

PROFFERS

PULTE HOME CORPORATION LAUREL HILL - NORTH

RZ 2001-MV-026

October 19, 2001

Pursuant to Section 15.2-2303(a) Code of Virginia, 1950, as amended, Pulte Home Corporation, Inc. (the "Applicant"), for themselves, their successors, and assigns in RZ 2001-MV-026, filed for property identified as Tax Map 106-4 ((1)) 54 pt. (hereinafter referred to as the "Application Property"), hereby proffers the following, provided that the Board of Supervisors approves a rezoning of the Application Property to the R-1 District for residential development on approximately 22.25 acres.

1. GENERALIZED DEVELOPMENT PLAN ("GDP")

- a) Development of the Application Property shall be in substantial conformance with the GDP, consisting of four (4) sheets prepared by Dewberry & Davis LLC, dated April 9, 2001 and revised through August 30, 2001.
- b) Pursuant to Paragraph 5 of Section 18-204 of the Ordinance, minor modifications from the GDP may be permitted as determined by the Zoning Administrator. The Applicant reserves the right to make minor adjustments to the layout, building orientation, internal lot lines, off-lot parking, and lot sizes of the proposed subdivision at time of subdivision plan submission based on final house locations, grading, building footprints, utility locations, and final engineering design, provided that such adjustments do not increase the total number of units, that the general orientation of the dwelling units on the pipestem lots and other lots nearby are as shown on the GDP, the amount and location of open space, tree save, parking, or distances to peripheral lot lines is not decreased, and are in substantial conformance with the GDP.

2. VEHICULAR TRANSPORTATION

- a) Subject to Virginia Department of Transportation ("VDOT") and Department of Public Works and Environmental Services ("DPWES") approval, the Applicant shall dedicate and convey in fee simple to the Board of Supervisors right-of-way ("ROW") up to a width of approximately forty-five (45) feet from the centerline along the Application Property's Pohick Road frontage as shown on the GDP. Dedication shall be made at the time of subdivision plan, or upon demand from either Fairfax County or VDOT, whichever shall first occur.
- b) Turn lanes shall be constructed along the Application Property's Pohick Road frontage where traffic volumes warrant their construction, as determined by VDOT and DOT.

open space is conveyed to the HOA, at which time the HOA shall have the maintenance responsibility.

- c) The Applicant shall establish a HOA for the proposed development to own, manage and maintain the open space and recreational facilities, if any. Restrictions placed on the uses of the open space and maintenance responsibilities of the HOA, including maintenance of open space, private drives, and recreational facilities, if any, shall be disclosed to all prospective homeowners in a disclosure memorandum at the time of initial contract execution and included in the HOA documents.
- d) At the time of subdivision plan approval, the Applicant shall designate the limits of clearing and grading, as generally shown on the GDP, to be observed during construction on the subdivision plan. The Applicant shall retain a certified arborist to prepare a tree preservation plan to be reviewed by the Urban Forestry Division as part of the first subdivision plan submission. The tree preservation plan shall consist of a tree survey which includes the location, species, size, crown spread and condition rating percentage of all trees twelve (12) inches or greater in diameter twenty-five (25) feet to either side of the proposed limits of clearing and grading for the tree save area shown on the GDP. The condition analysis shall be prepared using methods outlined in the latest edition of The Guide for Plant Appraisal. Specific tree preservation activities designed to maximize the survivability of trees designated for preservation shall be provided. Activities may include, but are not limited to, crown pruning, root pruning, mulching, and fertilization. Further, the Urban Forester shall have the opportunity to review over-lot grading plans, in order to maximize on-lot tree preservation. Such measures shall not reduce the number or alter the size of proposed dwelling units.
- e) All trees shown to be preserved on the tree preservation plan shall be protected by tree protection fence, silt fence or diversion dikes. Tree protection fencing shall be erected at the limits of clearing and grading for all tree save areas. The tree protection fencing shall be made clearly visible to all construction personnel. The fencing shall be installed prior to any clearing and grading activities on the Application Property, including the demolition of any existing structures. The installation of tree protection fencing shall be performed under the supervision of a certified arborist.
- f) The Applicant shall minimize runoff from the proposed development above the preservation area to avoid erosion of existing slopes by the use of diversion dikes, or other means approved by DPWES, and drainage swales, or other methods approved by DPWES for the ultimate condition.
- g) A conservation easement, in a form approved by the County Attorney, running to the benefit of the HOA, shall be placed upon all areas designated as "Tree Preservation Area/Open Space", which is HOA common area, and all "Limits of Clearing and Grading" that are located behind the minimum front yard setback, and which are on private lots, as shown on Sheet 3 of the GDP. This conservation easement shall not include those areas needed to install and maintain necessary utilities as determined by the Applicant and DPWES. The conservation easement shall be established prior to subdivision plan approval. Restrictions placed on the use of the conservation easement, including that there are to be no structures located within the conservation easement (with the exception of fences which shall be field located and which shall meander around trees

- e) All outfall locations shown on the GDP are conceptual. At the time of subdivision plat review and approval, the outfall devices shall be designed to minimize the potential for stream channel erosion, as determined by DPWES in coordination with the Northern Virginia Soil and Water Conservation District (“NVSWCD”) and the FCPA, through the use of measures to include, but not be limited to, lengthening the outfall pipe or strategically orienting its angle of entry. The Applicant shall put in place appropriate measures (as determined by DPWES and NVSWCD) at the pipe or channel outlet and/or in the stream to protect the stream from erosion.
- f) Each subdivision plat or other plan that contains a stormwater outfall shall incorporate the following:
 - 1) Five (5) field surveyed cross-sections of the receiving stream channel in locations determined by the project's submitting civil engineer, subject to DPWES and NVSWCD approval, to be most susceptible to erosion problems due to soil type or geometric shape. One (1) of the field surveyed cross sections shall be located immediately upstream of the buffer. These sections shall be provided with permanent monuments on each end of the section, with monument coordinates (horizontal and vertical) provided on plans.
 - 2) Sieve analysis to determine soil classification data of stream bank and bed materials from representative channel materials, including the material with the lowest allowable velocity in the receiving stream reach.
 - 3) A calculation of the allowable average channel velocity at each cross-section using methods in accordance with Chapter 5 of the Virginia Erosion and Sediment Control Handbook, Third Edition, 1992.
- g) Most, if not all, of the outfalls are anticipated to be within EQC areas and may be partially or wholly on the property to be owned by the Board of Supervisors (“BOS”) or the FCPA. If such outfall is permitted by the BOS or the FCPA, clearing and grading will be minimized to the maximum extent possible, as determined by DPWES and the FCPA, to provide for piped outfalls and armored outfalls required to achieve adequate outfall. Off-site, temporary and permanent easements, as required by the PFM, will be requested from the County, as may be permitted pursuant to contractual agreement between the Applicant and the County of Fairfax.
- h) Monitoring of Receiving Stream Channels – Pre-construction: Prior to the approval of a subdivision plat that contains a stormwater outfall, the Applicant shall submit a stream monitoring report to DPWES and the NVSWCD that contains the following data for each survey section utilized for the adequate outfall analysis:
 - 1) Location of sections and outfall;
 - 2) Cross-section survey data, consisting of a graphical section drawing, coordinates of surveyed points, and the area of the channel below the plane formed by the section monuments;
 - 3) Photograph of each section; and a
 - 4) Narrative statement describing the status of the stream channel.

feet from the centerline of Pohick Road as ultimately established by the Noise Analysis referenced above, shall employ the following acoustical treatment measures:

- 1) Exterior walls shall have a laboratory sound transmission class (STC) rating of at least 39.
 - 2) Doors and windows shall have a laboratory STC rating of at least 28 unless windows constitute more than 20% of any façade exposed to noise levels of DNL 65 dBA or above. If glazing constitutes more than 20% of an exposed façade, then the windows should have a STC rating of at least 39. However, the Applicant may elect to have a refined acoustical analysis performed to determine minimum STC ratings for exterior walls, windows, and doors; and the STC rating specifications may be reduced based on this analysis, as determined appropriate by DPWES.
 - 3) All surfaces shall be sealed and caulked in accordance with methods approved by the American Society for Testing and Materials (ASTM) to minimize sound transmission.
- d) In order to reduce interior noise to a level of approximately DNL 45 dBA, units within a highway noise impact zone of DNL 70-75 dBA shall employ the following acoustical treatment measures:
- 1) Exterior walls shall have a laboratory sound transmission class (STC) rating of at least 45.
 - 2) Doors and windows shall have a laboratory STC rating of at least 37 unless windows constitute more than 20% of any façade exposed to noise levels of DNL 65 dBA or above. If glazing constitutes more than 20% of an exposed façade, then the windows should have a STC rating of at least 45. However, the Applicant may elect to have a refined acoustical analysis performed to determine minimum STC ratings for exterior walls, windows, and doors; and the STC rating specifications may be reduced based on this analysis, as determined appropriate by DPWES.
 - 3) All surfaces shall be sealed and caulked in accordance with methods approved by the American Society for Testing and Materials (ASTM) to minimize sound transmission.
- e) Nothing herein shall be construed to restrict or otherwise limit the use of upper-level balconies or decks on residential units.

8. HERITAGE RESOURCES

- a) The Applicant has conducted Phase I and Phase II archaeological studies on the Application Property. Prior to any land disturbing activities on the Application Property, the Applicant shall conduct a Phase III archaeological study on that area identified on the Application Property as Site 44FX2487. The study shall be performed by a qualified archaeological professional approved by the Fairfax County Heritage Resources Branch (“Heritage Resources”). The results shall be reviewed and approved by Heritage Resources. Further, any Phase III treatment of archaeological resources shall be in accordance with the Memorandum of Agreement between the General Services Administration, the Bureau of Land Management, the County of Fairfax, the Fairfax

Applicant/ Title Owner of the Application Property/ Former
Potential Contract Purchaser of the Application Property/
Agent for the Former Title Owner of the Application
Property/ Former Contract Purchaser of Meadowood Farm/
Former Title Owner of Meadowood Farm

Pulte Home Corporation

By: _____

Name: Stanley F. Settle, Jr.
Title: Agent/Attorney-in-Fact

AGREEMENT

THIS AGREEMENT (this "**Agreement**") is made as of this 24th day of September, 2001, by Pulte Home Corporation, a Michigan corporation ("**Pulte**") and the County of Fairfax, Virginia ("**County**");

WHEREAS, Pulte is the contract purchaser of an approximate 804.2331 acre tract located on Mason Neck in Fairfax County, Virginia, which is depicted on Exhibit A ("Meadowood Farm Land"); and

WHEREAS, County has agreed to cause to be conveyed fee simple title to the Meadowood Land to the Secretary of the Interior of the United States in exchange for an approximate 285.74 acre tract of land lying north of Silverbrook Road in Lorton depicted on Exhibit B ("Laurel Hill Residential Land") which is currently owned by the United States of America; and

WHEREAS, Pulte wishes to exchange the Meadowood Farm Land for the Laurel Hill Residential Land; and

WHEREAS, pursuant to Public Law 106-522, the County has the right to receive from the Administrator of General Services the Laurel Hill Residential Land if the County has had conveyed to the Secretary of Interior the Meadowood Farm Land; and

WHEREAS, the County is willing to agree to acquire for itself or its designee the Meadowood Farm Land from Pulte on the terms and conditions set forth herein in return for the County conveying the Laurel Hill Residential Land to Pulte after the County acquires the right to acquire same from the United States of America and Pulte thereafter conveying to the County an

approximate 18.5 acre parcel of the Laurel Hill Residential Land as depicted on Exhibit C ("School Site").

NOW, THEREFORE, in consideration of the mutual promises of the parties and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound do hereby agree as follows:

1. **Incorporation.** The recitals hereinabove contained are hereby incorporated herein by reference as if more fully set forth herein.

2. **Pulte's Agreements to Convey.** Pulte agrees, subject to the terms and conditions of this Agreement to transfer and convey the Meadowood Farm Land to the County or its designee concurrently with the County causing the transfer and conveyance of the Laurel Hill Residential Land to Pulte. Pulte further agrees to transfer to the County the School Site within twenty-four (24) months after Pulte's acquisition of the Laurel Hill Residential Land.

3. **County's Agreements to Convey.** County agrees, subject to the terms and conditions of this Agreement, and on or after the date it acquires or designates Pulte to acquire the Laurel Hill Residential Land, to have transferred the Laurel Hill Residential Land to Pulte concurrently and in exchange for Pulte's transfer of the Meadowood Farm Land to the County or its designee.

4. **Conditions Precedent to Obligations of the County.** The obligations of the County hereunder are conditioned upon each and all of the following conditions being satisfied at the time of settlement.

(a) That title to the Meadowood Farm Land shall be acceptable to the County and the Secretary of the Interior in both their discretion.

(b) That the County, at no cost to the County, must have either acquired title to the Laurel Hill Residential Land or have the legal right to designate that the Laurel Hill Residential Land be transferred to Pulte.

(c) That the transfer of the Laurel Hill Residential Land and the Meadowood Farm Land must occur not later than November 1, 2001.

(d) The transfer of the Meadowood Farm Land to the County or its designee shall be at no cost to the County.

(e) That the owners of those lots described in Exhibit D hereto shall have executed and delivered to the County the letter which is attached as Exhibit E or such other document which is acceptable to the County in its sole discretion regarding the prohibition of the owner(s) of such lots to connect to any sanitary sewage treatment plant without the prior approval of the County, in both its proprietary and regulatory capacity, in the Belmont Park Estates subdivision.

5. **Conditions Precedent to Obligations of Pulte.** The obligations of Pulte hereunder are conditioned upon each and all of the following conditions being satisfied at the time of Settlement.

(a) That title to the Laurel Hill Residential Land shall be acceptable to Pulte in its sole discretion.

(b) That Pulte shall have acquired title to the Meadowood Farm Land pursuant to the terms of the contract between Pulte and the fee simple title owner thereof.

(c) The transfer of the Laurel Hill Residential Land to Pulte must occur by no later than November 1, 2001.

6. **Settlement.** Provided all of the conditions precedent contained in paragraphs 4 and 5 are satisfied, settlement ("Settlement") shall occur as soon as possible, which date shall in no event be later than November 1, 2001.

7. **Conveyance of School Site.** Provided that Pulte shall have acquired the Laurel Hill Residential Land, Pulte agrees to convey to the County or its designee, without additional consideration, the School Site described in Exhibit C not later than twenty-four (24) months from the date on which Pulte acquires the Laurel Hill Residential Land. The School Site shall contain not less than 18.5 acres and shall be net of any right-of-way dedications. The School Site shall be conveyed to the County or its designee by special warranty deed and free of liens and encumbrances, and also free of any easements, covenants or rights of way imposed upon the School Site are not of record as of the date hereof unless consented to in writing by County. Pulte shall not take or permit from the date hereof any action with respect to the School Site which would adversely affect the School Site or title thereto, including without limitation that Pulte shall neither undertake nor permit any action which could create or permit any claim for mechanic's, materialmen's or other liens on the School Site, nor shall Pulte at any time cause or permit any reportable quantities of Hazardous Materials, as defined below, to be placed upon, released into, or stored at the School Site. The term "Hazardous Materials" as used herein, means (1) any substance, product, waste, or other material of any nature whatsoever that is listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); Hazardous Materials Transportation Act, 49 U.S.C. § 5101, *et seq.*; Resource Conservation and Recovery Act, 42 U.S.C. § 6091 *et seq.* ("RCRA"); Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; Clean Water Act, 33 U.S.C., § 1251 *et seq.*; Emergency Planning and Community Right of Know Act of 1986, 42

U.S.C. § 11001 *et seq.*; and the Virginia State Water Control Law, Va. Code Ann. § 62.1-44.2 *et seq.*; and (ii) any substance, product, waste or other material of any nature whatsoever that may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (iii) petroleum or crude oil or products thereof, other than petroleum and petroleum products that are contained within regularly-operated motor vehicles; and (iv) asbestos. Pulte hereby agrees to indemnify and hold harmless the County and any successors to the County's interest in the School Site from and against all claims, expenses, costs, damages, losses and/or other liabilities including without limitation attorneys' fees, including the value of legal services if provided by the Fairfax County Attorney Office, of whatsoever nature that may be asserted regarding Hazardous Materials, liens or other matters pertaining to the School Site caused by Pulte's failure to comply with the foregoing. Pulte shall also demolish and remove all improvements from the School Site property in accordance with all applicable laws and regulations as soon as possible after the license issued to the District of Columbia Department of Corrections expires on March 31, 2002. This Paragraph 7 shall survive settlement. If Pulte defaults on its obligations under this Paragraph 7, County shall have all rights and remedies permitted by law including, without limitation, specific performance and/or damages.

8. **Grant of Off-Site Easements**

Provided that Pulte acquires title to the Laurel Hill Residential Land and further provided that the County or a designee of the County acquires title to the proposed future park land, which is located south of Pohick Road and north of Silverbrook Road (the "Proposed Park Land"), the County in consideration of the agreements of Pulte as set forth in Paragraph 9 of this Agreement

agrees to grant or cause to be granted to Pulte on, over and through the Proposed Park Land for the benefit of the Laurel Hill Residential Land, both temporary construction and permanent off-site easements (i) for the purpose of satisfying BMPs (Best Management Practices) for the development to be constructed on the Laurel Hill Residential Land (the "Conservation Easements"); (ii) sanitary sewer easements ("Sanitary Sewer Easements"); (iii) storm sewer easements ("Storm Sewer Easements"); (iv) right of way dedication ("Right of Way Dedication); (v) trail easements (the "Trail Easements") and (vi) temporary construction easements for grading (the "Temporary Construction Easements for Grading (loop road)"). The Conservation Easements, the Sanitary Sewer Easements, the Storm Sewer Easements, the Right of Way Dedication, Trail Easements and the Temporary Construction Easements for Grading (loop road) being collectively referred to herein as the "Off-Site Easements").

The location and extent of the Off-Site Easements required to be granted to Pulte by the County or its designee is generally as shown on that drawing entitled "Exhibit Showing Conceptual Off-Site Easements" dated August 30, 2001 and revised September 21, 2001, prepared by Bowman Consulting Group attached as **Exhibit 1** hereto. The obligation of the County or its designee to grant the aforesaid Off-Site Easements shall be expressly subject to the following additional conditions:

(a) The precise location of any Off-Site Easement granted herein shall be subject to the review and approval of Fairfax County and the Fairfax County Park Authority (the "Park Authority") in their sole discretion. Any facilities to be constructed within said easements and the methods of construction with respect to any such facilities shall be designed and constructed in such a manner as to minimize the environmental impact on environmentally sensitive areas such as wetlands, steep slopes, trees, environmental quality corridors, streams, and stream beds.

The final design of such easements and facilities and methods of construction shall be subject to the review and approval of the County and the Park Authority in their sole discretion.

(b) Unless otherwise specifically permitted or required by the County, or if otherwise noted on **Exhibit 2**, no permanent storm sewer easement may exceed fifteen (15) feet in width and no temporary storm sewer easement for construction of storm sewer may exceed an additional twenty (20) feet in width. In addition, any storm sewer system installed by Pulte within said Storm Sewer Easements shall be required to be closed storm sewer systems for the purpose of outfalls, creating concentrated flows from the Pulte property line to a defined bed and bank condition. The installation of storm sewer facilities within the Off-Site Storm Sewer Easements to be granted hereunder shall be in substantial conformance with the location of such facilities as shown on **Exhibit 1** and as more specifically depicted in that drawing entitled "Exhibit Showing Conceptual Sanitary Storm Sewer, Right-of-Way and Temporary Construction Easements" dated August 30, 2001 revised through September 21, 2001, prepared by Bowman Consulting Group and attached as **Exhibit 2** hereto. The precise location of the Off-Site Storm Sewer Easements and the construction requirements for the installation of storm sewer facilities within such Off-Site Storm Sewer Easements shall be subject to the review and approval of the County and the Park Authority, in their sole discretion.

(c) Unless otherwise specifically permitted or required by the County, or as otherwise noted on **Exhibit 2**, no Permanent Off-Site Sanitary Sewer Easement shall exceed ten (10) feet in width and no temporary Construction Sanitary Sewer Easement shall exceed an additional twenty (20) feet in width. The installation of sanitary sewer facilities within the Off-Site Sanitary Sewer Easements to be granted hereunder shall be in substantial conformance with the location of such facilities as shown on **Exhibit 1** and as more specifically depicted in that

drawing entitled "Exhibit Showing Conceptual Sanitary, Storm Sewer, Right-of-Way and Temporary Construction Easements" dated August 30, 2001 revised through September 21, 2001, prepared by Bowman Consulting Group and attached as **Exhibit 2** hereto. The precise location and methodology of construction of the sanitary sewer lines to be constructed within the Off-Site Sanitary Sewer Easements shall be subject to the review and approval of the County and the Park Authority in their sole discretion, and shall include the field location of sanitary sewer facilities.

(d) Unless otherwise specifically permitted or required by the County no Off-Site Permanent Easement for Laurel Greenway shall exceed twelve (12) feet in width nor shall any Temporary Off-Site Construction Easement for Laurel Greenway exceed an additional eighteen (18) feet in width nor shall any other Permanent Off-Site Trail Easement exceed eight (8) feet in width nor any other Temporary Construction Off-Site Trail Easement exceed an additional fourteen (14) feet in width. The general location of the trails to be constructed within the Off-Site Trail Easements are as shown on the drawing entitled "Exhibit Showing Conceptual Off-Site Easements" dated August 30, 2001 revised through September 21, 2001, prepared by Bowman Consulting Group, attached as **Exhibit 1** hereto. A drawing showing with more specificity the location of the trails to be constructed within the Off-Site Trail Easements entitled "Exhibit Showing Conceptual Off-Site Trails " dated August 30, 2001 revised through September 21, 2001, prepared by Bowman Consulting Group is attached as **Exhibit 3** hereto. The precise final location of both the trail easements and the methods of construction of the trails within the Off-Site Trail Easements shall be subject to the review and approval of the County and the Park Authority in their sole but reasonable discretion.

(e) The Temporary Construction Easements for Grading (loop road) as shown on **Exhibit 2** shall be located generally as shown on **Exhibit 2**. The limits of any clearing and grading into the areas designated for temporary grading easements shall be limited to a distance of twenty (20) feet from the edge of any right-of-way contiguous thereto, provided however that all reasonable precautions shall be taken in connection with any construction activities because they are located in an environmental quality corridor to minimize any adverse impact upon such areas. The precise location of areas to be graded and construction activities within such areas shall be subject to the review and approval of the County and the Park Authority in their sole discretion.

(f) The Right-of-Way Dedication and possible waterline easement shall be located generally as shown on **Exhibit 2**, provided that all reasonable precautions shall be taken in connection with any construction activities within any environmental quality corridor areas to minimize any adverse impact upon such areas.

(g) The provisions of this Paragraph 8 shall survive closing and the conveyance contemplated under this Agreement. If and to the extent the County designates the Park Authority or any other entity to accept title to the Proposed Park Land any such designation and/or conveyance shall be made expressly subject to the provisions of this Paragraph 8.

(h) If either party defaults under its obligations under this Paragraph 8, the defaulting party shall have as against the non-defaulting party all rights and remedies permitted by law, including without limitation specific performance and damages.

9. Consideration for Off-Site Easements

In consideration of the County's agreement to grant the Off-Site Easements on and over the Proposed Park Land as described in Paragraph 8 above. The parties agree, that at such time

as the County and/or the Park Authority shall be required by Pulte to grant any of the Off-Site Easements, Pulte shall be obligated at its sole cost and expense to construct or cause to be constructed at its sole cost and expense on the Proposed Park Land, all off-site trails shown on **Exhibit 3** and shall also be obligated to provide sanitary sewer lines to serve the golf course facility and clubhouse presently contemplated by the Park Authority on the proposed park land south of Silverbrook Road. Pulte's obligation to construct the aforesaid sanitary sewer line shall be subject to the following conditions:

(a) That no pump stations or lift stations shall be required to be installed by Pulte;

(b) That the sewer line/lateral shall not be greater than a 12 inch diameter;

(c) That the sewer line/lateral shall be no more than 4,000 linear feet from any boundary of the Laurel Hill Residential Land (Pulte shall have the obligation at its sole cost and expense to construct the sewer line/lateral to the Property boundary line of the Laurel Hill Residential Land);

(d) That the County and/or Park Authority shall be responsible for securing any and all plan approvals, permits, easements, pro-rata share contributions (other than for the Laurel Hill Residential Land), waivers and all permits including but not limited to a VDOT entrance permit, if any, associated with the installation of the sanitary sewer line/lateral;

(e) Subject to Pulte's contribution obligations described in subparagraph (g) below the County and/or Park Authority, subject to appropriation, will be responsible for paying for all fees associated with plan approval and securing all permits;

(f) That Pulte will contribute an amount not to exceed \$25,000.00 for the preparation of the engineering plans for this project, to be paid on a progress basis, within fifteen (15) days

of written requisition from the County or Park Authority accompanied by reasonable supporting documentation;

(g) That the County or the Park Authority shall notify Pulte once all approvals and permits are in place;

(h) That Pulte shall initiate construction within 90 days of notification from the County or the Park Authority that all permits are in order, provided that all permits and approvals are actually in place and shall complete construction of the sewer line/laterals within 180 days from the commencement of construction or within 270 days from the date of notification whichever is earlier;

(i) That the County and/or the Park Authority shall secure all required plan approvals within four (4) years from the date of this Agreement. In the event that the aforesaid plan approvals and requisite construction permits are not secured by the date that is four (4) years from the date of this Agreement, or such earlier date that the County and/or the Park Authority shall have notified Pulte that it has determined that it will be unable to obtain timely the necessary plan approvals and/or requisite construction permits, Pulte shall have no further obligation to construct the aforesaid sewer line, however not later than the date that is ten (10) days following the expiration of the aforesaid four (4) year period, or such earlier date that the County and/or the Park Authority shall have notified Pulte that it has determined that it will be unable to obtain timely the necessary plan approvals and/or requisite construction permits, Pulte shall be obligated, in lieu of its obligation to construct the sewer line to pay to the County or the Park Authority (if the Park Authority has acquired title to the Proposed Park Land) the sum of Two Hundred Twenty-Five Thousand and No/100 Dollars (\$225,000.00) less the actual verifiable third party engineering expenses, if any, as may have been expended by Pulte as of

said date in connection with the engineering of the sewer line as described in subparagraph (f) above.

(j) The provisions of this Paragraph 9 shall survive closing and the conveyance contemplated under this Agreement. If and to the extent the County designates the Park Authority or any other entity to accept title to the Proposed Park Land any such designation and/or conveyance shall be made expressly subject to the provisions of this Paragraph 9.

(k) If either party defaults under its obligations under this Paragraph 9, the defaulting party shall have as against the non-defaulting party all rights and remedies permitted by law, including without limitation specific performance and damages.

10. **Notice.** All notices hereunder shall be in writing and shall be deemed effective upon receipt by the party at its address set forth below or at such other address as such party may specify by at least (5) days advance written notice to the other party.

If to County: 12000 Government Center Parkway
Suite 552
Fairfax, Virginia 22035
Attention: Mr. Anthony H. Griffin, County Executive

With copy to: Fairfax County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035

If to Pulte: Pulte Home Corporation
10600 Arrowhead Drive
Suite 225
Fairfax, Virginia 22030
Attention: Mr. Stanley F. Settle, Jr.

With copy to: Walsh, Colucci, Stackhouse, Emrich & Lubeley, P.C.
2200 Clarendon Boulevard, 13th Floor
Arlington, Virginia 22201
Attention: Thomas J. Colucci, Esq.

legal holiday. For all purposes under this Agreement, the term "business days" shall be deemed to be all calendar days other than Saturdays, Sundays and legal holidays.

(g) **Appropriation.** The County's obligation to pay any monetary sums pursuant to any provision of this Agreement shall be subject to appropriation.

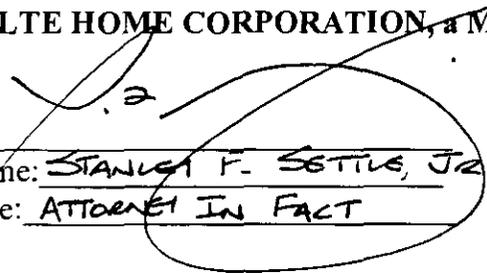
(h) **Mechanics' Liens.** Pulte's obligations to construct improvements hereunder for or on behalf of the County or the Park Authority shall require that all such improvements be constructed free of any mechanics' or materialmen's liens.

(i) **Effective Date.** The Effective Date of this Agreement shall be the date that this Agreement is fully executed by Pulte and County.

(j) **Recordation.** This Agreement may be recorded in the land records by either party at its own expense.

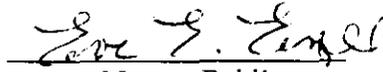
IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered these presents as their own free act and deed.

PULTE HOME CORPORATION, a Michigan Corporation

By: 
Name: STANLEY F. SETTLE, JR.
Title: ATTORNEY IN FACT

STATE OF VIRGINIA
COUNTY OF FAIRFAX: to-wit

The foregoing instrument was acknowledged before me this 24th day of September, 2001, by Stanley F. Settle, Jr., Attorney In Fact of Pulte Home Corporation.


Notary Public

My Commission expires: July 31, 2004

FAIRFAX COUNTY, VIRGINIA

By: At Griffin
Name: ANTHONY H. GRIFFIN
Title: COUNTY EXECUTIVE

STATE OF VIRGINIA
COUNTY OF FAIRFAX: to-wit:

The foregoing instrument was acknowledged before me this 24 day of September, 2001, by Anthony H. Griffin County Executive of Fairfax County, Virginia

Shirley A. Morgan
Notary Public

My Commission expires: 12-31-03

EXHIBITS

- Exhibit A Meadowood Farm Land
- Exhibit B Laurel Hill Residential Land
- Exhibit C School Site
- Exhibit D Lots in Belmont Park Estates to be subject to restriction
- Exhibit E Specimen Letter
- Exhibit 1 Exhibit Showing Conceptual Off-Site Easements
- Exhibit 2 Exhibit Showing Conceptual Sanitary and Storm Sewer, Right-of-way and Temporary Construction Easements
- Exhibit 3 Exhibit Showing Conceptual Off-Site Trails

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