsequent refunds, said "costs" may be determined by DPWES on the basis of costs projected from engineering drawings and bond amounts approved by DPWES for the creditable infrastructure improvements. When submitting requests for credit for recreational facilities under this Paragraph 19, the Applicant shall coordinate its requests with the requests of the Applicant in RZ 2000-SU-042 and RZ 2000-SU-043, so that DPWES can review a combined request for credit for the facilities wherein Pulte and Winchester are both entitled to a credit. All credit requests shall be accompanied by the documentation required by DPWES in its administration of the Park Contribution.
- (2) The swimming pool/clubhouse facility in Land Bay 2 will be for the exclusive use of the residents in Land Bay 2 and their guests.

Accordingly, the \$955 per residential unit for the 400 multi-family units shall be expended for the recreational improvements in Land Bay 2. In the event that the recreational improvements for Land Bay 2 amount to less than \$955 per unit, the Applicant shall provide a cash contribution to the Park Authority for the remainder of the recreational contribution attributable to the 400 multi-family units. Said contribution shall be utilized solely for improvements to Arrowhead Park.

- c. The clubhouse, swimming pool and tennis court facilities referenced in Paragraph a(v) above shall be in place prior to the issuance of the RUP for the 531<sup>st</sup> unit, exclusive of the multi-family units, within FairCrest.
20. **Energy Savings.** All homes on the Property, less and except the units in Land Bay 2, shall meet the thermal guidelines of the Virginia Power Energy Saver Program for energy-efficient homes or its equivalent, as determined by DPWES for either electric or gas energy systems, as applicable.
21. **Garages.** The Applicant shall place a covenant on each townhouse garage unit that prohibits the use of the garage for any purpose which precludes motor vehicle storage. This covenant shall be recorded among the land records of Fairfax County prior to the sale of lots and shall run to the benefit of the HOA and to the Board. Prior to recordation, the covenant shall be approved by the Fairfax County Attorney's office. The HOA documents shall expressly state this use restriction.
22. **Open Space.** At the time of recordation of the subdivision/site plans for each relevant section, the Applicant shall convey all open space parcels that are not dedicated to the Park Authority or the Board to the relevant HOA for ownership and maintenance.
23. **Noise Attenuation - I-66.** To address potential noise impacts from I-66, the Applicant shall:
  - a. Use building materials with the following characteristics pursuant to commonly accepted industry standards to achieve a maximum interior noise level of approximately 45 dBA Ldn as follows:

All residential units located within 400 feet of the centerline of I-66 which are impacted by highway noise levels of between 70 and 75 dBA Ldn and not otherwise shielded by structures or topography shall have the following acoustical attributes: Exterior walls shall have a laboratory STC rating of at least 45, and doors and windows shall have a laboratory STC rating of at least 37. If glazing constitutes more than twenty percent (20%) of any façade exposed to exterior noise levels between 70 and 75 dBA Ldn, such façade shall have the same

28. **School Site.** At the time of subdivision plan or site plan approval for the first residential section on the Subject Property, or, no later than November 1, 2001, whichever event first occurs, the Applicant shall dedicate the 17.0± acre parcel, designated "Alternative Uses School/Recreation" on the CDP/FDP to the Board for public school purposes. Said dedication shall be made subject to the reservation of the Applicant and/or Fairfax County of such temporary construction and/or permanent easement rights as may be necessary to accomplish installation of the trails, roads and utilities, as are approved by DPWES, in coordination with the Urban Forester pursuant to Paragraphs 15, 16 and 17 above. The Applicant reserves the right to record conservation easements in a form approved by the County Attorney for BMP purposes on areas of the school site that are within the EQC and/or floodplain, other than areas reserved for trail easements, prior to dedication.
29. **Archeological Survey.** Prior to any land disturbing activities, the Applicant shall have a Phase I archeological survey of the Property conducted which shall be submitted to the County Archeologist. Ninety (90) days prior to the beginning of on-site development activities, the Applicant shall grant permission to the County Archeologist and his agents, at their own risk and expense, to enter the Property to perform any necessary tests or studies, to monitor the Property at the time of initial clearing and grading and to recover artifacts, provided that such testing, studies, and removal do not unreasonably interfere with or delay the Applicant's construction schedule. The Applicant shall also have a Phase II survey conducted if Heritage Resources determines that a Phase II survey is warranted.
30. **Density Credit.** All density and intensity of use attributable to land areas dedicated and conveyed to the Board or the Park Authority pursuant to these proffers shall be subject to the provisions of Paragraph 4 of Section 2-308 of the Zoning Ordinance and density hereby reserved to be applied to the residue of the Subject Property.
31. **Homeowners' Association.** In connection with the development of FairCrest, an Umbrella Homeowners' Association ("Umbrella HOA") shall be created, to include the Subject Property (less and except the multi-family units in Land Bay 2), the Winchester Property which is the subject of RZ 2000-SU-042, and the Winchester Property which is the subject of RZ 2000-SU-043. The responsibilities of the Umbrella HOA shall include, but not be limited to, funding and maintenance of the swimming pool, clubhouse and tennis courts, the tot lot, a bicycle parking rack and the appurtenant open space and parking areas (collectively, the "Main Recreational Facility") to be located within the main recreational center on the which is the subject of RZ 2000-SU-042. The Main Recreational Facility located on the Umbrella HOA Property shall be available to all of the residents of the proposed developments within FairCrest except for the multi-family units that are proposed in Land Bay 2, which multi-family units shall not share in the cost of maintaining the aforesaid Main Recreational Facility. All of the residents within FairCrest (except for the residents in the multi-family units

in Land Bay 2, which multi-family units shall not share in the cost of maintaining the aforesaid Main Recreational Facility) shall be members of the Umbrella HOA with equal access to the Main Recreational Facility.

Individual neighborhoods (Land Bays and/or development projects) may be subject to individual community associations established for the care, operation and maintenance of private streets, parking, sidewalks, pedestrian trails, common open space areas and recreational facilities within such neighborhoods which are not owned and or maintained by the Umbrella HOA. Prior to entering into a Contract of Sale, initial purchasers of homes shall be notified in writing by the Applicant of (i) the maintenance responsibility of the private streets, recreational and open space areas on the site, and (ii) that current transportation plans contemplate the extension of Metro rail parallel to the northern boundary of the Property, within the median of I-66. These disclosures shall also be set forth in the respective HOA documents. The HOA documents encompassing the area in which the interparcel access dedication, referenced in Paragraph 35 below, is to be located shall also provide for the requirement of that dedication upon demand by Fairfax County consistent with Paragraph 35 below.

32. **Trails.** Trails shall be provided at the time of development of the respective areas generally as depicted on the "Recreational Amenities and Trails Plan" (Sheet 11 of the CDP/FDP). Trails in areas to be owned by the Homeowners' Association(s) shall be subject to public access easements, in standard County format, wherever they are located outside of the public right-of-way or public ownership. Trails within the parkland shall be located in consultation with the Park Authority and subject to maintenance by the Park Authority or DPWES. Final trail locations other than the EQC Trail, shall be subject to the review and approval of DPWES. The trails network shall consist of: the EQC and a fair weather stream crossing, walking trails/Comprehensive Plan trails and major sidewalk connections/routes. Additional sidewalks and trails shall be provided within the individual neighborhoods as shown on the CDP/FDP. A six foot (6') asphalt trail shall be provided along the eastern or western side of the Pond pursuant to final engineering as approved by DPWES. A five foot (5') concrete sidewalk shall be provided on each side of the Spine Road and Leland Road. The trails network shall be extended to the Property boundaries and designed to connect to off-site portions of FairCrest. Notwithstanding all of the aforesaid, the Applicant shall have no obligation to construct off-site sidewalks or trails.
33. **Blasting.** In the event blasting is necessary, before any blasting occurs on the Property the Applicant shall: (i) insure that the Fairfax County Fire Marshal has reviewed the blasting plans; (ii) follow all safety recommendations made by the Fire Marshal; and (iii) provide independent qualified inspectors approved by DPWES to inspect wells located within 500 feet of the blasting site where access is granted by the property owner to implement this proffer (the "Inspected Wells"). The Applicant shall coordinate with the Applicant in RZ 2000-SU-042 and RZ 2000-SU-043 with regard to the implementation of the inspections in

order to avoid unnecessary duplication of testing. The inspector shall check the flow rate for each of the Inspected Wells immediately before and immediately after blasting within 500 feet of the Inspected Wells. If allowed by County or State regulations, the Applicant shall repair any damage to, or at its sole discretion, may replace the Inspected Well(s) determined by the inspector to have been damaged as a result of blasting on the Property, or the Applicant shall pay for hook-up of public water to serve any house whose well has been damaged by blasting on the Property.

34. **Successors or Assigns.** Each reference to "Applicant" in this proffer statement shall include within its meaning, and shall be binding upon, Applicant's successor(s) in interest, or assigns and/or developer(s) of the site or any portion of the site.
35. **Interparcel Access.** In lieu of escrowing funds and/or constructing a service drive along the Lee Highway frontage of Tax Map 55-3 ((1)) Parcel 6 that is west of the Spine Road, the Applicant shall reserve for future dedication an interparcel access right-of-way area fifty feet (50') wide across said parcel from the Spine Road into the northern portion of Tax Map 55-3 ((1)) Parcel 5, aligning this right-of-way area with the right-of-way area to be dedicated by the Applicant in RZ 2000-SU-043. Said future right-of-way area shall be located within 150' of the northern property line of Parcel 6 as determined by DPWES, and said dedication shall be made by the HOA in fee simple to the Board upon demand by the County. The Applicant shall not be responsible for any design or construction of said interparcel access.
36. **Public Water.** A 24" water line shall be constructed within the Spine Road right-of-way from Lee Highway to (a) Stringfellow Road or (b) to the transit site referenced in Paragraph 27, by way of the Metro Connector referenced in Paragraph 11f above, as determined by DPWES in coordination with the Fairfax County Water Authority ("FCWA") and DOT. The Applicant shall be reimbursed by the FCWA for the Applicant's cost for such line in excess of such cost attributable to the size line required to serve FairCrest, as determined by FCWA pursuant to FCWA policies.
37. **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 Applicant or at the Applicant's direction to assist in the initial sale of homes on the Property. Furthermore, the Applicant shall direct its agents and employees involved in marketing and sale of residential units on the Property to adhere to this proffer.
38. **Counterparts.** These proffers may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

[Signatures on the next pages or counterparts]



APPLICANT/CONTRACT PURCHASER OF TAX  
MAP 54-4 ((2)) PARCEL 58; TAX MAP 55-1 ((1))  
PARCELS 15, 16, 18, 19, 22A, 23, 24, 25 AND 26; TAX  
MAP 55-1 ((2)) PARCELS 34, 35, 36, 37, 70, 71, 72, 73,  
74, 75 AND 76; TAX MAP 55-1 ((3)) PARCELS A, B, C,  
9B AND 19B; TAX MAP 55-3 ((1)) PARCELS 6, 7, 8, 13,  
15A, 17, 18, 18A, 19A, 20, 21, 21A AND 22A; TAX MAP  
55-3 ((2)) PARCELS 59, 60, 61, 62, 63, 64, 77, 78, 79, 80,  
80A, 81, 82, 83A, 84A, 85A, 86, 86A, 87, 88, 89, 90, 91, 92,  
93A, 93B, 98, 99 AND 157; OWNER OF TAX MAP 55-1  
((1)) PARCELS 20 AND 22

PULTE HOME CORPORATION

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Pulte Home Corporation *Richard D. DiBella, Agent and  
Attorney in Fact for Pulte Home Corporation*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Pulte Home Corporation *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR PULTE HOME CORPORATION*  
OWNER OF TAX MAP 55-1 ((3)) PARCEL C

STRINGFELLOW DEVELOPMENT LC

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Stringfellow Development LC *Richard D. DiBella, Agent  
and Attorney in Fact for Stringfellow Development  
LC*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Stringfellow Development LC *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR  
STRINGFELLOW DEVELOPMENT LC*  
OWNER OF TAX MAP 55-1 ((3)) PARCELS B AND 19B

HP INVESTMENT LC

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
HP Investment LC *Richard D. DiBella, Agent and  
Attorney in Fact for HP Investment LC*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
HP Investment LC *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY  
IN FACT FOR HP INVESTMENT LC*

OWNER OF TAX MAP 55-1 ((2)) PARCELS 36, 37 AND  
73

ANNE B. HAZEL, TRUSTEE

By: \_\_\_\_\_  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Anne B. Hazel, Trustee

OWNER OF TAX MAP 55-1 ((1)) PARCEL 22A

*Amie A Williams, Trustee*  
\_\_\_\_\_  
Amie A. Williams, Trustee

OWNERS OF TAX MAP 55-3 ((2)) PARCEL 157

DENNIS O. HOGGE, TRUSTEE

By: \_\_\_\_\_  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Dennis O. Hogge, Trustee

By: \_\_\_\_\_  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Dennis O. Hogge, Trustee

MARGUERITE A. HOGGE, TRUSTEE

By: \_\_\_\_\_  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Marguerite A. Hogge, Trustee

By: \_\_\_\_\_  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Marguerite A. Hogge, Trustee

CHARLES H. BURTON, TRUSTEE

By: \_\_\_\_\_  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Charles H. Burton, Trustee

By: \_\_\_\_\_  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Charles H. Burton, Trustee

OWNER OF TAX MAP 55-1 ((1)) PARCEL 26; TAX MAP  
55-3 ((1)) PARCELS 20 AND 21; TAX MAP 55-3 ((2))  
PARCELS 84A, 89 AND 90

VALE WEST OX INVESTMENT L.L.C.

By: \_\_\_\_\_  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Vale West Ox Investment L.L.C.

OWNER OF TAX MAP 55-1 ((1)) PARCEL 16

WESTVIEW ASSOCIATES LLC

By: J. Randall Minchew 3/2/01  
J. Randall Minchew, Manager

OWNER OF TAX MAP 55-3 ((2)) PARCEL 86A

\_\_\_\_\_  
Gerald Waldman, Trustee

OWNER OF TAX MAP 55-3 ((2)) PARCELS 60, 61, 62, 63  
AND 64

LELAND ROAD INVESTMENT LLC

By: \_\_\_\_\_  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Leland Road Investment LLC

OWNER OF TAX MAP 54-4 ((2)) PARCEL 58; TAX MAP  
55-3 ((2)) PARCEL 59

LELAND ROAD LLC

By: \_\_\_\_\_  
Gerald Waldman, Agent and Attorney-in-Fact for  
Leland Road LLC

Accepted & Approved  
3/2/01 Proffers

J. Randall Minchew

SEE PAGE 38

~~OWNERS OF TAX MAP 55-1 ((3)) PARCEL A~~

~~\_\_\_\_\_  
Kenneth P. Warren~~

~~\_\_\_\_\_  
John W. Warren~~

~~\_\_\_\_\_  
David S. Warren~~

SEE PAGE 38

~~OWNER OF TAX MAP 55-1 ((3)) PARCEL 9B~~

~~AUBREY B. LEGGETT 2<sup>ND</sup> <sup>GW</sup> ~~By Gerald Waldman~~~~

~~By: <sup>MW</sup> ~~By Gerald Waldman~~ <sup>his AGENT AND ATTORNEY</sup>  
Gerald Waldman, Agent and Attorney-in-Fact for  
Aubrey B. Leggett, 2<sup>nd</sup>~~

OWNER OF TAX MAP 55-1 ((2)) PARCELS 34, 35 AND 74

IRENE C. WALLACE

By: <sup>S.F.</sup> ~~\_\_\_\_\_  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Irene C. Wallace <sup>STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR IRENE C. WALLACE</sup>~~

SEE PAGE 38

~~OWNER OF TAX MAP 55-1 ((1)) PARCELS 15 AND 25;  
TAX MAP 55-1 ((2)) PARCEL 70; TAX MAP 55-3 ((2))  
PARCELS 82, 83A, 85A, 87 AND 98~~

~~\_\_\_\_\_  
Gerald Waldman~~

SEE PAGE 36

~~OWNER OF TAX MAP 55-1 ((2)) PARCEL 71; TAX MAP  
55-3 ((2)) PARCELS 79, 80A AND 99~~

~~BRENDA KLYNE, FORMERLY KNOWN AS BRENDA  
WALDMAN~~

By: ~~\_\_\_\_\_  
Gerald Waldman, Agent and Attorney-in-Fact for  
Brenda Klyne~~

OWNER OF TAX MAP 55-1 ((2)) PARCELS 36, 37 AND 73

ANNE B. HAZEL, TRUSTEE

By: D.S.

Stanley F. Settle, Jr. Agent and Attorney-in-Fact for Anne B. Hazel, Trustee *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR ANNE B. HAZEL, TRUSTEE*  
OWNER OF TAX MAP 55-1 ((1)) PARCEL 22A

Amie A. Williams, Trustee

OWNERS OF TAX MAP 55-3 ((2)) PARCEL 157

DENNIS O. HOGGE, TRUSTEE

By: Richard D. DiBella

Richard D. DiBella, Agent and Attorney-in-Fact for Dennis O. Hogge, Trustee *Richard D. DiBella Agent and Attorney in Fact for Dennis O. Hogge, Trustee*

By: D.S.

Stanley F. Settle, Jr., Agent and Attorney-in-Fact for Dennis O. Hogge, Trustee *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR DENNIS O. HOGGE, TRUSTEE*

MARGUERITE A. HOGGE, TRUSTEE

By: Richard D. DiBella

Richard D. DiBella, Agent and Attorney-in-Fact for Marguerite A. Hogge, Trustee *Richard D. DiBella Agent and Attorney in Fact for Marguerite A. Hogge, Trustee*

By: D.S.

Stanley F. Settle, Jr., Agent and Attorney-in-Fact for Marguerite A. Hogge, Trustee *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR MARGUERITE A. HOGGE, TRUSTEE*

CHARLES H. BURTON, TRUSTEE

By: Richard D. DiBella

Richard D. DiBella, Agent and Attorney-in-Fact for Charles H. Burton, Trustee *Richard D. DiBella Agent and Attorney in Fact for Charles H. Burton, Trustee*

By: D.S.

Stanley F. Settle, Jr., Agent and Attorney-in-Fact for Charles H. Burton, Trustee *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR CHARLES H. BURTON, TRUSTEE*

OWNERS OF TAX MAP 55-1 ((2)) PARCEL 76

JAMES B. MARTIN

By: \_\_\_\_\_  
Richard D. DiBella, Agent and Attorney-in-Fact for  
James B. Martin

By: \_\_\_\_\_  
Stanley F. Senle, Jr., Agent and Attorney-in-Fact for  
James B. Martin

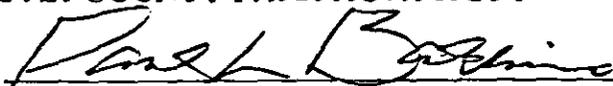
GERTRUDE P. MARTIN

By: \_\_\_\_\_  
Richard D. DiBella, Agent and Attorney-in-Fact for  
for Gertrude P. Martin

By: \_\_\_\_\_  
Stanley F. Senle, Jr., Agent and Attorney-in-Fact for  
Gertrude P. Martin

OWNER OF TAX MAP 55-1 ((1)) PARCEL 24

FAIRFAX COUNTY PARK AUTHORITY

By:   
Paul L. Baldino, Director

OWNERS OF TAX MAP 55-1 ((2)) PARCEL 72

DOUGLAS HUGH LANGHORNE

By: Richard D. DiBella

Richard D. DiBella, Agent and Attorney-in-Fact for Douglas Hugh Langhorne  
*Richard D. DiBella agent and Attorney in fact for Douglas Hugh Langhorne*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for Douglas Hugh Langhorne  
*STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR DOUGLAS HUGH LANGHORNE*

PAULA S. LANGHORNE

By: Richard D. DiBella

Richard D. DiBella, Agent and Attorney-in-Fact for Paula S. Langhorne  
*Richard D. DiBella agent and Attorney in fact for Paula S. Langhorne*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for Paula S. Langhorne  
*STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR PAULA S. LANGHORNE*

OWNERS OF TAX MAP 55-1 ((2)) PARCEL 75

DOMINIC LAITI

By: Richard D. DiBella

Richard D. DiBella, Agent and Attorney-in-Fact for Dominic Laiti  
*Richard D. DiBella agent and Attorney in fact for Dominic Laiti*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for Dominic Laiti  
*STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR DOMINIC LAITI*

SYLVIA M. LAITI

By: Richard D. DiBella

Richard D. DiBella, Agent and Attorney-in-Fact for Sylvia M. Laiti  
*Richard D. DiBella agent and Attorney in fact for SYLVIA M. LAITI*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for Sylvia M. Laiti  
*STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR SYLVIA M. LAITI*

OWNERS OF TAX MAP 55-1 ((1)) PARCEL 23

LEVERN L. ZIEGLER

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Levern L. Ziegler *Richard D. DiBella agent  
and attorney in fact for Levern L. Ziegler*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Levern L. Ziegler *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY  
IN FACT FOR LEVERN L. ZIEGLER*

DOROTHY K. ZIEGLER

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Dorothy K. Ziegler *Richard D. DiBella agent  
and attorney in fact for Dorothy K. Ziegler*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Dorothy K. Ziegler *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR DOROTHY K. ZIEGLER*

OWNER OF TAX MAP 55-1 ((1)) PARCEL 19

MAXINE L. FAIRCLOTH

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Maxine L. Faircloth *Richard D. DiBella agent  
and attorney in fact for MAXINE L. FAIRCLOTH*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Maxine L. Faircloth *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR MAXINE L. FAIRCLOTH*

OWNER OF TAX MAP 55-1 ((1)) PARCEL 18

MARY F. AYRES

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Mary F. Ayres *Richard D. DiBella agent and  
attorney in fact for Mary F. Ayres*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Mary F. Ayres *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR MARY F. AYRES*

OWNERS OF TAX MAP 55-1 ((2)) PARCEL 76

JAMES B. MARTIN

By: Richard D. DiBella

Richard D. DiBella, Agent and Attorney-in-Fact for James B. Martin *Richard D. DiBella, agent and attorney in fact for James B. Martin*

By:

Stanley F. Settle, Jr., Agent and Attorney-in-Fact for James B. Martin *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR JAMES B. MARTIN*

GERTRUDE P. MARTIN

By: Richard D. DiBella

Richard D. DiBella, Agent and Attorney-in-Fact for Gertrude P. Martin *Richard D. DiBella, agent and attorney in fact for Gertrude P. Martin*

By:

Stanley F. Settle, Jr., Agent and Attorney-in-Fact for Gertrude P. Martin *STANLEY F. SETTLE JR., AGENT AND ATTORNEY IN FACT FOR GERTRUDE P. MARTIN*

OWNER OF TAX MAP 55-1 ((1)) PARCEL 24

FAIRFAX COUNTY PARK AUTHORITY

By:

Paul L. Baldino, Director

OWNERS OF TAX MAP 55-3 ((1)) PARCEL 17

JULIO C. ARAUJO

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Julio C. Araujo *Richard D. DiBella agent  
and attorney in fact for Julio C. Araujo*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Julio C. Araujo *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR JULIO C. ARAUJO*

GABRIELA T. ARAUJO

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Gabriela T. Araujo *Richard D. DiBella agent  
and attorney in fact for Gabriela T. Araujo*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Gabriela T. Araujo *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR GABRIELA T. ARAUJO*

OWNERS OF TAX MAP 55-3 ((1)) PARCEL 19A

JOHN LOUIS COSTIANIS

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
John Louis Costianis *Richard D. DiBella agent  
and attorney in fact for John Louis Costianis*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
John Louis Costianis *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR JOHN LOUIS COSTIANIS*

NIKI COSTIANIS

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Niki Costianis. *Richard D. DiBella agent and  
attorney in fact for Niki Costianis*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Niki Costianis *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR NIKI COSTIANIS*

OWNERS OF TAX MAP 55-3 ((1)) PARCEL 8

MAX D. AMES *MM* MAX D. AMES by  
GERALD WALDMAN his AGENT  
By: and Attorney-in-Fact  
Gerald Waldman, Agent and Attorney-in-Fact for  
Max D. Ames

PAMELA J. AMES *MM* PAMELA J. AMES  
by GERALD WALDMAN her AGENT  
By: and Attorney-in-Fact  
Gerald Waldman, Agent and Attorney-in-Fact for  
Pamela J. Ames

OWNER OF TAX MAP 55-3 ((1)) PARCEL 13

GEORGE W. STANLEY  
By: *Richard D. DiBella*  
Richard D. DiBella, Agent and Attorney-in-Fact for  
George W. Stanley *Richard D. DiBella agent  
and attorney in fact for George W. Stanley.*  
By: *Stanley F. Settle, Jr.*  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
George W. Stanley *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR GEORGE W. STANLEY*

OWNER OF TAX MAP 55-3 ((1)) PARCELS 15A AND 18A

PAMELA H. SCHMIDT  
By: *Richard D. DiBella*  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Pamela H. Schmidt *Richard D. DiBella, agent  
and attorney in fact for Pamela H. Schmidt*  
By: *Stanley F. Settle, Jr.*  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Pamela H. Schmidt *STANLEY F. SETTLE, JR., AGENT  
AND ATTORNEY IN FACT FOR PAMELA H. SCHMIDT*

OWNER OF TAX MAP 55-3 ((2)) PARCELS 93A and 93B

EDWARD W. JOHNSON

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Edward W. Johnson *Richard D. DiBella, agent  
and attorney in fact for Edward W. Johnson*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Edward W. Johnson *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR EDWARD W. JOHNSON*

OWNER OF TAX MAP 55-3 ((2)) PARCELS 91 and 92

LESLIE O. KENNEDY

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Leslie O. Kennedy *Richard D. DiBella, agent  
and attorney in fact for Leslie O. Kennedy*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Leslie O. Kennedy *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR LESLIE O. KENNEDY*

OWNER OF TAX MAP 55-3 ((2)) PARCEL 81

FLOYD G. PHILLIPS, JR., HEIR AT LAW OF MARY  
PHILLIPS Floyd G. Phillips Jr.  
*by GERALD WALDMAN HIS AGENT*

By: Gerald Waldman  
Gerald Waldman, Agent and Attorney-in-Fact for  
Floyd G. Phillips, Jr.

ANNA LOEFFLER, HEIR AT LAW OF MARY PHILLIPS

ANNA LOEFFLER  
By: GERALD WALDMAN her AGENT and  
Gerald Waldman, Agent and Attorney-in-Fact for  
Anna Loeffler *Attorney - in - fact*

OWNER OF TAX MAP 55-3 ((2)) PARCEL 80

ANGELIKA L. DONAHUE ANGELIKA DONAHUE  
*by GERALD WALDMAN*

By: her AGENT and Attorney-in-Fact  
Gerald Waldman, Agent and Attorney-in-Fact for  
Angelika L. Donahue

OWNERS OF TAX MAP 55-3 ((1)) PARCEL 21A

ROGER D. CORNELL, TRUSTEE

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Roger D. Cornell Trustee *Richard D. DiBella agent  
and attorney in fact Roger D. Cornell, trustee*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Roger D. Cornell, Trustee *Stanley F. Settle, Jr., Agent and  
Attorney in fact for Roger D. Cornell, Trustee*

FRANCES B. CORNELL, TRUSTEE

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Frances B. Cornell, Trustee *Richard D. DiBella agent  
and attorney in fact for Frances B. Cornell, Trustee*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Frances B. Cornell, Trustee *Stanley F. Settle, Jr., Agent  
and Attorney in fact for Frances B. Cornell, Trustee*

OWNERS OF TAX MAP 55-3 ((1)) PARCEL 22A

FRANK BAYLUS WHORTON

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Frank Baylus Whorton *Richard D. DiBella agent  
and attorney in fact for Frank Baylus Whorton*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Frank Baylus Whorton *Stanley F. Settle, Jr., Agent  
and Attorney in fact for Frank Baylus Whorton*

LOIS U. WHORTON

By: Richard D. DiBella  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Lois U. Whorton *Richard D. DiBella agent and  
attorney in fact for Lois U. Whorton*

By: Stanley F. Settle, Jr.  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Lois U. Whorton *Stanley F. Settle, Jr., Agent and  
Attorney in fact for Lois U. Whorton*

OWNERS OF TAX MAP 55-3 ((1)) PARCEL 18

*[Handwritten signature]*

Jean G. Glascock

*[Handwritten signature]*

Agnes F. Glascock

OWNER OF RIGHT-OF-WAY OF PORTION OF LELAND ROAD, BRADLEY ROAD, SHREVE STREET AND CENTREVILLE FARMS ROAD THAT ARE TO BE VACATED

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: *[Handwritten signature]*

Anthony H. Griffin, County Executive

SEE PAGE 37

~~CONTRACT PURCHASER OF PORTIONS OF THE SUBJECT PROPERTY YET TO BE DETERMINED~~

~~THE DREES COMPANY, v/a DREES HOMES~~

~~By:~~

~~Michael J. Rubery, Vice President~~

SEE PAGE 39

~~CONTRACT PURCHASER OF TAX MAP 55-1 ((1)) PARCELS 24 AND 25; TAX MAP 55-1 ((2)) PARCELS 34, 35, 36, 37, 72, 73 AND 74; TAX MAP 55-1 ((3)) PARCELS A, B, C, 9B AND 19B~~

~~TCR MID ATLANTIC/NE PROPERTIES, INC.~~

~~By:~~

~~Charles N. Bay, Vice President~~

OWNER OF TAX MAP 55-3 ((2)) PARCEL 78

JOYCE DALE LONGERBEAM WITHORN

By:

*Stanley F. Settle, Jr.*  
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Joyce Dale Longerbeam Withorn *STANLEY F. SETTLE, JR. AGENT AND ATTORNEY IN FACT FOR JOYCE DALE LONGERBEAM WITHORN*

OWNER OF TAX MAP 55-3 ((2)) PARCEL 77

MARY C. BOLT

By:

*Richard D. DiBella*  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Mary C. Bolt *RICHARD D. DiBella agent and attorney in fact for Mary C. Bolt*

By:

Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Mary C. Bolt *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR MARY C. BOLT*

OWNER OF TAX MAP 55-3 ((2)) PARCELS 86 AND 88

Christa Malek Mohamadi

OWNERS OF TAX MAP 55-3 ((1)) PARCELS 6 AND 7

FRED J. AYOUB

By:

*Richard D. DiBella*  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Fred J. Ayoub *RICHARD D. DiBella agent and attorney in fact for Fred J. Ayoub*

By:

Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Fred J. Ayoub *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR FRED J. AYOUB*

SAID J. AYOUB

By:

*Richard D. DiBella*  
Richard D. DiBella, Agent and Attorney-in-Fact for  
Said J. Ayoub *RICHARD D. DiBella agent and attorney in fact for Said J. Ayoub*

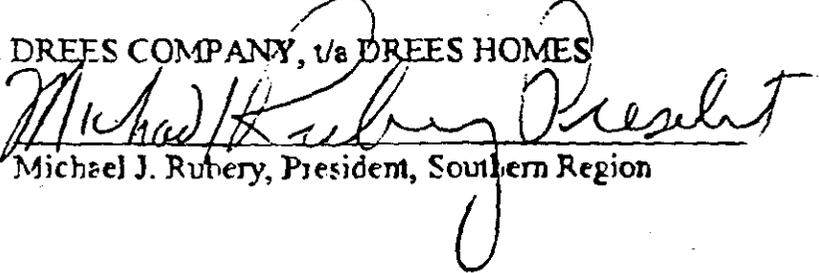
By:

Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Said J. Ayoub *STANLEY F. SETTLE, JR., AGENT AND ATTORNEY IN FACT FOR SAID J. AYOUB*

CONTRACT PURCHASER OF PORTIONS OF THE  
SUBJECT PROPERTY YET TO BE DETERMINED

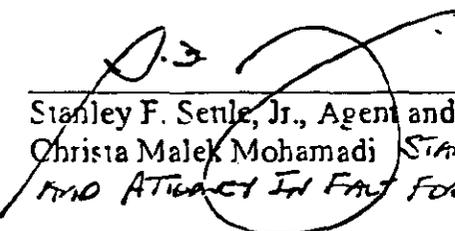
THE DREES COMPANY, v/a DREES HOMES

By:

  
Michael J. Rubery, President, Southern Region

OWNER OF TAX MAP 55-3 ((2)) PARCELS 86 AND 88

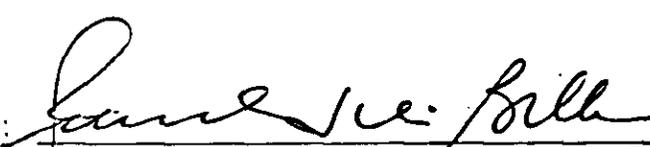
CHRISTA MALEK MOHAMADI

By: 

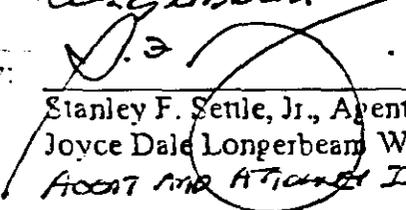
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Christa Malek Mohamadi *STANLEY F. SETTLE, JR., AGENT  
AND ATTORNEY IN FACT FOR CHRISTA MALEK MOHAMADI*

OWNER OF TAX MAP 55-3 ((2)) PARCEL 78

JOYCE DALE LONGERBEAM WITHORN

By: 

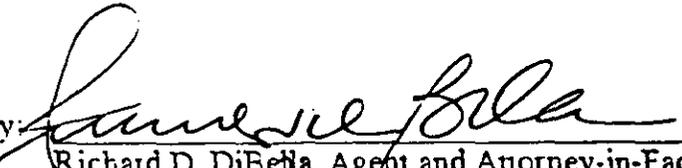
Richard D. DiBella, Agent and Attorney-in-Fact for  
Joyce Dale Longerbeam Withorn *Richard D. DiBella  
agent and Attorney in fact for Joyce Dale  
Longerbeam Withorn*

By: 

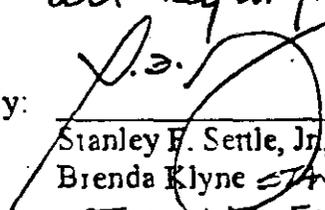
Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Joyce Dale Longerbeam Withorn *STANLEY F. SETTLE, JR.,  
AGENT AND ATTORNEY IN FACT FOR JOYCE DALE  
LONGERBEAM WITHORN*

OWNER OF TAX MAP 55-1 ((2)) PARCEL 71; TAX MAP  
55-3 ((2)) PARCELS 79, 80A AND 99

BRENDA KLYNE, FORMERLY KNOWN AS BRENDA  
WALDMAN

By: 

Richard D. DiBella, Agent and Attorney-in-Fact for  
Brenda Klyne *Richard D. DiBella agent and  
attorney in fact for Brenda Klyne*

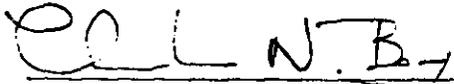
By: 

Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Brenda Klyne *STANLEY F. SETTLE, JR., AGENT AND  
ATTORNEY IN FACT FOR BRENDA KLYNE*

CONTRACT PURCHASER OF TAX MAP 55-1 ((1))  
PARCELS 24 AND 25; TAX MAP 55-1 ((2)) PARCELS 34,  
35, 36, 37, 72, 73 AND 74; TAX MAP 55-1 ((3)) PARCELS  
A, B, C, 9B AND 19B

TCR MID ATLANTIC PROPERTIES, INC.

By:

  
\_\_\_\_\_  
Charles N. Bay, Vice President

OWNERS OF TAX MAP 55-1 ((3)) PARCEL A

KENNETH P. WARREN

By: David S. Warren, Agent and Attorney-in-Fact for  
Kenneth P. Warren  
David S. Warren, Agent and Attorney-in-Fact for  
Kenneth P. Warren

JOHN W. WARREN

By: David S. Warren, Agent and Attorney-in-Fact for  
John W. Warren  
David S. Warren, Agent and Attorney-in-Fact for  
John W. Warren

David S. Warren  
David S. Warren

OWNER OF TAX MAP 55-1 ((3)) PARCEL 9B

AUBREY B. LEGGETT, 2<sup>ND</sup> W AUBREY B. LEGGETT  
By: 52 GERALD WALDMAN his  
DEBT and ATTORNEY-IN-FACT  
Gerald Waldman, Agent and Attorney-in-Fact for  
Aubrey B. Leggett, 2<sup>nd</sup>

SEE PAGE 26

~~OWNER OF TAX MAP 55-1 ((2)) PARCELS 54, 55 AND 74~~

~~IRENE C. WALLACE~~

~~By: Stanley F. Settle, Jr., Agent and Attorney-in-Fact for  
Irene C. Wallace~~

OWNER OF TAX MAP 55-1 ((1)) PARCELS 15 AND 25;  
TAX MAP 55-1 ((2)) PARCEL 70; TAX MAP 55-3 ((2))  
PARCELS 82, 83A, 85A, 87 AND 98

W  
Gerald Waldman

SPECIAL POWER OF ATTORNEY

The undersigned, Julio C. and Gabriela T. Araujo (the "Principal") the party authorized by law to make application for a rezoning of that certain real property located in Fairfax County, Virginia, as more particularly described in the attached Exhibit "A" makes, constitutes and appoints Richard D. DiBalle and Stanley F. Settle, Jr. ("Attorney-in-Fact"), as his true and lawful Attorney-in-Fact and in his name, place and stead giving unto the Attorney-in-Fact, full power and authority to do and perform all acts, and make all representations necessary, without any limitation whatsoever, to make application for the rezoning of the Property, to execute any necessary affidavits, to agree to any proffered conditions precedent to the application for rezoning and/or site and/or subdivision plan approval, and to enter into and execute any other documents in connection with such rezoning and/or site and/or subdivision plan approval.

The rights, powers and authority of the Attorney-in-Fact herein granted shall commence and be in full force and effect this 30 day of May, 2000, and remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested, is received at the Planning and or Zoning Office for the County of Fairfax, Virginia, stating that the terms of this power have been revoked or modified.

Julio C. Araujo (SEAL)  
Name: Julio C. Araujo

Gabriela T. Araujo (SEAL)  
Name: GABRIELA T. ARAUJO

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF FAIRFAX, w-wit

The foregoing Special Power of Attorney was acknowledged before me this 10th day of MAY, 2000, by Julio C. Araujo and

[Signature]  
Notary Public

My Commission Expires: July 31, 2002

State of Virginia  
County of Fairfax

Subscribed and sworn to before me by Gabriela  
Araujo this 20th day of December, 2000.

Joseph D. Consiglio, Notary Public  
My commission expires 10/31/02

SPECIAL POWER OF ATTORNEY

The undersigned, Max D Ames and Pamela J. Ames (the "Principal"), the party authorized by law to make application for a rezoning of that certain real property located in Fairfax County, Virginia, as more particularly described below, make, constitute and appoint Gerald Waldman ("Attorney-in-Fact), as their true and lawful Attorney-in-Fact and in their name, place and stead giving unto the Attorney-in-Fact, full power and authority to do and perform all acts, and make all representations necessary, without any limitation whatsoever, to make application for the rezoning of the Property, to execute any necessary affidavits, to agree to any proffered conditions pursuant to the application for rezoning and/or site and/or subdivision plan approval, and to enter into and execute any other documents in connection with such rezoning and/or site and/or subdivision plan approval.

The rights, powers and authority of the Attorney-in-Fact herein granted shall commence and be in full force and effect this 31 day of JAN, 2001, and remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested, is received at the Planning and/or Zoning Office for the County of Fairfax, Virginia, stating that the terms of this power have been revoked or modified.

Property Description: Tax Map 55-3 ((1)) Parcel 8

[Signature] (SEAL)  
Name: Max D. Ames

[Signature] (SEAL)  
Name: Pamela J. Ames

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Fairfax, to-wit:

The foregoing Special Power of Attorney was acknowledged before me this 31 day of January, 2001, by MAX D. AMES and PAMELA J. AMES.

[Signature]  
Notary Public

My Commission Expires: 10/31/03

SPECIAL POWER OF ATTORNEY

The undersigned, Fred J. Ayoub and Said J. Ayoub (the "Principal"), the party authorized by law to make application for a rezoning of that certain real property located in Fairfax County, Virginia, as more particularly described below, make, constitute and appoint Richard D. DiBella and Stanley F. Settle, Jr. ("Attorney-in-Fact), as their true and lawful Attorney-in-Fact and in their name, place and stead giving unto the Attorney-in-Fact, full power and authority to do and perform all acts, and make all representations necessary, without any limitation whatsoever, to make application for the rezoning of the Property, to execute any necessary affidavits, to agree to any proffered conditions pursuant to the application for rezoning and/or site and/or subdivision plan approval, and to enter into and execute any other documents in connection with such rezoning and/or site and/or subdivision plan approval.

The rights, powers and authority of the Attorney-in-Fact herein granted shall commence and be in full force and effect this 2 day of February, 2001, and remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested, is received at the Planning and/or Zoning Office for the County of Fairfax, Virginia, stating that the terms of this power have been revoked or modified.

Property Description: Tax Map 55-3 ((1)) Parcels 6 and 7

Fred J. Ayoub [SEAL]  
Name: Fred J. Ayoub

Said J. Ayoub [SEAL]  
Name: Said J. Ayoub

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Fairfax, to-wit:

The foregoing Special Power of Attorney was acknowledged before me this 2nd day of February, 2001, by Fred Ayoub and Said Ayoub.

Carl Will  
Notary Public

My Commission Expires: 5/31/02



PI 055 003 / 01 / / 0017 - / SUPP IND: \* SUPP TYP: \* APPR EST  
 STRICT CENS TR TX EX LAND USE ZONE DEED BK DWU CNT LAND:  
 1-02-00 915.02 00 013 110 10053-0272 001 1MPR:  
 EFF TX YR CREATED: 0000 TOTAL:

OWNER NAME AND ADDRESS: LEGAL DESCR AND ADDR SALE DATE PRICE  
 RAUJO JULJO C STRINGFELLOW ROAD 07/14/1997  
 RAUJO GABRIELA T. \*\*\*\*\* 12/02/1996 125,000  
 \*\*\*\*\*  
 5330 \* ARROWHEAD PARK DR 05330 \* ARROWHEAD PARK DR  
 ENTREVILLE VA ZIP: 20120 A/S RATIO: 0.0000 A/S TAG: \*

LAC: 07/24/1997 SOURCE: DEED  
 LDG USE CONSTR EXT INT FLR ROOF DORM STYLE ROOMS BDRM BSMT BFIN FB HB HT AC FP  
 SD WF AL DW SW CE \*\* 1A 00007 003 NO \*\* 1 0 ST N J  
 EAR BLT ADDN REMOD CLASS ADJ STY WID DEP PHYINSP COMPLT COND DEPR  
 1950 1976 0000 C -10 00 026 020 00/0000 100 P 030

APPR DATE PURPOSE APPR REASON EDLAP DOLT FLOOR AREA REFUSE  
 0/12/2000 RV 42 06 2001 11/22/2000 000,000,000 0 2000 VALUE  
 UTILS-WAT SEW GAS ELEC CURB SDWK PVST UNDG SITE EASM LAND: 42,800  
 A N N C N N C N V N IMPR: 29,560  
 WORK CODE NEHD REMK STATE CDE %FP TOTAL: 72,360  
 00000 80802 K 20 000  
 REVISED TOT LTYP WARN ACRES SQ FT UNIT PR TAX REL AUX CLERK YR  
 000 00,000.9720 000,000,000 42800. 00 Y \*\*\* 2000

SPECIAL POWER OF ATTORNEY

The undersigned, Mary C. Bolt (the "Principal"), the party authorized by law to make application for a rezoning of that certain real property located in Fairfax County, Virginia, as more particularly described below, constitutes and appoints Richard D. DiBella and Stanley F. Settle, Jr. ("Attorney-in-Fact), as her true and lawful Attorney-in-Fact and in her name, place and stead giving unto the Attorney-in-Fact, full power and authority to do and perform all acts, and make all representations necessary, without any limitation whatsoever, to make application for the rezoning of the Property, to execute any necessary affidavits, to agree to any proffered conditions pursuant to the application for rezoning and/or site and/or subdivision plan approval, and to enter into and execute any other documents in connection with such rezoning and/or site and/or subdivision plan approval.

The rights, powers and authority of the Attorney-in-Fact herein granted shall commence and be in full force and effect this 31 day of January, 2001, and remain in full force and effect thereafter until actual notice, by certified mail/return receipt requested, is received at the Planning and/or Zoning Office for the County of Fairfax, Virginia, stating that the terms of this power have been revoked or modified.

Property Description: Tax Map 55-3 ((2)) Parcel 77

Mary C. Bolt [SEAL]  
Name: Mary C. Bolt

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Fairfax, to-wit:

The foregoing Special Power of Attorney was acknowledged before me this 31<sup>st</sup> day of January, 2001, by Mary C. Bolt.

[Signature]  
Notary Public

My Commission Expires: 5-31-03

SPECIAL POWER OF ATTORNEY

The undersigned, Mary F. Ayres (the "Principal"), the party authorized by law to make application for a rezoning of that certain real property located in Fairfax County, Virginia, as more particularly described below, makes, constitutes and appoints Richard D. DiBella and Stanley F. Settle, Jr. ("Attorney-in-Fact), as her true and lawful Attorney-in-Fact and in her name, place and stead giving unto the Attorney-in-Fact, full power and authority to do and perform all acts, and make all representations necessary, without any limitation whatsoever, to make application for the rezoning of the Property, to execute any necessary affidavits, to agree to any proffered conditions pursuant to the application for rezoning and/or site and/or subdivision plan approval, and to enter into and execute any other documents in connection with such rezoning and/or site and/or subdivision plan approval.

The rights, powers and authority of the Attorney-in-Fact herein granted shall commence and be in full force and effect this 9th day of February, 2001, and remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested, is received at the Planning and/or Zoning Office for the County of Fairfax, Virginia, stating that the terms of this power have been revoked or modified.

Property Description: Tax Map 55-1 ((1)) Parcel 18

Mary F. Ayres [SEAL]  
Name: Mary F. Ayres

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Fairfax, to-wit:

The foregoing Special Power of Attorney was acknowledged before me this 9th day of Feb, 2001, by Mary F. Ayres.

[Signature]  
Notary Public

My Commission Expires: 12-31-2004