

RZ 2000-SU-042
WINCHESTER HOMES, INC. – Centreville Farms North
PROFFER STATEMENT

October 20, 2000
December 8, 2000
December 22, 2000
January 18, 2001
January 29, 2001
February 21, 2001
March 2, 2001

Pursuant to Section 15.2-2303(A) of the Code of Virginia, as amended, and subject to the Fairfax County Board of Supervisors' (the "Board") approval of rezoning application RZ-2000-SU-042, as proposed, for rezoning from the R-1 to the PDH-8 District, the owners and Winchester Homes, Inc. (the "Applicant"), for themselves and their successors and assigns, hereby proffer that development of Tax Map Parcels 54-2-((2))-6 and 7; 54-4-((2))-15, 16, 17, 18, 47 and 48; 55-1-((2))-19, 20, 21, 22, 23, 38, 39, 40, 41, 42 and 43; 55-3-((2))-44, 45, 65, 66, 67, 68 and 69; and approximately 3.1941 acres of the public right-of-way ("R-O-W") for Summit Street and Lamb Street (collectively the "Property"), containing approximately 46.9214 acres, shall be in accordance with the following proffered conditions:

1. Substantial Conformity. The Property shall be developed in substantial conformance with the Conceptual Development Plan and Final Development Plan ("CDP/FDP") consisting of eighteen (18) pages prepared by BC Consultants, entitled Centreville Farms - North, dated July 2000, revised through February 20, 2001 and as further modified by these proffered conditions.
2. Final Development Plan Amendment. Notwithstanding that the CDP/FDP consists of eighteen (18) sheets and said CDP is the subject of Proffer 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 Stringfellow Road and Lee Highway, types of units, peripheral setbacks, location of the Spine Road (as defined in Proffer Paragraph 6) and Leland Road, the maximum number of units, general limits of clearing and grading and the general location and amount of open space; and (ii) the Applicant has the option to request Final Development Plan Amendment(s) ("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 proffers, and do not increase the total number of units or decrease the minimum amount of open space.

4. Maximum Density. A maximum of 309 dwelling units shall be permitted on the Property inclusive of affordable dwelling units ("ADUs") and ADU bonus units. The Applicant shall provide ADUs as required by Section 2-800 of the Zoning Ordinance. The number of ADUs to be provided may be reduced based on the adoption of future amendments to the ADU ordinance, or commensurate with any reduction in the number of market rate units on the Property. The Applicant reserves the right to develop fewer than the maximum number of units referenced in this paragraph without the need for a PCA or CDPA/FDPA. Paragraphs 1, 2 and 3 above notwithstanding, without the necessity for a CDPA/PCA and/or FDPA the Applicant shall be permitted to relocate townhouse units and/or to construct additional single-family detached units substantially in accordance with the alternative design shown at Sheet 18 of the CDP/FDP so long as the internal street layout remains generally the same, the amount of open space does not decrease, the number of attached units decreases commensurate with any increase in detached units, and the total number of units does not exceed 309.

5. Landscaping and Design Amenities.

A. Development Sections.

Landscaping shall be consistent with the quality, quantity and the locations shown on Sheets 3, 10, 11, 12, 13 and 17 of the CDP/FDP. Actual types and species of vegetation shall be determined pursuant to more detailed landscape plans submitted, for the applicable section, at the time of first submission of the site plan/subdivision plan for each respective section, for review and approval by the Urban Forester and the Fairfax County Department of Public Works and Environmental Services ("DPWES"). 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 tot lot, benches, and community mailboxes shall be of a quality consistent with the illustratives shown on Sheets 6, 7, 9 and 13 of the CDP/FDP.

B. Streetscape.

Landscaping and design amenities along the Spine Road and Leland Road shall be consistent with the streetscape design details shown on Sheets 7, 10, 11, 12, 13 and 17 of the CDP/FDP. The Applicant shall coordinate with the Applicants in RZ 2000-SU-029 and RZ 2000-SU-043 to provide design amenities along the Spine Road (as defined in Paragraph 6 below) and Leland Road, as further described in Paragraph 27 below. Landscaping in VDOT R-O-W shall be subject to VDOT approval, which approval shall be diligently pursued by the Applicant.

6. 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 such section, if any balance is due after the Applicant has been credited for all creditable expenses

("Expenses") associated with design and construction of (i) the Centreville Farms Spine Road between Lee Highway and 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. The unpaid balance shall be adjusted once each year on the anniversary date of rezoning approval by the increase, if any, in the Engineering News Record Construction Cost Index during the preceding twelve (12) months. Applicant's creditable Spine Road and Lee Highway Expenses shall be offset against said adjusted \$1,735 per residential unit. 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 for its Expenses towards its Centreville Area Road Fund Contribution to DPWES, the Applicant shall coordinate its requests with the requests of the Applicants in RZ 2000-SU-043 and RZ 2000-SU-029 (Pulte), so that DPWES can review a combined request for such credit. Such requests shall be accompanied by the documentation required by DPWES in its administration of the Centreville Area Road Fund.

7. Right-of-Way Dedication. All road R-O-W 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 County or at the time of recordation of the final record plat/site plan for the contiguous development area, whichever occurs first, and shall be subject to Proffer 23 regarding reservation of development intensity to the residue of the subject Property.
8. Vacation/Abandonment of Portions of Summit Street and Lamb Street. 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 an area of R-O-W to be abandoned/vacated, the Applicant shall obtain vacation and/or abandonment of approximately 3.1941 acres of R-O-W for Summit Street and Lamb Street, shown on the Rezoning Plat sealed on December 7, 2000, and prepared by BC Consultants, on which these areas are identified as areas to be vacated. In the event the Board does not approve the vacation and/or abandonment of these portions of Summit Street and Lamb Street as defined above, and failure to obtain such approval precludes development in substantial conformance with the CDP/FDP (including the alternative layout inserts shown thereon), 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 R-O-W 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-029 (and its successors and assigns, hereinafter collectively referred to as "Pulte") and with the Applicant in RZ

2000-SU-043 (and its successors and assigns, hereinafter collectively referred to as "Winchester" or "Applicant") (all hereinafter collectively referred to as "FairCrest"). Pursuant to the Cost Sharing Agreement, the parties shall provide for (i) the construction and maintenance of the Main Recreational Facilities as defined in Paragraph 16; (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 and certain portions of Leland Road; and (iv) the public land dedications for transit, school, Arrowhead Park, I-66 flyover, Spine Road, and Pond uses. Any commitment by the Applicant within these proffers to construct an improvement may also be accomplished by one of the other parties, 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. Transportation Improvements.

- A. Spine Road. In accordance with the CDP/FDP, the Applicant shall dedicate and convey in fee simple to the Board up to fifty-seven (57) feet of R-O-W for the portion of the Spine Road located on the Property, and shall provide for the construction of a standard four-lane divided road section with curb, gutter, sidewalk and right and left turn lanes on the Property within said R-O-W, in accordance with the CDP/FDP and these proffers. Further, the Applicant shall, with Pulte, provide for the design and construction of the Spine Road in accordance with the CDP/FDP and the following schedule:
1. Prior to the issuance of the 200th 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 of 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 Paragraphs 10(A)(3) and 10(A)(5) below, as appropriate;
 2. Prior to the issuance of the 400th RUP within FairCrest, a four-lane divided Spine Road shall have been constructed and the road shall be in use, as defined in Paragraph 11, below, either (i) from Lee Highway to the multi-family project entrance opposite Land Bay 3 in RZ 2000-SU-029, or (ii) from Stringfellow Road (whose intersection with the Spine Road shall be constructed, including dual left turn lanes from eastbound Spine Road onto northbound Stringfellow Road, consistent with the schematic shown on Sheet 3 of the CDP/FDP in RZ 2000-SU-029) to the multi-family project entrance opposite Land Bay 3 in RZ 2000-SU-029;
 3. At the same time the initial Spine Road phase identified in Paragraph 10(A)(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 10(A)(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 11 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 from Lee Highway to Stringfellow Road, whichever first occurs, traffic signals shall have been designed and constructed at both those intersections, to the extent approved by VDOT;
 6. All of the Expenses expended by the Applicant for design and construction of the improvements (other than traffic signal design and construction) referenced in Paragraphs 10(A)(1) through (5) above and the additional Lee Highway frontage improvements and/or escrows identified in Paragraph 10(C) below shall be credited toward the Applicant's Centreville Area Road Fund Contribution in accordance with Paragraph 6 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 no later than final bond release on the Property, whichever first occurs. Applicant shall have no responsibility to design and construct said traffic signal if it has not been warranted by VDOT prior to issuance of the RUP for the 1200th 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. The Leland Road improvements proffered in RZ 2000-SU-043 and RZ 2000-SU-029 shall be constructed concurrent with development of the immediately adjacent residential section therein, except that the portion of Leland Road from Arrowhead Park Drive (a) to the eastern boundary of the RZ 2000-SU-043 Property at Leland Road, shall have been improved and be in use prior to the issuance of the 300th RUP within FairCrest should the initial Spine Road phase be constructed to Stringfellow Road pursuant to Paragraph 10(A)(2) above; or (b) to the Spine Road intersection, shall have been improved and in use prior to the

issuance of the 400th RUP within FairCrest should the initial Spine Road phase be constructed to Lee Highway pursuant to Paragraph 10(A)(2) above.

C. Lee Highway.

1. Improvements.

At the time of construction of the Spine Road from Lee Highway to Leland Road, Lee Highway road widening shall be designed and constructed: (a) along the frontage in RZ 2000-SU-029 to provide (i) a third through lane westbound, (ii) a right turn lane onto northbound Spine Road, and (iii) dual left turn lanes from westbound Lee Highway onto southbound Union Mill Road as generally shown on the Pulte CDP/FDP; and (b) along the frontage in RZ 2000-SU-043 to provide (i) a westbound transitional taper from the improved Spine Road/Lee Highway intersection described immediately above, and (ii) subject to availability of adequate R-O-W, a left turn lane from eastbound Lee Highway onto northbound Spine Road.

2. Eminent Domain.

The Applicant shall diligently pursue acquisition of any necessary off-site R-O-W and/or temporary or permanent easements, to construct the transitional taper and turn lane referenced in subparagraphs 10(c)(1) (b)(i) and (ii) above. If the R-O-W and/or temporary or permanent easements are unavailable, the Applicant shall request Fairfax County to acquire necessary R-O-W and/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 R-O-W 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 R-O-W and/or temporary or permanent easements to be acquired; and
- d) A Letter of Credit 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 R-O-W 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 other costs incurred by Fairfax County in acquiring the R-O-W and/or temporary or permanent easements shall be paid to Fairfax County by the Applicant upon demand.

11. Roads in Use. All public streets shall be constructed in accordance with the PFM and/or VDOT standards, as determined by DPWES. 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 prior to bond release shall be diligently pursued by the Applicant and shall be accomplished prior to final bond release.
12. Private Streets. All private streets will be constructed with materials and depth of pavement standards consistent with public street standards in accordance with the PFM, as determined by DPWES. The Homeowners Association ("HOA") for the respective development areas shall be responsible for the maintenance of all private streets within that HOA's development area. The HOA documents shall expressly state that the HOA shall be responsible for the maintenance of the private streets serving that HOA's development area.
13. 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 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 Urban Forester 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 as determined by the Urban Forester, to return the area as nearly as reasonably possible to its condition prior to the disturbance, as determined by the Urban Forester.
14. 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 shall be submitted to the Urban Forestry Branch of DPWES for review and approval as part of the first site plan/subdivision plan submission, respectively, for each of the sections to be developed with residential units. (A tree preservation plan shall not be required in conjunction with the filing of a public improvement plan for a roadway or for

the Pond.) These tree preservation plans shall be prepared by a certified arborist and coordinated with and approved by the 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 utilities, utility lines, and/or 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. The Urban Forester may require modifications of such plans to the extent these modifications do not alter the number of dwelling units shown on the CDP/FDP, reduce the size of the proposed units, significantly move their location on the lot, or require the installation of retaining walls greater than 2 feet in height and not to exceed 50 square feet of wall face. The tree preservation plan shall include the following elements:

- A. A tree survey which identifies the species, size, dripline and condition of all trees 12" and greater in diameter located within 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 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, and 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 10x12 inches and read: "TREE PRESERVATION AREA - KEEP OUT."

The Umbrella HOA and other HOA documents shall require that no structures (other than utilities, utility lines, and/or trails as provided hereinabove) or fences 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; and/or (ii) selective maintenance to remove noxious and poisonous weeds.

- 15. 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. Stormwater management facilities/Best Management Practices ("BMPs") shall be provided as generally depicted on Sheet 9 of the CDP/FDP, including the design amenities shown thereon. In order to implement this pond design, it is understood that the Applicant shall request a waiver from DPWES in order to provide a wet pond in a residential neighborhood, and to allow full drainage of the pond through alternative means, as approved by DPWES. Should the wet pond waiver not be approved by DPWES, at the time of recordation of the record plat the Applicant shall construct a dry pond in accordance with PFM requirements and shall grant an easement to Fairfax County, in a location approved by DPWES at the time of final site plan/subdivision plat approval, to provide access to the facility for maintenance by Fairfax County. In order to restore a natural appearance to the proposed stormwater management pond, a landscape

plan shall be submitted as part of the first submission of the site plan and/or subdivision plan for this pond showing extensive replacement planting in appropriate planting areas surrounding the pond, in keeping with the planting policies of DPWES. This replacement planting shall utilize a variety of native tree species and be designed for low maintenance. The minimum requirements for the sizes and quantities of replacement trees for the pond shall be as specified in the PFM. At the time of recordation of the record plat, the Applicant shall convey the stormwater management facility to the relevant HOA for stormwater management/BMP purposes. The HOA shall maintain all landscaping adjacent to such stormwater management facility and the facility itself if it is approved as a wet pond.

16. Homeowners' Associations. In connection with the development of FairCrest, an Umbrella Homeowners' Association (the "Umbrella HOA") shall be created. The responsibilities of the Umbrella HOA shall include, but not necessarily be limited to: funding and maintenance of the swimming pool, clubhouse, bicycle parking rack or racks, tot lot and tennis courts and the appurtenant open space and parking areas (collectively, the "Main Recreational Facilities") to be located within the main recreational center on the Property as shown on the CDP/FDP. All of the residents of the proposed developments within FairCrest except for the multi-family units that are proposed as part of RZ 2000-SU-029, which multi-family units shall not share in the cost of maintaining the aforesaid Main Recreational Facilities, shall be members of the Umbrella HOA with equal access to the Main Recreational Facilities.

Individual neighborhoods shall be subject to the HOA for their respective development areas, established for the care, operation and maintenance of private streets, parking, sidewalks, pedestrian trails, common open space areas, recreational facilities, and the stormwater management pond if it is a wet pond, within such development areas which are not owned and/or maintained by the Umbrella HOA. Prior to entering into a Contract of Sale, the initial purchasers of homes shall be notified in writing by the Applicant of (i) their maintenance responsibility for the private streets, recreational and open space areas, and wet pond serving their respective development area, 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.

17. 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) a community tot lot which conforms to PFM standards in the location generally depicted on the CDP/FDP and which is generally consistent with the quality shown on Sheet 9 of the CDP/FDP, and (ii) trails in the general locations depicted on Sheet 8 of the CDP/FDP. The Main Recreational Facilities shall be constructed in the location generally depicted on the CDP/FDP generally consistent with the quality shown on Sheets 9 and 15 of the CDP/FDP;

- B. Applicant shall contribute to Fairfax County \$955 per market rate unit, not to exceed a total value of \$278,860, and shall be credited against that contribution the cost of the design and construction of the above recreational improvements constructed on-site, including its share (as demonstrated to and determined by DPWES) of the cost of the Main Recreational Facilities (all collectively hereinafter the "Recreation Expenses"), but not including the cost of any trails shown on the County's Comprehensive Trail Plan. In the event the total cost of the Recreation Expenses is less than the proffered \$955 per market rate unit, the Applicant shall provide a cash contribution to the Park Authority for the remainder of the recreational facility contribution ("Park Contribution"), to be used solely for development of park facilities on Arrowhead Park and/or on the park/school sites to be dedicated pursuant to RZ 2000-SU-029, at the time of issuance of the 531st RUP, exclusive of the multi-family units, within FairCrest.

To avoid overpayment and the necessity for subsequent refunds, said Recreation 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 to DPWES requests for credit for Recreation Expenses towards the Park Contribution, the Applicant shall coordinate its requests with the requests of the Applicants in RZ 2000-SU-043 and RZ 2000-SU-029, so that DPWES can review a combined request for such credit. Such requests shall be accompanied by the documentation required by DPWES in its administration of the Park Contribution ordinances and policies; and

- C. The Main Recreational Facilities shall be in place prior to the issuance of the RUP for the 531st unit, exclusive of the multi-family units, within FairCrest.
18. Energy Efficiency. All homes constructed on the Property shall meet the thermal standards 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.
19. 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.
20. Open Space. At the time of recordation of the subdivision/site plans for each relevant section, the Applicant shall convey all open space parcels and all open space areas outside private lot lines to the relevant HOA for ownership and maintenance.
21. Residential Noise Attenuation. 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:
1. 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; 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 and not otherwise shielded by structures or topography, such facade 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.
 2. 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 facade 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 (i) 65 dBA Ldn for privacy yards and outdoor recreational areas exposed to noise levels from I-66 in excess of 65 dBA Ldn, and (ii) 75 dBA Ldn for residential units, or upper levels thereof, exposed to noise levels from I-66 in excess of 75 dBA Ldn, the Applicant shall construct a noise attenuation structure within the I-66 R-O-W. Said noise attenuation structure shall be coordinated in style and material with the noise attenuation structure proposed as part of RZ 2000-SU-029 (the "029 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 run the entire length of the Property's frontage along I-66, shall be flush to the ground and to the 029 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 5lb/ft². Unless otherwise modified pursuant to Paragraph 21(C) below, the height of the Noise Structure shall vary from a height of 18 feet at its lowest to a maximum height of 34 feet. 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, unless appropriate noise mitigation measures to achieve interior levels of 45 dBA or less such as the Noise Structure are provided as approved by DPWES. Neither the Applicant nor the HOA shall not be responsible for restoration, removal, relocation or reconstruction of said noise barriers if such noise barriers are 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 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 reduced if the refined acoustical analysis demonstrates that noise is adequately mitigated by a smaller structure, provided such wall shall meet VDOT noise barrier standards and can be accepted into the VDOT system for maintenance.

22. ADU Compatibility. The façades of ADU units shall be of an architectural style and be constructed with exterior facade treatments, such as facade materials, shutters and other architectural ornamentation generally compatible with the market rate units in the development. The ADU units shall be dispersed among the twenty foot wide market rate units.
23. Density Credit. All intensity of use attributable to land areas dedicated and conveyed to the Board or the FCPA pursuant to these proffers shall be subject to the provisions of Paragraph 4 of Section 2-308 of the Zoning Ordinance and is hereby reserved to the residue of the subject Property.
24. Conservation Easement. A conservation easement, to the benefit of the HOA in a form approved by the County Attorney, shall be provided for the protection of (i) the landscaped buffer referenced in Paragraph 28, and (ii) the open space/wetland areas to be preserved in the vicinity of Lots 11-14, both as shown on the CDP/FDP. If approved by DPWES, the Applicant may provide a wildlife habitat overlook area as shown on the CDP/FDP, which may consist of a wood chip or stone dust trail, tree save, interpretive signs, and birdhouses. The purpose of such conservation easement will be to conserve and preserve the natural vegetation, topography, habitat and other natural features now existing within the referenced areas; to preclude the construction of fences or other structures therein except for necessary trails and/or utilities as approved by DPWES; and to preclude other disturbances except for (a) removal of diseased, dead, dying, or hazardous trees or parts thereof; and (b) selected maintenance to remove noxious and poisonous weeds.
25. Lighting. All common area or public area lighting except entry monumentation/signage lighting shall feature full-cutoff shielding and shall be directed inward and downward to

prevent lighting spilling onto adjacent properties. Street lighting along the Spine Road and Leland Road shall feature full cut-off fixtures. Notwithstanding the aforesaid, uplighting of the entry monumentation signage shall be permitted.

26. Architectural Elevations and Typical Landscaping. The building elevations and typical landscaping for the proposed units shall be generally in character with the conceptual elevations and typical landscaping details as shown on Sheets 3 and 14 of the CDP/FDP, or of a comparable quality as determined by DPWES. Units which have either the rear elevation or the side elevation adjacent to the Spine Road shall include architectural features such as, but not limited to, shutters or other ornamental or architectural features on that elevation which is visible from the Spine Road.
27. Design Coordination with RZ 2000-SU-029 and RZ 2000-SU-043. The Applicant shall provide benches, lighting and entrance features along the Spine Road and Leland Road in coordination with the Applicants of RZ 2000-SU-029 and RZ 2000-SU-043, consistent as to quality and materials with those shown on Sheets 7 and 13 of the CDP/FDP. Final location of street furniture and amenities shall be determined during final site plan review as approved by DPWES.
28. Summit Street Buffer. As shown on Sheet 17 of the CDP/FDP, the Applicant shall provide a 35 foot landscape open space buffer behind proposed lots 15-20, inclusive, and shall not construct any portion of any residential unit, or any addition thereto, on those lots within 80 feet of the western property line adjacent to Tax Map Parcel 54-4-((2))-14; decks may extend into the said 80 foot minimum building setback in accordance with the provisions of Section 2-412 of the Zoning Ordinance. Buffering between the western property line and proposed lot 14 shall be as shown on the CDP/FDP. These landscape buffers shall contain preserved landscaping and supplemental plantings, as approved by the Urban Forestry Branch.
29. 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 8 of the CDP/FDP). Trails 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. Final trail locations shall be subject to the review and approval of DPWES. The trails network shall consist of: 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 five foot (5') concrete sidewalk shall be provided on each side of the Spine 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. A pedestrian trail connection shall be provided to the Summit Street cul-de-sac as shown on the CDP/FDP.
30. Blasting. In the event blasting is necessary, before any blasting occurs on the Property the Applicant shall: (i) ensure 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, serving residences on properties whose owners permit such inspection, located within 500 feet of the blasting site (the "Inspected Wells"). 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 either (i) 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 (ii) pay for hook-up of public water to serve any house whose well has been damaged by blasting on the Property.

31. Public Water. A 24" water line shall be constructed within the Spine Road R-O-W from Lee Highway (i) to Stringfellow Road, or (ii) to the transit site referenced in Paragraph 9 by way of the transit access road from the Spine Road, as determined by DPWES in coordination with the Fairfax County Water Authority ("FCWA") and the Fairfax Department of Transportation ("DOT"). The Applicant shall be reimbursed, as determined by FCWA pursuant to FCWA policies, by the FCWA for Applicant's cost for such line in excess of such cost attributable to the size line required to serve FairCrest. The Applicant shall also dedicate to Fairfax County, at the time of record plat approval for the adjacent development area, an easement for a public water connection from the Summit Street cul-de-sac constructed on the Property to the nearest public water main within the Property.
32. Illegal 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 the marketing and sale of the residential units on the Property to adhere to this Proffer.
33. Counterparts. To facilitate execution, this Proffer Statement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of all the parties to the Proffer Statement appear on each counterpart of this Proffer Statement. All counterparts of this Proffer Statement shall collectively constitute a single instrument.
34. Successors and 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, assigns, and/or developer(s) of the site or any portion of the site.

[SIGNATURES ON FOLLOWING PAGES]

WINCHESTER HOMES, INC.

*Applicant and Title Owner of Parcels 55-3-((2))-68
and 69*

By: *Peter T. Johnson*
Peter T. Johnson, Vice President

MARGARET G. COVINGTON

Title Owner of Parcels 54-2-((2))-6 and 7

Margaret G. Covington
by Peter T. Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

MARIKA P. EVANS

Co-Owner of Parcel 54-4-((2))-15

Marika P. Evans
by Peter T. Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

JOHN R. EVANS

Co-Owner of Parcel 54-4-((2))-15

John R. Evans
by Peter T. Johnson
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

REBECCA COHEN-PARDO

Co-Owner of Parcel 54-4-((2))-15

Rebecca Cohen-Pardo
by Peter Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

EMMA E. SCHNEIDER, TRUSTEE

Co-Owner of Parcels 54-4-((2))-16 and 17

Emma E. Schneider, Trustee
by Peter Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

BOYD A. MAYS, TRUSTEE

Co-Owner of Parcels 54-4-((2))-16 and 17

Boyd A. Mays, Trustee
by Peter Johnson
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

A. MORINE UPTON, TRUSTEE

Title Owner of Parcel 54-4-((2))-18

A. Morine Upton, Trustee
by Peter Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

ROGER D. CORNELL, TRUSTEE

Co-Owner of Parcels 54-4-((2))-47 and 48

ROGER D. CORNELL, TRUSTEE BY STANLEY F. SETTLE, JR. HIS AGENT AND ATTORNEY IN FACT

BY *S.F.*

Stanley F. Settle, Jr., his agent and attorney-in-fact

ROGER D. CORNELL, TRUSTEE BY RICHARD D. Di BELLA, HIS AGENT AND ATTORNEY IN FACT

BY *Richard D. DiBella*

Richard D. DiBella, his agent and attorney-in-fact

FRANCES B. CORNELL, TRUSTEE

Co-Owner of Parcels 54-4-((2))-47 and 48

FRANCES B. CORNELL, TRUSTEE BY STANLEY F. SETTLE, JR. HER AGENT AND ATTORNEY IN FACT

BY *S.F.*

Stanley F. Settle, Jr., her agent and attorney-in-fact

FRANCES B. CORNELL, TRUSTEE BY RICHARD D. Di BELLA, HER AGENT AND ATTORNEY IN FACT

BY *Richard D. DiBella*

Richard D. DiBella, her agent and attorney-in-fact

PULTE HOME CORPORATION

Contract Purchaser of Parcels 54-4-((2))-47 and 48

BY: *S.F.*

Stanley F. Settle, Jr.
Attorney-in-Fact

WILLIAM P. SENEKER

Co-Owner of Parcels 55-1-((2))-19 and 20

William P. Seneker by Peter Johnson, his agent and attorney-in-fact

BY *Peter T. Johnson*

Peter T. Johnson, his agent and attorney-in-fact

PEGGY J. SENEKER

Co-Owner of Parcels 55-1-((2))-19 and 20

Peggy J. Seneker
by Peter Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

EDITH S. DEVEREAUX

Title Owner of Parcel 55-1-((2))-21

Edith S. Devereaux
by Peter Johnson
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

MARTIN W. DEVEREAUX

Co-Owner of Parcel 55-1-((2))-22

Martin W. Devereaux
by Peter Johnson
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

DANIEL P. DEVEREAUX, TRUSTEE

Co-Owner of Parcel 55-1-((2))-22

Daniel P. Devereaux, Trustee
by Peter Johnson
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

LINDA C. DEVEREAUX, TRUSTEE

Co-Owner of Parcel 55-1-((2))-22

*Linda C. Devereaux, Trustee
by Peter T. Johnson.*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

GABRIEL I. SARATE

Co-Owner of Parcel 55-1-((2))-23

*Gabriel I. Sarate
by Peter T. Johnson.*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

IRENE S. SARATE

Co-Owner of Parcel 55-1-((2))-23

*Irene S. Sarate
by Peter T. Johnson.*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

JAMES S. SARGENT

Title Owner of Parcel 55-1-((2))-38

*James S. Sargent
by Peter T. Johnson.*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

SAMUEL M. BREWER

Title Owner of Parcels 55-1-((2))-39 and 42;
55-3-((2))-65, 66 and 67

*Samuel M. Brewer
by Peter Johnson,*

BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

MARY V. SQUIRES

Co-Owner of Parcel 55-1-((2))-40.

*Mary V. Squires
by Peter Johnson.*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

ELLEN VIRGINIA DICKENSON

Co-Owner of Parcel 55-1-((2))-40

*Ellen Virginia Dickenson
by Peter Johnson.*

BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

ESTATE OF ELSIE L. OLIVER

Title Owner of Parcel 55-1-((2))-41

*Estate of Elsie L. Oliver
by Peter Johnson.*

BY: *agent and attorney-in-fact*
Peter T. Johnson, agent and attorney-in-fact

JESUS SAUCEDO, JR.

Co-Owner of Parcel 55-1-((2))-43

Jesus Saucedo Jr.
by Peter Johnson,
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

POLLY SAUCEDO

Co-Owner of Parcel 55-1-((2))-43

Polly Saucedo
by Peter Johnson,
BY *her agent and attorney-in-fact*
Peter T. Johnson, her agent and
attorney-in-fact

WILLIAM P. PRINGLE, JR.

Co-Owner of Parcels 55-3-((2))-44 and 45

William P. Pringle, Jr.
by Peter Johnson,
BY *his agent and attorney-in-fact*
Peter T. Johnson, his agent and
attorney-in-fact

ESTATE OF RUTH M. MILLER

Co-Owner of Parcels 55-3-((2))-44 and 45

Estate of Ruth M. Miller
by Peter Johnson,
BY *agent and attorney-in-fact*
Peter T. Johnson, agent and attorney-in-fact

