

RZ 2001-SP-041  
CENTEX HOMES - DIX-CEN-GATO  
PROFFER STATEMENT

November 27, 2001  
January 7, 2002  
February 14, 2002  
March 8, 2002  
March 20, 2002  
March 29, 2002  
April 11, 2002  
April 18, 2002  
April 26, 2002  
May 8, 2002  
May 15, 2002  
May 16, 2002  
May 17, 2002

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-2001-SP-041, as proposed, for rezoning from the R-1, R-2 and WS (part) Districts to the PDH-12 District and WS (part) Districts, the owners and Centex Homes (the "Applicant"), for themselves and their successors and assigns, hereby proffer that development of Tax Map Parcels 56-1-((1))-11A, 11B, 27, 28, 29 and 30; 56-1-((2))-1, 2, 3, 4 and 5; 56-1-((3))-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14; 56-1-((4))-4, 6, 7, 8, 9, 10, 11 and 12; 56-1-((5))-6, 7, 8, part 9, part 10, part 11, part 12, part 13, part 14, part 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28; 56-1-((6))-1, 2, 3, 4, 5, 6, 7, 8, 9 and 10; 56-1-((9))-1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21 and 22; 56-1-((11))-A, B, 1, 2, 3A, 4A, 5, 6 and 7; and approximately 10.386 acres of the public rights-of-way ("R-O-W") for Deming Drive, Quality Street and Deljo Drive and portions of Legato Road, Butler Drive, Ruffin Drive, Dixie Hill Road, and Rhett Lane (collectively the "Property"), containing approximately 79.9523 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) sheets prepared by BC Consultants, entitled Dix-Cen-Gato Conceptual Development Plan/Final Development Plan, dated August, 2001, revised through April 29, 2002 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 the existing road network, location and types of units, peripheral setbacks, the maximum number of units, general limits of clearing and grading and the location and amount of open space on the Property; and (ii) the Applicant has the option to request Final Development Plan Amendment ("FDPA") approvals from the Planning Commission in accordance with Section 16-402 of the Zoning Ordinance with respect to

- 29.) South  $56^{\circ} 01' 24''$  East, 137.86 feet to a point being on the Southeasterly line of Parcel E as delineated on a plat of subdivision entitled Glen Alden as recorded in Deed Book 5910 at Page 18 thence binding and running with the Westerly lines of said Parcel E and Parcel C of said Glen Alden as recorded in Deed Book 5843 at Page 1899 the two (2) following courses and distances;
- 30.) South  $07^{\circ} 05' 24''$  East, 883.46 feet to a point, thence;
- 31.) South  $07^{\circ} 06' 04''$  East, 486.09 feet to the point of beginning containing 2,173,745 square feet or 49.90232 acres of land less and except 121,412 square feet or 2.78724 acres of land being Lots 1 through 5 and a adjacent strip of land being 25 feet wide and being part of the right of way of Quality Street, Route 3210 as shown on the aforementioned plat of subdivision entitled Dixie Hill, Section 5 leaving 2,052,333 square feet or 47.11508 acres for a total of 3,482,725 square feet or 79.95235 acres of land for Areas 1 through 4.

This description was prepared without the benefit of a title report which may reveal or discover easements and or rights-of-way not described herein.

the remaining elements. The amenity areas are shown on Sheets 17 and 18, and the minimum amenities within each area shall be provided generally as shown, although final locations and substitutions may be revised at the time of final site plan approval in coordination with the Department of Planning and Zoning.

3. Minor Modifications to Design. Pursuant to Paragraph 4 of Section 16-403 of the Zoning Ordinance, minor modifications from the approved CDP/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 shown to be provided on the Property.
4. Maximum Density. A maximum of 1,087 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 Proffered Condition Amendment ("PCA") application or CDPA/FDPA.
5. Landscaping and Design Amenities.

A. Development Sections.

Landscaping shall be consistent with the quality, quantity and the locations shown on Sheets 6, 7, 10, 12 and 13 of the CDP/FDP. Actual types and species of vegetation shall be determined pursuant to more detailed landscape plans submitted for the applicable development section, at the time of first and all subsequent submissions of the site 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, tot lots, benches, and community mailboxes shall be located generally as depicted on the CDP/FDP, and shall be of a quality consistent with the illustrative shown on Sheet 13 of the CDP/FDP.

B. Streetscape.

Landscaping and design amenities along Legato Road shall be consistent with the streetscape design and details shown on Sheets 16 and 17 of the CDP/FDP, except that landscaping in the VDOT right-of-way shall be subject to VDOT approval. Street trees shall be provided along the frontage of Legato Road adjacent to Tax Map Parcels 56-1-((1))-35 and -36A, however, should VDOT not approve the location of the trees in the VDOT right-of-way, the Applicant shall have no obligation to acquire additional land

from the owners of Tax Map Parcels 56-1-((1))-35 and -36A to accommodate the street trees.

C. Design Amenities

The pocket park, linear park and landscape courtyard design amenities for the development shall be in substantial conformance with those depicted on Sheets 12, 13, 17 and 18 of the CDP/FDP in terms of quality, number, location and design.

6. Right-of-Way Dedication. All road right-of-way ("ROW") dedicated in conjunction with these proffers and/or as depicted on the CDP/FDP shall be conveyed to the Board in fee simple upon demand by Fairfax County (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 22 regarding reservation of development intensity to the residue of the subject Property.
7. Fairfax Center Area Roadway Contribution. The Applicant shall contribute to the Fairfax Center Area Road Fund in accordance with the "Procedural Guidelines" adopted by the Board on November 22, 1982, as amended, subject to credit for all creditable expenses, as determined by the Fairfax County Department of Transportation and DPWES. This contribution is currently specified to be nine hundred forty six dollars (\$946.00) per dwelling unit.
8. Vacation/Abandonment of Deming Drive, Quality Street and Deljo Drive and Portions of Butler Drive, Ruffin Drive, Dixie Hill Road, Rhett Lane and Legato Road. Prior to final approval of any site plan or subdivision plan and release of the record plat for recordation for any development section which includes an area of right-of-way ("ROW") to be abandoned/vacated, the Applicant shall obtain vacation and/or abandonment of the relevant portion of approximately 10.5 acres of ROW for Deming Drive, Quality Street and Deljo Drive and portions of Butler Drive, Ruffin Drive, Dixie Hill Road, Rhett Lane and Legato Road, shown on Sheet 15 of the CDP/FDP, on which these areas are identified as areas to be vacated/abandoned. In the event the Board does not approve the vacation and/or abandonment of these portions of public roadway as defined above, and failure to obtain such approval precludes development in substantial conformance with the CDP/FDP, the Applicant shall obtain a PCA 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. Transportation Improvements.
  - A. Legato Road On-Site Improvements. In accordance with the CDP/FDP, the Applicant shall dedicate and convey in fee simple to the Board ROW for the portion of Legato Road located on the Property, and shall provide for the

construction of a standard four-lane divided road section with curb, gutter, sidewalk on the Property within said ROW, in accordance with the CDP/FDP and these proffers. These improvements shall be constructed as part of the initial phase of development and contemporaneous with development of areas adjacent to Legato Road, and shall be open to traffic no later than the issuance of the 320<sup>th</sup> Residential Use Permit ("RUP").

B. Legato Road Off-site Improvements.

1. Parcel 36A. Unless previously constructed by others, and subject to VDOT approval and the County providing, at no cost to the Applicant, necessary ROW and any necessary easements and/or letters of permission prior to the 320<sup>th</sup> RUP, the Applicant shall construct (i) the off-site at-grade improvements to Legato Road adjacent to Tax Map Parcel 56-1-((1))-36A from the southern boundary of the Property through to the Legato Road intersection with Lee Highway (Route 29), as shown on the CDP/FDP; and (ii) the turn lanes identified in Paragraph 9(D)(1) and -(3), below. In the event the above-mentioned road improvements are constructed by Fairfax County in conjunction with the construction of the fire station on Tax Map 56-1 ((1))-36A, the Applicant shall reimburse the Office of Capital Facilities prior to issuance of the 320<sup>th</sup> RUP for the actual cost of constructing said improvements, but in an amount not to exceed the bond amount required by DPWES for such improvements in conjunction with DPWES approval of the construction drawings referred to in Paragraph 9(B)(3).
2. Parcel 35. Unless previously constructed by others, prior to the 320<sup>th</sup> RUP the Applicant shall construct, subject to VDOT approval, (i) the off-site at-grade improvements to Legato Road adjacent to Tax Map Parcel 56-1-((1))-35 ("Parcel 35") from the southern boundary of the Property through to the Legato Road intersection with Lee Highway (Route 29), as shown on the CDP/FDP, and (ii) the turn lanes identified in Paragraph 9(D)(3) below. In accordance with 9(F) below, the Applicant shall acquire from the owner of Parcel 35 the ROW necessary for as much of the four-lane section and/or turn lanes as are shown on the CDP/FDP as being constructed on Parcel 35. In the event the above-mentioned road improvements are constructed by Fairfax County in conjunction with the construction of the fire station on Tax Map 56-1-((1))-36A and if ROW is acquired from Parcel 35 for the road improvement, the Applicant shall demonstrate failed attempts to acquire the ROW and reimburse the Office of Capital Facilities for the actual cost of constructing said improvements and acquisition of the ROW but in an amount not to exceed (i) the bond amount required by DPWES for such improvements in conjunction with, and (ii) the County ROW acquired by the County from Parcel 35 to the extent such ROW is consistent with DPWES approval of the construction

drawings referred to in Paragraph 9(B)(3) and the costs of the ROW acquired by the County.

3. Legato Road from Lee Highway (Route 29) to Post Forest Drive. Legato Road from Lee Highway (Route 29) to Post Forest Drive shall be available for use by the public no later than the issuance of the 320<sup>th</sup> RUP. The design for the Legato Road improvements shall be prepared by the Applicant and submitted for review by DPWES and VDOT no later than December 31, 2002. In the event that the Fire Station site is under development and its development timeframe requires that Legato Road improvements be completed prior to the Applicant's scheduled completion, the Applicant's Legato Road plan shall be the basis for the construction of the roadway, and the Applicant shall coordinate with the County and shall grant to the County at no cost any necessary easements consistent with the approved plans.
  
- C. Off-site Road Improvements. The Applicant shall provide curb, gutter, sidewalks and streetscaping adjacent to Tax Map Parcels 56-1-((4))-5 and 56-1-((9))-14. These treatments shall be provided consistent with the Applicant's improvement of the immediately contiguous parcels in accordance with the CDP/FDP.
  
- D. Turn Lanes. Subject to VDOT approval, the County providing necessary, as determined by DPWES, ROW and easements on Parcel 36A and Tax Map Parcel 56-1-((15)) 5A, and the acquisition, pursuant to Paragraph 9(F), below, of any required (as shown on the CDP/FDP) off-site right-of-way from any non-County landowner, the Applicant shall construct turn lanes in the following locations:
  1. Dual right turn lanes on southbound Legato Road onto westbound Lee Highway;
  2. If deemed necessary by VDOT, extension of the left turn lane on eastbound Lee Highway onto northbound Legato Road;
  3. Right turn deceleration lane on westbound Lee Highway onto northbound Legato Road;
  4. Right turn deceleration lane from northbound Legato Road onto eastbound Post Forest Drive;
  5. Left turn lane from westbound Post Forest Drive onto southbound Legato Road. To accommodate this improvement, the Applicant may need to acquire ROW from the Post Forest community for appropriate pavement transition; and

6. Left turn lane from eastbound Post Forest Drive onto northbound Random Hills Road if adequate ROW is available at no additional cost to the applicant beyond the ROW required for the turn lane provided in 9(D)(5).

Each required turn lane will be provided concurrent with the immediately adjacent roadway improvements, as appropriate, provided, however, that all turn lanes shall be constructed prior to the issuance of the 320<sup>th</sup> RUP, subject to VDOT approval and the availability of R-O-W pursuant to this Proffer 9(D). In the event any of the above-mentioned road improvements are constructed by Fairfax County in conjunction with the construction of the fire station on Tax Map 56-1-((1))-36A, the Applicant shall reimburse the Office of Capital Facilities prior to issuance of the 320<sup>th</sup> RUP for the actual cost of constructing said improvements and the actual cost of the acquisition, if any, of the ROW from Parcel 35 if not previously acquired by Applicant for the improvements and the Applicant shall demonstrate to the satisfaction of DPWES failed attempts to acquire the ROW, but in an amount not to exceed the bond amount required by DPWES for the respective improvement in conjunction with its approval of the construction drawings referred to in Paragraph 9(B)(3).

- E. Traffic Signals. Prior to the issuance of the first RUP or by October 1, 2003, whichever occurs first, a traffic signal warrant study shall be submitted to VDOT for the Legato Road/Lee Highway intersection. Prior to the issuance of the 320<sup>th</sup> RUP, a traffic signal warrant studies shall be submitted for (i) the Legato Road/Post Forest Road intersection, and (ii) the Legato Road/Ruffin Drive/Dixie Hill Road intersection, subject to the following:
  1. All of the expenses incurred by the Applicant for the warrant study and the design and/or construction of the Legato Road/Route 29 signal shall be credited toward the Applicant's Fairfax Center Road Fund Contribution in accordance with Proffer 7, above.
  2. If approved by VDOT, the traffic signal shall be constructed at the intersection of Legato Road and Lee Highway prior to the issuance of the 320<sup>th</sup> RUP. In the event that the signal is not warranted prior to final bond release, the funds for the signal shall be escrowed with the County until such time as the warrants are met, or five (5) years after final bond release, whichever first occurs. If by five (5) years after final bond release the signal warrants have not been met, these funds shall be transferred into the Fairfax Center Area Road Fund. In the event that the Fire Station site is under development and its development timeframe requires that Legato Road improvements be completed prior to the Applicant's scheduled completion, the Applicant shall coordinate with the County and shall grant to the County at no cost any necessary easements or enter into cooperative work arrangements as are deemed appropriate.

3. Prior to issuance of the 320<sup>th</sup> RUP, the Applicant shall submit traffic signal warrant studies for the intersection of Legato Road and Post Forest Drive and the intersection of Legato Road/Ruffin Drive/Dixie Hill Road.
4. At the time either of the signals referred in Paragraph 9(E)(3) above is warranted or final bond release, whichever occurs first, the Applicant shall contribute \$100,000.00 to be applied toward the cost of either or both of the signals referenced in subparagraph 3, above, or toward the cost of other road improvements within Fairfax Center if neither signal shall have been warranted by that time.
5. In the event the above-mentioned traffic signal at Lee Highway and Legato Road is installed by Fairfax County in conjunction with the construction of the fire station on Tax Map 56-1 ((1))-36A, the Applicant shall reimburse the Office of Capital Facilities prior to issuance of the 320<sup>th</sup> RUP for the actual cost of constructing said improvement, but in an amount not to exceed the bond amount required by DPWES for such improvement in conjunction with its approval of the construction drawings referred to in Paragraph 9(B)(3).

- F. Eminent Domain. With the exception of any potential right-of-way and/or easements needed from County or Park Authority owned land adjacent to Dixie Hill Park, along Post Forest Drive, and/or adjacent to Tax Map Reference 56-1-((1))-36A ("Public Lands ROW") which shall be made available without cost to Applicant, the Applicant shall diligently pursue acquisition of any necessary off-site right-of-way and/or temporary or permanent easements, to construct any improvements, transitional taper and/or turn lanes required as part of the transportation improvements reflected on the CDP/FDP and/or as outlined in these proffers. If the right-of-way and/or temporary or permanent easements are unavailable, the Applicant shall request Fairfax County to acquire the necessary right-of-way and/or temporary or permanent easements, except for the Public Lands ROW, 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:
1. Plans and profiles showing the necessary right-of-way and/or temporary or permanent easements;
  2. 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;
  3. A sixty (60) year title search certificate of the right-of-way and/or temporary or permanent easements to be acquired; and

4. 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 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 after said award has become final. It is further understood that all other 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.
  
10. Bus Shelters. The Applicant shall provide two (2) bus shelters on Legato Road, one on the northbound side, and one on the southbound side, each at locations determined by the Department of Transportation ("DOT"). Nothing in this proffer shall obligate the Applicant to construction a turnoff lane(s) or additional road improvements. Bus shelters shall be maintained by the Umbrella Homeowners Association (as defined in Proffer 16, below), or management companies for the multifamily developments, as determined by the Applicant and as specified in the documents for the respective communities. A concrete platform shall be constructed at the existing bus stop location on eastbound Post Forest Drive; the Applicant, Umbrella Homeowners Association or individual Homeowners Associations (as outlined in Proffer 16, below), and/or management companies shall have no obligation to maintain this platform. If mutually agreed to in writing by the Applicant and DOT, in the event that bus service is not provided along Legato Road prior to final bond release, these funds may be utilized for such other transportation improvements in the area as the Applicant and DOT shall agree upon.
  
11. 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. Each Homeowners Association ("HOA") 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.
  
12. 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 as determined by the Urban Forester. 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.

13. Tree Transplantation. Subject to the identification of appropriate trees for transplantation, 35 of the existing quality trees on this site shall be selected by the Applicant for transplantation in coordination with the Urban Forester. The Applicant shall provide a tree-transplanting plan as part of the first submission site plan/subdivision plan. The tree-transplanting plan shall be prepared by a certified arborist and approved by the Urban Forester. The following items shall be included on the tree-transplanting plan: (i) identification of the existing location and the final location for the plants to be transplanted; (ii) an assessment of the health condition and survival potential of these plants; (iii) identification of the timing of the transplanting in the development process and the proposed time of the year for the transplanting to be performed; (iv) identification of the transplant methods to be used, including the tree spade size; detail of the site preparation materials and methods; (v) explanation of the initial care after transplanting, including mulching and watering; (vi) detailing the long term care measures necessary to ensure the plants' survival; and (vii) the species and sizes of the trees to be transplanted. Replacement values for the trees to be transplanted shall be assigned by the certified arborist and approved by the Urban Forestry Division. If the provisions of the transplanting plan are not fully implemented and/or some of the transplanted trees do not survive, then the replacement value for that tree will be used to replant the designated area. The Applicant shall be permitted to transplant trees to any on-site location on an interim basis to ensure preservation of the trees to be transplanted. This proffer shall not be construed to limit the timing of the transplantation.
  
14. Tree Preservation. For the purposes of maximizing the preservation of trees in the tree save area, the Applicant shall prepare a tree preservation plan for the area defined on the CDP/FDP as "Tree Preservation Area." The tree preservation plan shall be submitted to the Urban Forester for review and approval as part of the first site plan/subdivision plan submission for the immediately contiguous section. (A tree preservation plan shall not be required in conjunction with the filing of a public improvement plan for a roadway or for any of the ponds.) This tree preservation plan 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 area 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 plan 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 as to each such retaining wall. 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 the designated tree save area. The conditions analysis shall be conducted by a certified arborist using methods outlined in the latest edition of the Guide for Plant Appraisal.
- B. The tree save area 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 area and made clearly visible to all construction personnel. Signs shall measure a minimum of 10x12 inches and read: "TREE PRESERVATION AREA - KEEP OUT."
- C. In order to preserve the EQC, the limits of clearing and grading around the EQC shall strictly conform to the limits as shown on the CDP/FDP, subject to installation of necessary utilities, utility lines, and/or trails. The EQC shall remain undisturbed open space with the exception of the removal of diseased, dead or dying trees or other vegetation and selective maintenance to remove noxious or poisonous weeds, subject to the Urban Forester's approval.

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 the tree save area, and that trees in HOA open space areas and the tree save area 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 Sheets 4 and 5 of the CDP/FDP. In order to implement a wet pond design, it is understood that the Applicant shall request a waiver from DPWES in order to provide wet ponds in a residential neighborhood, and to allow full drainage of the pond through alternative means, as approved by DPWES. If approved, the wet ponds shall be maintained by the HOA in accordance with the County standards. The HOA documents shall set forth, among other things, the maintenance responsibility for the wet stormwater management ponds. Should the wet pond waiver(s) not be approved by DPWES, at the time of site plan approval, the Applicant shall construct a dry pond(s) in accordance with PFM requirements. Ponds shall be provided in the areas shown on the CDP/FDP. In the event that dry ponds are provided, the buffers depicted on Sheets 4 and 5 from the stormwater management pond(s) to the existing dwellings shall not be reduced, nor shall the pocket parks, linear parks or other amenity open space areas be reduced in size. Further, the Applicant 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 dry pond stormwater facility for

maintenance by Fairfax County. In order to restore a natural appearance to the proposed stormwater management ponds, landscape plans in substantial conformance with Sheets 11 and 14 of the CDP/FDP shall be submitted as part of the first submission of the site plans and/or subdivision plans for the respective pond showing extensive replacement planting in appropriate planting areas surrounding the ponds, 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 ponds shall be as specified in the PFM and approved by the Urban Forester. At the time of recordation of the record plat, the Applicant shall convey the stormwater management facilities to the relevant HOA for stormwater management/BMP purposes. The HOA shall maintain all landscaping adjacent to such stormwater management.

16. Homeowners Associations. An Umbrella Homeowners Association (the "Umbrella HOA") shall be created. The responsibilities of the Umbrella HOA shall include, but not necessarily be limited to: operation and maintenance of the swimming pool/clubhouse which is not located within the multi-family community, bicycle parking rack or racks, tot lot, and the appurtenant open space and parking areas (collectively, the "Community Recreation Facilities") to be located within the main recreational center, and wet stormwater management ponds on the Property as shown on the CDP/FDP. All of the residents of the proposed units within the Property except for the courtyard multi-family units, which multi-family units shall not share in the cost of maintaining the aforesaid Community Recreation Facilities, shall be members of the Umbrella HOA with equal access to the Community Recreation Facilities. The Umbrella HOA shall also be responsible for the maintenance and upkeep of the on-site bus shelters.

Individual neighborhoods shall be subject to an HOA for their respective development areas: for the care, operation and maintenance of private streets, parking, sidewalks, pedestrian trails, common open space areas, recreational facilities, 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 their maintenance responsibility for the private streets, wet stormwater management ponds, recreational and open space areas. This disclosure 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) four community tot lots which conform to PFM standards, three in the locations generally depicted on the CDP/FDP and one in a location to be determined by DPWES, and which are generally consistent with the quality shown on Sheet 13 of the CDP/FDP; at least two of the four tot lots shall include swings; (ii) trails in the general locations depicted on Sheets 6 and 7 of the CDP/FDP; (iii) the Community Recreation Facilities; (iv) the pool/clubhouse within the multi-family community; and (v) subject to the approval of FCPA, resurfacing of the multipurpose court within Dixie Hill Park. The Applicant shall

clear and rough grade the ballfields and soccer field shown on the school site on the CDP/FDP. The Community Recreation Facilities shall be constructed in the location generally depicted on the CDP/FDP generally consistent with the quality shown on Sheet 13 of the CDP/FDP.

- B. Applicant shall contribute to Fairfax County \$955 per market rate unit, not to exceed a total of \$953,090.00, and shall be credited against that contribution the cost of the design and construction of the above recreational improvements, but not including the cost of sidewalks and the bicycle trail 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 in the vicinity of Dix-Cen-Gato.

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. Such requests shall be accompanied by the documentation required by DPWES in its administration of the Park Contribution ordinances and policies.

- C. The Applicant shall enter into a separate agreement with the Fairfax County Park Authority for the provision of park improvements at Popes Head Estates Park. The purpose of the agreement shall be to provide for the construction to PFM standards by Applicant of \$540,000.00 worth of physical improvements for two (2) complete and usable 90-foot baseball diamonds, without lights or irrigation. However, subject to the mutual agreement of the Park Authority and Applicant, the Applicant may provide land development for the two baseball diamonds or for the entire park or a portion thereof, planning/engineering services, materials, construction, construction management, lighting, irrigation of fields, and/or other in-kind contributions, provided that the Applicant's obligation shall be limited to, and shall not exceed a cost of \$540,000.00. In the event that the requisite engineering and approvals for the agreed upon park improvements are not in place by July 2004 or by a mutually agreed upon extension of that date, the Applicant may contribute \$540,000.00 to the FCPA at a time specified in the Agreement.

18. Energy Efficiency. All homes constructed on the Property shall meet the thermal standards of the CABO Model Energy 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 single family and stacked 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. The minimum driveway shall be 18 feet in length and nine (9) feet in width to permit the parking of vehicles without overhanging into the sidewalk.

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. ADU Compatibility. The ADU units shall be located within the multifamily units and the facades shall be of an architectural style and constructed with exterior façade treatments consistent in appearance with the market rate multi-family units in the development.
22. Density Credit. All intensity of use attributable to land areas dedicated and conveyed to the Board, the Fairfax County School Board (FCSB), the FCPA, or any other County agency 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 Property.
23. Public Dedication. As shown on the CDP/FDP, the area shown as "13.0 Acres to be Dedicated to the Board of Supervisors for School/Park Purposes" (the "Dedication Site") shall be dedicated in fee simple to the Board of Supervisors at the time of recordation of the site plan/subdivision plat for the first adjacent residential section that will create this parcel but in no event later than July, 2005, subject to approval, except that this date may be deferred by mutual agreement between the Applicant and FCSB. Prior to dedication and no later than July 2004, the FCSB shall be provided the right to enter upon the Dedication Site to accomplish such survey, engineering, soils and/or other studies as it deems appropriate, subject to providing Applicant usual indemnification protection for any injury or damage caused by or attributable to FCSB employees, agents, consultants or representatives. Said dedication shall be made subject to the reservation to the Applicant of such temporary construction and/or permanent easement rights as may be necessary to accomplish the work described below and/or installation of trails, roads, and utilities serving the Property, as are approved by DPWES in coordination with FCSB. If permitted by Fairfax County prior to dedication or subsequent thereto if not so permitted, the Applicant shall demolish the existing structures on, clear, and rough grade the Dedication Site as approved by FCSB. Public water and sewer lines shall be extended to the property line of the Dedication Site. In the event the above-mentioned improvements are constructed by FCSB in conjunction with the construction of the School site, the Applicant shall reimburse the FCSB for the actual cost of constructing said improvements, but in an amount not to exceed the bond amount required by DPWES for such improvements in conjunction with DPWES approval of the construction drawings.
24. Lighting. All common area lighting except entry monumentation/signage lighting shall be directed inward and downward to prevent lighting spilling onto adjacent properties; public street lighting and parking deck lighting shall be provided by use of full cut off luminaire fixtures or similar fixtures as approved by Virginia Power. Uplighting of the

entry monumentation signage shall be permitted provided that the lighting is focused directly on the signs, and not at the sky.

25. 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 8, 9, 10, 11 and 12 of the CDP/FDP, as determined by DPWES. Units which have either the side elevation adjacent to Legato 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 Legato Road.
26. Trails. Trails shall be provided at the time of development of the respective areas generally as depicted on Sheets 6 and 7 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. Sidewalks and/or trails shall be provided within the individual neighborhoods as shown on the CDP/FDP. The trails network shall be extended to the Property boundaries and designed to connect to off-site portions of Dix-Cen-Gato, as appropriate. Notwithstanding all of the aforesaid, the Applicant shall have no obligation to construct off-site sidewalks or trails.
27. Public Sewer. If in the design of the sanitary sewer system to serve the Property it is determined by DPWES to be reasonably efficient and cost-neutral to the Applicant, to locate Applicant's sewer lines adjacent to or through any or all of Tax Map Parcels 56-1-((9))-8, -9, -10, -14, -23, -24, -25, -26, -27 and/or 56-1-((4))-3, -5, the Applicant shall provide the owner of each such parcel so located the opportunity to connect to said "adjacent" sewer line at each respective owner's expense. Such connection shall be made by the Applicant, at each such adjacent property owner's expense, at the time of installation of the sewer line "adjacent" to the respective parcel, subject to the granting by each such adjacent property owner of all necessary dedications, easements and/or letters of permission. The Applicant shall provide notice to each of the owners identified above as to, and a minimum of 60 days prior to, installation of the public sewer and demonstrate to the satisfaction of DPWES that notice was provided to property owners who elect not to connect. Each adjacent property owner who elects to have the Applicant construct the connection for the benefit of such adjacent property owner (i) shall be responsible for all design and installation costs incurred by the Applicant, and for all fees, hook up fees, tap fees, and/or connection fees charged by Fairfax County for said connection, and (ii) shall pay Applicant one-half its aforesaid cost prior to beginning of construction and one-half no more than 30 days after completion of construction of said connection. In the event the sanitary sewer system to serve the Property cannot be reasonably extended to any or all of the above Tax Map Parcels in a manner which is cost neutral to the Applicant, as determined by DPWES, the Applicant shall not be required to construct its sewer line in such location(s).

28. Cambryar Pond Access. The Applicant shall provide vehicular and pedestrian access and easements, as determined by DPWES consistent with this CDP/FDP, across the site to provide for maintenance of the stormwater detention pond located within the Cambryar subdivision.
29. Access to the Community Recreation Facilities. At the time of the issuance of the non-RUP for the Community Recreation Facilities, residents of the Cambryar and the Fairfax Ridge communities shall be afforded the opportunity to acquire a membership in the Community Recreation Facilities at the same cost as is allocated to each participating lot within the Property.
30. Butler Drive Temporary Cul-de-Sac. The Applicant shall construct the temporary cul-de-sac for Butler Drive as shown on the CDP/FDP. This cul-de-sac may be removed to provide interparcel access to the adjacent property at such time as access is requested to this property. At the time of subdivision approval, the Applicant shall escrow funds for the future removal of the temporary cul-de-sac which may include scarification, repaving and replanting.
31. Interparcel Access. The Applicant shall record, in a form approved by the County Attorney, interparcel access easements and the necessary construction easements to lots 56-1-((4))-3 and -5, 56-1-((9))-8, -10 and -23 and 56-1-((1))-10, -35, and -36A. The Applicant shall not be required to provide any off-site road improvements other than those specifically outlined in these proffers.
32. Sewer Capacity Analysis. Prior to final site plan approval, the Applicant shall provide a sanitary sewer capacity analysis and demonstrate to the satisfaction of DPWES that the existing sanitary sewer facilities have adequate capacity for the proposed development.
33. Fire Station
  - A. Access. If requested by DPWES, the Applicant shall provide the opportunity for interparcel access from the Property's frontage on Legato Road to Parcel 36A in the general location as shown on the CDP/FDP. A public access easement over said location shall be granted to the benefit of the County. Prior to construction plan approval for Legato Road, the Applicant shall contact the Office of Capital Facilities and offer to design and construct, during Applicant's construction of Legato Road, a right turn lane from northbound Legato Road onto the access road, and the access road, subject to reimbursement by the County for the actual cost of design and constructing said improvements, but in an amount not to exceed the bond amount required by DPWES for such improvements in conjunction with DPWES approval of the construction drawings referred to in Paragraph 9(B)(3). The Applicant shall construct the turn lane and access road at the County's expense or demonstrate to DPWES that the County either did not respond within 45 day of Applicant's written offer or within said 45 days declined the offer to construct the above-referenced turn lane and/or access road.

- B. Waterline. The Applicant shall install a 6-inch waterline stubbed to Parcel 36A concurrent with the development of the Legato Road improvement in front of the Fire Station. The Applicant shall not be responsible for the payment of any tap fees for Parcel 36A. In the event that the Fire Station is developed prior to the extension of the waterline in Legato Road, the Applicant shall grant waterline easements as required by DPWES for the benefit of Parcel 36A. If constructed by the County for the fire station, the Applicant shall reimburse the Office of Capital Facilities for the actual cost of constructing said improvements, but in an amount not to exceed the bond amount required by DPWES for such improvements in conjunction with DPWES approval of the construction drawings referred to in Paragraph 9(B)(3).
- C. Legato Road. Should VDOT approve an additional median break on Legato Road for emergency access from Parcel 36A prior to Applicant's beginning of construction of the Legato Road improvements, the Applicant shall construct said median break and, at the County's expense, exit apron in accordance with the construction drawings for Legato Road. This proffer shall not obligate the Applicant to make any improvements to Parcel 36A to facilitate access to the median break with the exception of providing, at the County's expense, the exit apron.
- D. Signal Conduit. The Applicant shall install one empty 4" conduit from the traffic control signal box at the Lee Highway/Legato Road intersection to the southernmost entrance on Parcel 36A. The Applicant shall not be responsible for providing the pre-emptive traffic control signal.
- E. Sewer. The Applicant shall grant sanitary sewer easements, as required by DPWES consistent with Applicant's development plans, for the benefit of Parcel 36A. Subject to the approval by DPWES of a modification to the PFM standard for maximum depth of manhole construction, to permit Applicant to construct its sewer line to sufficient depth greater than 16' to facilitate provision of sewer service to Parcel 36A at its northwestern property line, the Applicant (i) shall construct a sanitary sewer lateral to said property line and shall be reimbursed by the County Applicant's actual cost of designing and constructing said lateral, or (ii) shall demonstrate to DPWES that the Office of Capital Facilities either did not respond within 45 days of Applicant's written offer to construct said lateral or declined said offer within said 45 days.
34. Manassas Gap Railroad Right-of-Way.
- A. Quitclaim. At the time of the record plat for the contiguous lots, the Applicant shall quitclaim to Fairfax County any rights, title and interest it may have in the Manassas Gap Railroad right of way which is located on Tax Map Parcels 56-1-((5)) 9 through 15, inclusive.

- B. Limits of Clearing and Grading. The Applicant shall strictly conform to the limits of clearing and grading shown on the southern slope adjacent to the Manassas Gap railroad right-of-way, as shown on the CDP/FDP. No encroachment for utilities or any other purpose shall be permitted in this area, except as shown on the CDP/FDP. The limits of clearing and grading shall be protected by a four-foot tree preservation fence in the form of four (4) foot high, 14-gauge welded wire, attached to six (6) foot steel posts driven eighteen (18) inches into the ground and placed no further than ten (10) feet apart. Prominent signs shall be placed on the fencing stating "PRESERVATION AREA - DO NOT DISTURB" to prevent construction personnel from encroaching on these areas. This fencing type shall be shown on the Phase I and II erosion and sediment control sheets. The Applicant shall notify the Park Authority five (5) days in advance of any clearing and grading activities to permit the Park Authority to inspect the preservation fence and ensure its proper location to ensure the preservation of the slopes for the Manassas Gap Railroad.
- C. The Applicant shall install a historic marker for the Manassas Gap Railroad in a location, design and text to be coordinated with the Park Authority.
35. 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.
36. Bicycle Parking. Bicycle parking racks shall be provided in each multi-family community, not including the stacked townhouse condominiums and at each of the pool/community recreation facilities.
37. Fire Station Disclosure. All prospective initial purchasers will be advised in writing of the location of the fire station site on Tax Map Parcel 56-1-((1)) Parcel 36A. This notification shall also be provided in the HOA documents.
38. Dixie Hill Park.
- A. Fencing. The existing boundary of Dixie Hill park 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 the park boundary. 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 the area and made clearly visible to all construction personnel. Construction personnel shall be informed that Dixie Hill park is not to be used for parking or construction staging.

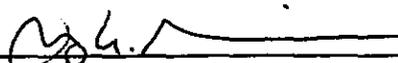
- B. Access. Maintenance vehicle access to Dixie Hill park shall be maintained via a twelve-foot private asphalt driveway constructed by the Applicant from Applicant's proposed road network to the existing entrance to the park. The Applicant shall execute an access easement over the travelway to the benefit of the FCPA for emergency access, monitoring and maintenance purposes. FCPA shall coordinate with FCPS to determine a future permanent means of access for the park.
39. Cambryar Interface. Notwithstanding Applicant's right to construct within any peripheral yard an optional bonus room on the rear of each front-loading townhouse unit consistent with the "Typical Townhouse Lot Layout" shown on Sheet 3 of the CDP/FDP, neither the primary building structure nor the bonus room on the 11 townhouse lots abutting, respectively, Tax Map Parcels 56-1-((17))-8, -9, -10, and -11 ("Cambryar Lots") within the Cambryar Community shall be constructed any closer than 40' to any rear lot line of said Cambryar Lots. Furthermore, Applicant shall not request, nor shall Applicant be granted, any modification of the transitional screening requirements of the Zoning Ordinance adjacent to the rear property line of such Cambryar Lots.
40. Severability. Any of the sections or individual land bays may be the subject of a PCA, CDPA, and/or FDPA without joinder and/or consent of the other sections or land bays, if such PCA, CDPA and/or FDPA does not have any material adverse effect on such other section or land bays. Previously approved proffered conditions or development conditions applicable to the section(s) or land bay(s) not the subject of such a PCA, CDPA, and/or FDPA shall otherwise remain in full force and effect.
41. 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.
42. 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 Property or any portion of the Property.

[SIGNATURES ON FOLLOWING PAGES]

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CENTEX HOMES (a Nevada General Partnership),  
Applicant and Contract Purchaser

BY: CENTEX REAL ESTATE CORPORATION,  
its Managing General Partner

BY:   
Robert K. Davis, Division President

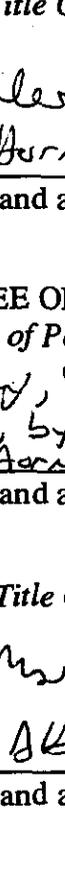
JAMES H. DOUGLAS, JR., Title Owner of Parcel  
56-1-((1))-11A

James H. Douglas, Jr., by ,  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

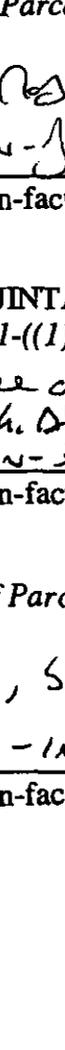
GEORGETTE KOHLER, Title Owner of Parcel  
56-1-((1))-11B

Georgette Kohler, by ,  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

TJINTA E. MAY, TRUSTEE OF THE TJINTA E.  
MAY TRUST, Title Owner of Parcel 56-1-((1))-27

Tjinta E. May, Trustee of the Tjinta  
E. May Trust, by ,  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

IN AE CHI MARSHALL, Title Owner of Parcel  
56-1-((1))-28

In Ae Chi Marshall, by ,  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

DONNA M. ABRAHAMS, Title Owner of Parcel  
56-1-((1))-29

*Donna M. Abrahams, by Robert K. Davis*  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

DENNIS J. MAY, TRUSTEE OF THE CLIFFORD  
DANIEL MAY, JR. TRUST, Co-Owner of Parcel  
56-1-((1))-30

*Dennis J. May, Trustee of the Clifford  
Daniel May, Jr. Trust, by Robert K. Davis*  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

NAOMA L. MAY, TRUSTEE OF THE NAOMA  
LORETTA MAY TRUST, Co-Owner of Parcel  
56-1-((1))-30

*Naoma L. May, Trustee of the Naoma  
Loretta May Trust, by Robert K. Davis*  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

LORON T. HANSEN, Co-Owner of Parcels  
56-1-((2))-1 and 56-1-((9))-13

*Loron T. Hansen, by Robert K. Davis*  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

MARGARET Y. HANSEN, Co-Owner of Parcels  
56-1-((2))-1 and 56-1-((9))-13

*Margaret Y. Hansen, by Robert K. Davis*  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

Dix-Cen-Gato Application  
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MARCELINE C. PLANTE, Title Owner of Parcel  
56-1-((2))-2

Marceline C. Plante, by Robert K. Davis,  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

GARY R. MARTIN, Co-Owner of Parcel  
56-1-((2))-3

Gary R. Martin, by Robert K. Davis,  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

BARBARA A. MARTIN, Co-Owner of Parcel  
56-1-((2))-3

Barbara A. Martin, by Robert K. Davis,  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

ESTATE OF MARY F. PRICE, Title Owner of  
Parcel 56-1-((2))-4

Estate of Mary F. Price, by Robert K. Davis,  
BY: Agent and Attorney-in-Fact as appointed  
Robert K. Davis, agent and attorney-in-fact, as Attorney-in-Fact  
appointed by Executor, John W. Price, under Power of  
Power of Attorney dated March 3, 2002

RICHARD P. HAMMER, Co-Owner of Parcel  
56-1-((2))-5

Richard P. Hammer, by Robert K. Davis,  
BY: Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

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HEATHER D. WELSH, *Co-Owner of Parcel*  
56-1-((2))-5

Heather D. Welsh, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

BARBARA A. THOMASON, TRUSTEE FOR  
THE THOMASON LIVING TRUST, *Title Owner*  
of Parcel 56-1-((3))-1

Barbara A. Thomason, Trustee for the  
Thomason Living Trust, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

PAUL L. RINALDO, *Title Owner of Parcel*  
56-1-((3))-2

Paul L. Rinaldo, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

GEORGE V. FREIMANN, *Co-Owner of Parcel*  
56-1-((3))-3

George V. Freimann, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

BARBARA E. FREIMANN, *Co-Owner of Parcel*  
56-1-((3))-3

Barbara E. Freimann, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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HOWARD E. CRAIG, Co-Owner of Parcel  
56-1-((3))-4

Howard E. Craig, by Ref K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JANE C. CRAIG, Co-Owner of Parcel 56-1-((3))-4

Jane C. Craig, by Ref K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JOHN J. SCERBO, Co-Owner of Parcel  
56-1-((3))-5

John J. Scerbo, by Ref K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

LORI M. DELIO, Co-Owner of Parcel 56-1-((3))-5

Lori M. Delio, by Ref K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DAVID C. WEBB, Co-Owner of Parcel  
56-1-((3))-6

David C. Webb, by Ref K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

ROSEMARIE K. WEBB, Co-Owner of Parcel  
56-1-((3))-6

Rosemarie K. Webb, by Ref K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

KRISTEN H. MANN, Title Owner of Parcel  
56-1-((3))-7

Kristen H. Mann, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JAN L. FOX, Title Owner of Parcel 56-1-((3))-8

Jan L. Fox, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

PETE J. CHAMBERS, Title Owner of Parcels  
56-1-((3))-9 and 56-1-((11))-3A

Pete J. Chambers, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DAVID E. NEES, Co-Owner of Parcel  
56-1-((3))-10

David E. Nees, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

CARLA B. NEES, Co-Owner of Parcel  
56-1-((3))-10

Carla B. Nees, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DENNIS S. OVERBY, Co-Owner of Parcel  
56-1-((3))-11

Dennis S. Overby, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

Dix-Cen-Gato Application  
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LESLIE A. OVERBY, Co-Owner of Parcel  
56-1-((3))-11

*Leslie A. Overby, by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JAMES A. LOVEJOY, JR., Co-Owner of Parcel  
56-1-((3))-12

*James A. Lovejoy, Jr., by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

TIMOTHY F. HARAZIN, Co-Owner of Parcel  
56-1-((3))-12

*Timothy F. Harazin, by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DIANE M. HARAZIN, Co-Owner of Parcel  
56-1-((3))-12

*Diane M. Harazin, by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

CHRISTOPHER DOMINICK, Title Owner of  
Parcel 56-1-((3))-13

*Christopher Dominick, by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

Dix-Cen-Gato Application  
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WAYNE M. WHITLOW, Co-Owner of Parcel  
56-1-((3))-14

Wayne M. Whitlow, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

ROGER LINDSEY, Co-Owner of Parcel  
56-1-((3))-14

Roger Lindsey, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

GARY S. ZELENACK, Co-Owner of Parcel  
56-1-((4))-4

Gary S. Zelenack, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

LAURA L. ZELENACK, Co-Owner of Parcel  
56-1-((4))-4

Laura L. Zelenack, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

LARRY T. WEST, Co-Owner of Parcel  
56-1-((4))-6

Larry T. West, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

Dix-Cen-Gato Application  
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SAMIRA H. WEST, Co-Owner of Parcel  
56-1-((4))-6

Samira H. West, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

CHARLES E. COURCHAINE, TRUSTEE, Title  
Owner of Parcel 56-1-((4))-7

Charles E. Courchaîne, Trustee, by  
Robert K. Davis, Agent and Attorney-in-fact  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

GREGORY D. OLIVER, Title Owner of Parcel  
56-1-((4))-8

Gregory D. Oliver, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

BONNIE M. SPENCER, Title Owner of Parcel  
56-1-((4))-9

Bonnie M. Spencer, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

W. KEVIN McDONALD, Co-Owner of Parcel  
56-1-((4))-10

W. Kevin McDonald, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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JOAN E. McDONALD, *Co-Owner of Parcel*  
56-1-((4))-10

BY: Joan E. McDonald, by Robert K. Davis  
Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

ESTATE OF SAMUEL P. WARREN, *Title Owner*  
of Parcel 56-1-((4))-11

BY: \_\_\_\_\_  
MARY HOLT CAMP, Executor, by Kenneth P.  
Warren, her Agent and Attorney-in-Fact

BY: \_\_\_\_\_  
JOHN W. WARREN, Executor, by Kenneth P.  
Warren, his Agent and Attorney-in-Fact

BY: \_\_\_\_\_  
KENNETH P. WARREN, Executor

BY: \_\_\_\_\_  
RUTH W. CANADAY, Executor, by Kenneth  
P. Warren, her Agent and Attorney-in-Fact

BY: \_\_\_\_\_  
DAVID S. WARREN, Executor

WILLIAM DENNER HOGAN, *Co-Owner of*  
Parcel 56-1-((4))-12

BY: William Denner Hogan, by Robert K. Davis  
Agent and Attorney-in-Fact  
Robert K. Davis, agent and attorney-in-fact

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JOAN E. McDONALD, Co-Owner of Parcel  
56-1-((4))-10

BY: \_\_\_\_\_  
Robert K. Davis, agent and attorney-in-fact

ESTATE OF SAMUEL P. WARREN, Title Owner  
of Parcel 56-1-((4))-11

BY: Mary Holtcamp Executor by  
Kenneth P. Warren agent & attorney in fact  
MARY HOLTCAMP, Executor, by Kenneth P.  
Warren, her Agent and Attorney-in-Fact

BY: John W. Warren Executor by  
Kenneth P. Warren agent & attorney in fact  
JOHN W. WARREN, Executor, by Kenneth P.  
Warren, his Agent and Attorney-in-Fact

BY: Kenneth P. Warren Executor  
KENNETH P. WARREN, Executor

BY: Ruth W. Canaday Executor by  
Kenneth P. Warren agent & attorney in fact  
RUTH W. CANADAY, Executor, by Kenneth  
P. Warren, her Agent and Attorney-in-Fact

BY: David S. Warren, Executor  
DAVID S. WARREN, Executor

WILLIAM DENNER HOGAN, Co-Owner of  
Parcel 56-1-((4))-12

BY: \_\_\_\_\_  
Robert K. Davis, agent and attorney-in-fact

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SERENA DEAS BROWN, *Co-Owner of Parcel*  
56-1-((4))-12

*Serena Deas Brown, by Robert K. Davis*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

SHIRLEY L. DEMPSEY, *Title Owner of Parcel*  
56-1-((5))-6

*Shirley L. Dempsey, by Robert K. Davis*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

HOWARD J. SEVEL, *Co-Owner of Parcel*  
56-1-((5))-7

*Howard J. Sevel, by Robert K. Davis*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

JOANN G. SEVEL, *Co-Owner of Parcel*  
56-1-((5))-7

*Joann G. Sevel, by Robert K. Davis*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

SCOTT L. BASHORE, *Co-Owner of Parcel*  
56-1-((5))-8

*Scott L. Bashore, by Robert K. Davis*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

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SUSAN E. BASHORE, Co-Owner of Parcel  
56-1-((5))-8

Susan E. Bashore, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

RALPH J. WATERMAN, Co-Owner of Parcel  
56-1-((5))-9

Ralph J. Waterman, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

ELLEN R. WATERMAN, Co-Owner of Parcel  
56-1-((5))-9

Ellen R. Waterman, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

TIMOTHY L. MACJESKI, Title Owner of Parcel  
56-1-((5))-10

Timothy L. Macjeski, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

KEITH C. HAMILTON, Co-Owner of Parcel  
56-1-((5))-11

Keith C. Hamilton, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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GAYLE C. HAMILTON, *Co-Owner of Parcel*  
56-1-((5))-11

*Gayle C. Hamilton, by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JAMES F. STEFFEY, *Co-Owner of Parcels*  
56-1-((5))-12, -13, and -14

*James F. Steffey, by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

SHERRY U. STEFFEY, *Co-Owner of Parcels*  
56-1-((5))-12, -13, and -14

*Sherry U. Steffey, by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JOSEPHINE A. BOURNE, *Title Owner of Parcel*  
56-1-((5))-15

*Josephine A. Bourne, by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

MONICA B. SOROVACU, *Title Owner of Parcel*  
56-1-((5))-16

*Monica B. Sorovac, by Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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JANET C. CRANE, Title Owner of Parcel  
56-1-((5))-17

*Janet C. Crane, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

RONALD G. COE, Co-Owner of Parcel  
56-1-((5))-18

*Ronald G. Coe, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

ANN M. COE, Co-Owner of Parcel 56-1-((5))-18

*Ann M. Coe, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

ROBERT M. FARY, Co-Owner of Parcel  
56-1-((5))-19

*Robert M. Fary, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

PATRICIA C. FARY, Co-Owner of Parcel  
56-1-((5))-19

*Patricia C. Fary, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

HARRY C. GORDON, Co-Owner of Parcel  
56-1-((5))-20

*Harry C. Gordon, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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AGNES M. GORDON, *Co-Owner of Parcel*  
56-1-((5))-20

Agnes M. Gordon, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

RONALD M. SKEANS, JR., *Co-Owner of Parcel*  
56-1-((5))-21

Ronald M. Skeans, Jr., by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

MARCIA A. HEACKER-SKEANS, *Co-Owner of Parcel*  
56-1-((5))-21

Marcia A. Hecker-Skeans, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

ALICE B. LACY, *Title Owner of Parcel*  
56-1-((5))-22

Alice B. Lacy, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

WILLIAM R. COOKE, *Co-Owner of Parcel*  
56-1-((5))-23

William R. Cooke, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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LISA T. COOKE, Co-Owner of Parcel  
56-1-((5))-23

Lisa T. Cooke, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

LLOYD O. DUNN, Co-Owner of Parcel  
56-1-((5))-24

Lloyd O. Dunn, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

PHYLLIS L. DUNN, Co-Owner of Parcel  
56-1-((5))-24

Phyllis L. Dunn, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

FRANK E. BURDELL III, Co-Owner of Parcel  
56-1-((5))-25

Frank E. Burdell III, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

ANN K. BURDELL, Co-Owner of Parcel  
56-1-((5))-25

Ann K. Burdell, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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ALEXANDRE K. de PARIS, TRUSTEE FOR THE  
ALEXANDRE K. de PARIS REVOCABLE  
TRUST DATED SEPTEMBER 25, 2000,  
Co-Owner of Parcels 56-1-((5))-26 and -27

Alexandre K. de Paris, Trustee for the  
Alexandre K. de Paris Revocable Trust Dated  
BY: September 25, 2000, by Robert K. Davis, Agent and  
Robert K. Davis, agent and attorney-in-fact *Attorney-in-fact*

LUNA L. de PARIS, TRUSTEE FOR THE  
LUNA L. de PARIS REVOCABLE TRUST  
DATED SEPTEMBER 25, 2000, Co-Owner of  
Parcels 56-1-((5))-26 and -27

Luna L. de Paris, Trustee for the Luna L.  
de Paris Revocable Trust Dated September  
BY: 25, 2000, by Robert K. Davis, Agent and  
Robert K. Davis, agent and attorney-in-fact *Attorney-in-fact*

WAYNE M. WHITLOW, Title Owner of Parcel  
56-1-((5))-28

Wayne M. Whitlow, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

FRANK MOZINGO, Co-Owner of Parcel  
56-1-((6))-1

Frank Mozingo, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

BETTY L. MOZINGO, Co-Owner of Parcel  
56-1-((6))-1

Betty L. Mozingo, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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EARL D. REYNOLDS, Co-Owner of Parcel  
56-1-((6))-2

Earle D. Reynolds, by *Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DORA REYNOLDS, Co-Owner of Parcel  
56-1-((6))-2

Dora Reynolds, by *Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

MICHAEL J. DEMBOWSKI, Co-Owner of Parcel  
56-1-((6))-3

Michael J. Dembowski, by *Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

TERESA RHINEHART, Co-Owner of Parcel  
56-1-((6))-3

Teresa Rhinehart, by *Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JACQUELINE P. GARCIA, Title Owner of Parcel  
56-1-((6))-4

Jacqueline P. Garcia, by *Robert K. Davis*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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ROBERT L. MELLOTT, *Co-Owner of Parcel*  
56-1-((6))-5

*Robert L. Mellott, by Robert K. Davis*  
BY: *Agent and Attorney-in-Fact*  
Robert K. Davis, agent and attorney-in-fact

TONI R. DAHMER, *Co-Owner of Parcel*  
56-1-((6))-5

*Toni R. Dahmer, by Robert K. Davis*  
BY: *Agent and Attorney-in-Fact*  
Robert K. Davis, agent and attorney-in-fact

JAMES A. LINDQUIST, *Co-Owner of Parcel*  
56-1-((6))-6

*James A. Lindquist, by Robert K. Davis*  
BY: *Agent and Attorney-in-Fact*  
Robert K. Davis, agent and attorney-in-fact

LUANNE LINDQUIST, *Co-Owner of Parcel*  
56-1-((6))-6

*Luanne Lindquist, by Robert K. Davis*  
BY: *Agent and Attorney-in-Fact*  
Robert K. Davis, agent and attorney-in-fact

ANGELICA M. CONIGLIO, *Title Owner of Parcel*  
56-1-((6))-7

*Angelica M. Coniglio, by Robert K. Davis*  
BY: *Agent and Attorney-in-Fact*  
Robert K. Davis, agent and attorney-in-fact

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HENRY F. HUGHES, Title Owner of Parcel  
56-1-((6))-8

Henry F. Hughes, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

RODGER S. BOWMAN, Co-Owner of Parcel  
56-1-((6))-9

Rodger S. Bowman, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

SYLVIA C. BOWMAN, Co-Owner of Parcel  
56-1-((6))-9

Sylvia C. Bowman, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DONALD GENE SPADY, Co-Owner of Parcel  
56-1-((6))-10

Donald Gene Spady, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DOROTHY A. SPADY, Co-Owner of Parcel  
56-1-((6))-10

Dorothy A. Spady, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

LOIS L. RAMM, TRUSTEE, *Title Owner of Parcel*  
56-1-((9))-1

*Lois L. Ramm, Trustee, by Ramm,*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

MICHAEL JOSEPH CHANEY, *Title Owner of*  
Parcel 56-1-((9))-2

*Michael Joseph Chaney, by Ramm,*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JAMES DOUGLAS ROSE, *Title Owner of Parcels*  
56-1-((9))-3 and -4

*James Douglas Rose, by Ramm,*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JACK E. McDONALD, *Co-Owner of Parcel*  
56-1-((9))-5

*Jack E. McDonald, by Ramm,*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DONNA C. McDONALD, *Co-Owner of Parcel*  
56-1-((9))-5

*Donna C. McDonald, by Ramm,*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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FRANKLIN L. COMBS, Co-Owner of Parcel  
56-1-((9))-6

Franklin L. Combs, by *[Signature]*

BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

FLORIDA E. COMBS, Co-Owner of Parcel  
56-1-((9))-6

Florida E. Combs, by *[Signature]*

BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

BENTON K. BOVEE, Title Owner of Parcel  
56-1-((9))-7

Benton K. Bovee, by *[Signature]*

BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

RUSSELL D. HARTLEY, Title Owner of Parcel  
56-1-((9))-11

Russell D. Hartley, by *[Signature]*

BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

CHARLES T. THOMAS, Co-Owner of Parcel  
56-1-((9))-12

Charles T. Thomas, by *[Signature]*

BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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AUDREY C. THOMAS, Co-Owner of Parcel  
56-1-((9))-12

Audrey C. Thomas, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

EMMANUEL TRIVOULIDES, Co-Owner of  
Parcel 56-1-((9))-15

Emmanuel Trivoulides, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

PANAGIOTIS TRIVOULIDES, Co-Owner of  
Parcel 56-1-((9))-15

Panagiotis Trivoulides, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DANNY W. FUNKHOUSER, Co-Owner of Parcel  
56-1-((9))-16

Danny W. Funkhouser, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

NANCY JO FUNKHOUSER, Co-Owner of Parcel  
56-1-((9))-16

Nancy Jo Funkhouser, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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KENNETH ROBERT FROST, Co-Owner of Parcel  
56-1-((9))-17

*Kenneth Robert Frost, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

MARILYN J. FROST, Co-Owner of Parcel  
56-1-((9))-17

*Marilyn J. Frost, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

ANTHONY W. RUDZINSKI, Co-Owner of Parcel  
56-1-((9))-18

*Anthony W. Rudzinski, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

CONCETTA P. RUDZINSKI, Co-Owner of Parcel  
56-1-((9))-18

*Concetta P. Rudzinski, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

PAUL S. LISSY, Co-Owner of Parcel 56-1-((9))-19

*Paul S. Lissy, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

JANICE M. LISSY, Co-Owner of Parcel  
56-1-((9))-19

*Janice M. Lissy, by [Signature]*  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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PAULA A. JAMESON, Co-Owner of Parcel  
56-1-((9))-19

Paula A. Jameson, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

LEON O. SAMUELS, Co-Owner of Parcel  
56-1-((9))-20

Leon O. Samuels, by Robert K. Davis  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

DIANE E. NEMORE SAMUELS, Co-Owner of  
Parcel 56-1-((9))-20

Diane E. Nemore Samuels, by  
BY: Robert K. Davis, Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

WILLIAM D. GAMBLE, Title Owner of Parcel  
56-1-((9))-21

William D. Gamble, by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

FLOYD B. TAYLOR, JR., Title Owner of Parcel  
56-1-((9))-22

Floyd B. Taylor, Jr., by Robert K. Davis,  
BY: Agent and Attorney-in-fact  
Robert K. Davis, agent and attorney-in-fact

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LEGATO ACRES HOMEOWNERS  
ASSOCIATION, *Title Owner of Parcels*  
56-1-((11))-A and -B

*Legato Acres Homeowners Association,*  
BY: *by R.K.D., Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

CAROL G. KALINOWSKI, *Title Owner of Parcel*  
56-1-((11))-1

*Carol G. Kalinowski, by R.K.D.,*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

JEANNETTE A. CERV, *Title Owner of Parcel*  
56-1-((11))-2

*Jeannette A. Cerv, by R.K.D.,*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

KENNETH F. MCKEEHAN, *Co-Owner of Parcel*  
56-1-((11))-4A

*Kenneth F. McKeehan, by R.K.D.,*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

BETTY J. MCKEEHAN, *Co-Owner of Parcel*  
56-1-((11))-4A

*Betty J. McKeehan, by R.K.D.,*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

CHERYL M. REINGRUBER, Title Owner of  
Parcel 56-1-((11))-5

*Cheryl M. Reingruber, by Robert K. Davis*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

FREDERICK R. BRUNELL, Co-Owner of Parcel  
56-1-((11))-6

*Frederick R. Brunell, by Robert K. Davis*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

CHARLOTTE L. BRUNELL, Co-Owner of Parcel  
56-1-((11))-6

*Charlotte L. Brunell, by Robert K. Davis*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

JAMES P. DONOVAN, TRUSTEE FOR THE  
JAMES PATRICK DONOVAN REVOCABLE  
TRUST, Title Owner of Parcel 56-1-((11))-7

*James P. Donovan, Trustee for the  
James Patrick Donovan Revocable Trust,  
by Robert K. Davis, Agent and Attorney-in-fact*  
BY: *Agent and Attorney-in-fact*  
Robert K. Davis, agent and attorney-in-fact

BOARD OF SUPERVISORS OF FAIRFAX  
COUNTY, VIRGINIA  
*Owner of portions of public right-of-way to be  
vacated/abandoned*

BY: *AH Griffin*  
NAME: Anthony H. Griffin  
TITLE: County Executive

# DIX-CEN-GATO

RZ 2001 - SP - 041

## CONCEPTUAL DEVELOPMENT PLAN/ FINAL DEVELOPMENT PLAN

SPRINGFIELD DISTRICT  
FAIRFAX COUNTY, VIRGINIA



VICINITY MAP  
SCALE: 1" = 1.000'

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10. ARCHITECTURAL ELEVATIONS AND PLANTING DETAILS
11. DETAILED AREA PLANS
12. MULTI-FAMILY SITE DETAILS
13. SITE AMENITIES AND FURNISHING DETAILS
14. SITE DETAILS
15. ROAD VACATION EXHIBIT
16. STREETSCAPE PLAN
17. STREETSCAPE DETAILS
18. DIX-CEN-GATO URBAN DESIGN STANDARDS

### CONTRACT PURCHASER AND APPLICANT:

GENTEX HOMES  
14121 Parke Long Court  
Suite 201  
Chantilly, Virginia 20151  
Telephone (703) 934-2600  
Fax (703) 691-3437

### ENGINEER/PLANNER:

THE BC CONSULTANTS  
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