

PROFFERS

RZ 2001-LE-048 CENTEX HOMES

October 15, 2002

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

1. **Conceptual/Final Development Plan.** Development of the property shall be in substantial conformance with the plan entitled "Piney Glen" ("CDP/FDP"), consisting of three (3) sheets prepared by The BC Consultants, Inc., revised as of October 2, 2002. The CDP portion of the CDP/FDP shall constitute the entire plan relative to the points of access, the total number of units, type of units and general location of common open space areas. The existing structures on Lots 21 and 22 may remain. However, the Applicant reserves the right to replace these structures and to build new structures on these lots by providing the minimum yards as depicted in Sheet 2 of 3 of the CDP/FDP. In any event, the existing driveways on Telegraph Road shall be eliminated when the internal streets are open for travel by the public. Thereafter, driveway access for all units will be provided to the internal streets. The Applicant shall have the option to request Final Development Plan Amendments ("FDPAs") from the Planning Commission for portions of the plan in accordance with the provisions set forth in Section 16-402 of the Zoning Ordinance.
2. **Minor Modifications.** Pursuant to Paragraph 4 of Section 16-403 of the Zoning Ordinance, minor modifications to the FDP may be permitted where it is determined by the Zoning Administrator that such are in substantial conformance with the approved FDP. The Applicant shall have the right to make minor adjustments to the building footprints and parking configuration, provided such changes are in substantial conformance with the FDP and do not increase the number of units or decrease the amount of open space, peripheral setbacks, access or parking spaces, without requiring approval of an amended FDP.
3. **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 the Department of Public Works and Environmental Services ("DPWES") for either electric or gas energy homes, as applicable.
4. **Tree Preservation Plan.** The Applicant shall provide a tree preservation plan prepared by a professional with experience in the preparation of tree preservation plans, a certified arborist, or a landscape architect and said plan shall be reviewed

and approved by the Urban Forestry Branch. The tree preservation plan shall be submitted as part of the first and all subsequent submissions of the subdivision plans, for review and approval by the Urban Forestry Division. The tree preservation plan shall consist of a tree inventory which includes the location, species, size, crown spread and condition rating percent of all trees twelve (12) inches in diameter or greater, twenty (20) feet to either side of the limits of clearing and grading along the perimeter of the RPA. The condition analysis shall be prepared using methods outlined in the eighth edition of *The Guide for Plant Appraisal*. This preservation plan shall also include preservation activities for the specific trees identified for preservation on the CDP/FDP, namely, a 32" White Oak, a 40" Red Oak, an American Holly and a 16" Colorado Blue Spruce. Specific tree preservation activities designed to maximize the survivability of trees chosen for preservation shall be incorporated into the tree preservation plan. Tree preservation activities may include, but are not limited to, crown pruning, root pruning, mulching and fertilization, as may be recommended by the certified arborist and approved by the Urban Forester.

5. **Limits of Clearing and Grading.** The Applicant shall conform to the limits of clearing and grading shown on the CDP/FDP, subject to modifications for the installation of the sewer line and stormwater pond outfalls shown on the CDP/FDP and approved by DPWES. The sewer line and the stormwater pond outfall shall be located within the RPA in the least disrupted manner possible as determined by DPWES and subject to County Urban Forester review. The demolition and removal of existing features and structures, including, but not limited to the existing construction debris, a school bus and a trailer located in the RPA, shall be conducted in a manner that also minimizes the impact on individual trees and groups of trees to be preserved as approved by DPWES and subject to County Urban Forester review. A replanting plan shall be developed and implemented, subject to approval by the Urban Forestry Division, for any areas outside the limits of clearing and grading that must be disturbed.
 - a. The Applicant shall retain the services of a certified arborist or a landscape architect, and shall have the limits of clearing and grading marked with a continuous line of flagging prior to the pre-construction meeting. Before or during the pre-construction meeting, the Applicant shall walk the limits of clearing and grading with an Urban Forestry Division representative and the Applicant's certified arborist or landscape architect to determine where minor adjustments to the clearing limits can be made to increase the survivability of trees at the edge of the limits of clearing and grading. The Lee District Supervisor's office shall be given advance written notice of the date and time for the meeting to walk the limits of clearing and grading. Trees that are not likely to survive construction due to their species and/or their proximity to disturbance, will also be identified at this time and the Applicant shall be given the option of removing them as part of the clearing operation. Any tree that is designated for removal, at the edge of the limits of clearing and grading or within a tree preservation

area, shall be removed using a chain saw to avoid damage to surrounding trees. If a stump must be removed, this shall be done using a stump grinding machine in a manner causing as little disturbance as possible to the adjacent trees.

- b. All trees shown to be preserved on the tree preservation plan shall be protected by tree protection fencing. Tree protection fencing consisting 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, shall be erected at the limits of clearing and grading as shown on the Phase I and II erosion and sediment control sheets in all 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 site, including the demolition of any existing structures. The installation of tree protection fencing shall be performed under the supervision of a certified arborist. Prior to the commencement of any clearing, grading or demolition activities, the Applicant's certified arborist shall verify in writing that the tree protection fencing has been properly installed.
- c. The Applicant shall provide a transplanting plan for boxwood trees on-site that are worthy of transplantation to other areas of the Subject Property. The transplanting plan shall be submitted as part of the first and all subsequent submissions of the subdivision plan for review and approval by the Urban Forestry Division. The plan shall be prepared by a professional with experience in the preparation of tree transplanting plans, such as a certified arborist or landscape architect. Depending upon site constraints, the plan shall address one or all of the following items:
- the species and sizes to be transplanted;
 - the existing locations of the trees;
 - the proposed final locations of the trees;
 - the proposed time of year when the trees will be moved;
 - the transplant methods to be used, including tree space size if applicable;
 - details regarding after-transplant care, including mulching and watering, and, if necessary, support measures such as cabling, guying or staking.

6. **Conservation Easement.** At the time of recordation of the record plat for the subdivision, the Applicant shall create and record a conservation easement in the areas shown on the CDP/FDP to preserve existing vegetation subject to the reforestation activities set forth in Proffer No. 19 (see below). Said easement shall run to the benefit of the Northern Virginia Conservation Trust or the Board of Supervisors of Fairfax County ("Board"). If neither entity accepts this easement, the easement shall run to the benefit of the homeowners' association

established for the common area. The form of the easement shall be subject to the review and approval of the County Attorney.

7. **Recreational Facilities.** At the time of subdivision plan approval, pursuant to Section 6-110 of the Zoning Ordinance, the Applicant shall contribute the sum of \$955 per approved dwelling unit for the total number of dwelling units on the record plat, to the Fairfax County Park Authority ("Park Authority") for use on recreational facilities in the general vicinity of the Subject Property, subject, however, to a credit for expenditures on-site for benches, sidewalks and trails (excluding sidewalks required by the Public Facilities Manual or trails required by the Comprehensive Plan).
8. **Road Dedication/Construction.** At the time of recordation of the record plat for the subdivision, or upon demand by Fairfax County, whichever occurs first, right-of-way along the Telegraph Road frontage of the site, necessary for public street purposes and as shown on the CDP/FDP, shall be dedicated and conveyed to the Board in fee simple. The Applicant shall also construct road widening with curb gutter and a Type I asphalt trail along the Telegraph Road frontage of the Subject Property as shown on the CDP/FDP. The Applicant shall also provide a left turn lane and a right turn deceleration lane into the site. At the time of subdivision plat approval, the Applicant shall place funds in escrow with Fairfax County for the extension of the trail through the RPA. The amount of such funds shall be determined using County bonding estimates.
9. **Future Road Alignment.** The Applicant shall reserve an area of the site as depicted on the CDP/FDP for future right-of-way for the widening of Telegraph Road. Upon demand by the Board, the Applicant shall convey said right-of-way area in fee simple to the Board, as generally shown on the CDP/FDP. At the same time, the Applicant shall also convey ancillary easements to the Board adjacent to said right-of-way. The Homeowner Association documents shall disclose this obligation to convey said right-of-way and easements to the Board upon demand.
10. **Density Credit.** All density and intensity of use attributable to land areas dedicated and conveyed to the Board pursuant to these proffers shall be subject to the provisions of Paragraph 4 of Section 2-308 of the Zoning Ordinance and density hereby reserved to be applied to the residue of the Subject Property.
11. **Homeowners' Association.** The Applicant shall establish a Homeowners' Association ("HOA") for the proposed development to own, manage and maintain the open space areas and all other community-owned land and improvements, including the noise walls constructed pursuant to Paragraph 13 below, and the rain garden, if provided pursuant to Proffer No. 12 below. The HOA documents shall disclose these maintenance responsibilities. These documents shall also disclose the possible replacement of the existing homes on Lots 20 and 21 as referenced in Proffer No. 1 hereinabove.

12. **Stormwater Management Pond**

- a. Stormwater management shall be provided in accordance with the requirements of the Public Facilities Manual, as determined by DPWES. Any required stormwater management facility shall be landscaped to the maximum extent possible in accordance with the planting policies of the County.
- b. At the time of subdivision plan review and approval, the Applicant shall diligently pursue the approval of the necessary waivers or engineering approvals to allow the applicable stormwater management requirements to be potentially met without the use of a structural detention pond, or with a structural pond of smaller size than that identified on Sheet 1 of the CDP/FDP. To further this objective, the Applicant reserves the right to employ "rain gardens" or similar alternative measures. In the event a rain garden is employed, it shall be maintained by the HOA in accordance with Attachment A and such maintenance responsibilities shall be disclosed in the HOA documents. Should DPWES fail to approve the necessary permits and/or waivers, the Applicant reserves the right to provide a structural dry pond in substantial conformance with that shown on Sheet 1 of the CDP/FDP. In order to restore a natural appearance to the proposed stormwater management facility, a landscape plan shall be submitted as part of the first submission of the subdivision plan. The plan shall show the restrictive planting easement for the facility and extensive landscaping in all areas outside of that restrictive planting easement, to the maximum extent feasible in accordance with the planting policies of Fairfax County.
- c. The location and configuration of the stormwater management facility shown on Sheet 1 of the CDP/FDP is conceptual and subject to change based on final engineering, so long as such changes do not encroach into designated tree save areas. In the event that the final design and engineering indicates that the applicable water quality/quantity requirements can be met without the use of a structural dry pond or if the required stormwater management pond requires less land area than that shown on the CDP/FDP, those areas not required in connection with the stormwater pond or its associated grading shall be examined jointly by the Applicant and the County Urban Forester for feasibility as additional tree preservation areas. If found to be viable for tree preservation purposes, these areas shall be protected in accordance with the requirements of these proffers.

13. **Landscaping.** Landscaping for the site shall be in substantial conformance with the landscaping shown on the Details Plan (Sheet 3 of the CDP/FDP), subject to minor adjustments approved by the Urban Forestry Division. A staggered row of Leland Cypress (10 feet on center, minimum 6 feet in height at planting) shall be provided on the rear lot lines of Lots 13, 14 and 15.

14. **Noise Attenuation.** With reference to Telegraph Road (Route 611), the Applicant shall provide the following noise attenuation measures:
- a. In order to achieve a maximum interior noise level of 45 dBA Ldn, the Applicant proffers that all residential units located between 140 feet and 300 feet from the centerline of Telegraph Road (Route 611), impacted by highway noise having levels between 65 and 70 dBA Ldn, shall have the following acoustical attributes:
 - (1) Exterior walls shall have a laboratory sound transmission class ("STC") of at least 39.
 - (2) Doors and glazing shall have a laboratory STC of at least 28. If glazing constitute more than twenty percent (20%) of any facade, they shall have the same laboratory STC rating as walls.
 - (3) Adequate measures to seal and caulk between surfaces shall be provided.
 - b. In order to achieve a maximum interior noise level of 45 dBA Ldn, the Applicant proffers that all residential units located within 140 feet from the centerline of Telegraph Road (Route 611), impacted by highway noise having levels between 70 and 75 dBA Ldn, shall have the following acoustical attributes:
 - (1) Exterior walls shall have a laboratory sound transmission class ("STC") of at least 45.
 - (2) Doors and glazing shall have a laboratory STC of at least 37. If glazing constitute more than twenty percent (20%) of any facade, they shall have the same laboratory STC rating as walls.
 - (3) Adequate measures to seal and caulk between surfaces shall be provided.
 - c. Units impacted by noise, as specified in Paragraphs a. and b. above, shall be identified on the subdivision plan submitted by the Applicant.
 - d. In order to achieve a maximum exterior noise level of 65 dBA Ldn, noise attenuation measures such as acoustical (architecturally solid, no gaps) fencing, walls, earthen berms, or combinations thereof, shall be provided for patio areas, unshielded by topography or built structures, as determined by DPWES. Brick piers (50 feet on center) shall be provided in the acoustical fence shown on the CDP/FDP.

- e. As an alternative to "a," "b," or "d" above, the Applicant may elect to have a refined acoustical analysis performed prior to building permit issuance, subject to the approval of DPWES, to verify or amend the noise levels and impact areas set forth above and/or to determine which units/buildings may have sufficient shielding to permit a reduction in the mitigation measures prescribed above.
15. **Affordable Housing Contribution.** At the time of subdivision plan approval, the Applicant shall contribute to the Fairfax County Housing Trust Fund a sum equal to one half of one percent (.5%) of the projected sales price of the new homes to be built on-site, as determined by the Department of Housing and Community Development and DPWES in consultation with the Applicant to assist the County in its goal to provide affordable dwelling elsewhere in the County.
16. **School Contribution.** Prior to the issuance of the first building permit, the Applicant shall provide documentation to DPWES that the Applicant has donated the sum of \$750 per dwelling unit, for each new dwelling unit approved on the final subdivision plan, to Hayfield Elementary School. These funds are to be applied towards the purchase of computer stations in support of Hayfield's technology program. At the time the funds are received, other technological equipment may be substituted, at the discretion of the principal, for the actual purchases that will be made and installed through the Fairfax County Public School System.
17. **Geotechnical Analysis.** Prior to subdivision plan approval, the Applicant shall provide a geotechnical analysis of the site, and implement the requirements of DPWES.
18. **Reforestation Plan.** The Applicant shall provide a reforestation plan for the portion of the floodplain and RPA that was previously cleared as designated on the CDP/FDP. The reforestation plan for this area shall be submitted concurrently with the first subdivision plan submission for the property and shall be submitted to and approved by the Urban Forestry Division. The reforestation plan shall provide for the planting of seedlings of native bottomland forest tree and shrub species, consistent with seedling planting specifications of the PFM. Signage for the designation of the reforestation will be erected in the RPA/floodplain portion of the site to be reforested.
19. **Trail Notification.** Prior to entering into an initial contract of sale for either Lot 3 or Lot 4, the Applicant shall place a sign within the trail area between these two (2) lots indicating that the trail to the recreational "Focal Feature" shall be located within this area, and prospective purchasers shall be notified in writing by the Applicant of the location of this trail connecting the interior street with the recreational Focal Feature.

20. **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 discretion to assist in the initial sale of homes on the Property. Furthermore, the Applicant shall direct its agents and employees involved in marketing and sale of residential units on the Subject Property to adhere to this proffer.
21. **Disclosure.** Prior to entering contracts, all initial purchasers from the builder shall be notified in writing that the future widening of Telegraph Road, in accordance with current VDOT plans for project #0611-029-303, does not provide for a median break at the subdivision entrance and that turning movements into the site may be limited in the future to right in/right out only. This disclosure shall also be included in the Homeowners' Association documents.
22. **Counterparts.** These proffers may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

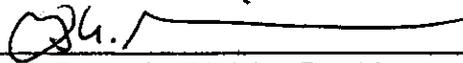
[SIGNATURES ON THE FOLLOWING PAGE]

Attachment

**APPLICANT/CONTRACT PURCHASER OF TAX
MAP 100-1 ((1)) PARCEL 22; TAX MAP 100-1 ((6))
PARCEL 1; AND TAX MAP 100-1 ((8)) PARCEL 1**

CENTEX HOMES, a Nevada General Partnership

By: Centex Real Estate Corporation
Managing General Partner

By: 
Robert K. Davis, Division President

OWNER OF TAX MAP 100-1 ((1)) PARCEL 22

JACK D. SMITH

By: _____
Jack D. Smith, Jr., Agent and Attorney-in-Fact for
Jack D. Smith

OWNER OF TAX MAP 100-1 ((6)) PARCEL 1

Jack D. Smith, Jr.

OWNERS OF TAX MAP 100-1 ((8)) PARCEL 1

Harmon R. Martin

Phyllis B. Martin

**APPLICANT/CONTRACT PURCHASER OF TAX
MAP 100-1 ((1)) PARCEL 22; TAX MAP 100-1 ((6))
PARCEL 1; AND TAX MAP 100-1 ((8)) PARCEL 1**

CENTEX HOMES, a Nevada General Partnership

By: Centex Real Estate Corporation
Managing General Partner

By: _____
Robert K. Davis, Division President

OWNER OF TAX MAP 100-1 ((1)) PARCEL 22

JACK D. SMITH

By: *Jack D. Smith, Jr., Agent and Attorney -
in-fact for Jack D. Smith*

Jack D. Smith, Jr., Agent and Attorney-in-Fact for
Jack D. Smith

OWNER OF TAX MAP 100-1 ((6)) PARCEL 1

Jack D. Smith, Jr.

Jack D. Smith, Jr.

OWNERS OF TAX MAP 100-1 ((8)) PARCEL 1

Harmon R. Martin

Phyllis B. Martin

**APPLICANT/CONTRACT PURCHASER OF TAX
MAP 100-1 ((1)) PARCEL 22; TAX MAP 100-1 ((6))
PARCEL 1; AND TAX MAP 100-1 ((8)) PARCEL 1**

CENTEX HOMES, a Nevada General Partnership

By: Centex Real Estate Corporation
Managing General Partner

By: _____
Robert K. Davis, Division President

OWNER OF TAX MAP 100-1 ((1)) PARCEL 22

JACK D. SMITH

By: _____
Jack D. Smith, Jr., Agent and Attorney-in-Fact for
Jack D. Smith

OWNER OF TAX MAP 100-1 ((6)) PARCEL 1

Jack D. Smith, Jr.

OWNERS OF TAX MAP 100-1 ((8)) PARCEL 1

Harmon R. Martin

Harmon R. Martin

Phyllis B. Martin

Phyllis B. Martin

DURABLE POWER OF ATTORNEY

I, **Jack D. Smith**, of Leesburg, Virginia, do hereby name and appoint my son, **Jack D. Smith, Jr.**, as my true and lawful attorney-in-fact ("Attorney-in-Fact"), to act in my name, place and stead in any way which I myself could act if I were personally present, including without limitation, full power and authority to undertake or engage in any of the following actions:

1. To collect and receive any money and assets to which I may be entitled; to deposit cash and checks in any of my accounts; to endorse for deposit, transfer or collection, in my name and for my account any checks payable to my order; to write checks on or transfer funds from any checking, savings or other account which may be open in my name or for my benefit and otherwise withdraw funds from such accounts on my behalf, including any accounts opened by my Attorney-in-Fact in my name or on my behalf at any bank, savings institution, money market fund or elsewhere; to receive and apply the proceeds of such checks as my Attorney-in-Fact deems best and to close any such accounts that may have been opened by me or my Attorney-in-Fact;

2. To take all lawful steps to recover, collect and receive any amounts due me, upon such terms, as my Attorney-in-Fact deems appropriate;

3. To make loans, secured or unsecured, in such amounts, upon such terms, with or without interest, and to such firms, corporations or persons as my Attorney-in-Fact deems appropriate;

4. To make distributions of cash or other property which I may own or to which I may be entitled to or for the benefit of myself or members of my family (including my Attorney-in-Fact) as my Attorney-in-Fact considers appropriate;

5. To lease, sublet, sell, release, hire professional managers, convey or mortgage any real property owned by me (including my residence) or in which I have an interest upon such terms and conditions and under such covenants as my Attorney-in-Fact shall determine and to sign, execute and deliver deeds and conveyances therefor;

6. To purchase or otherwise acquire any interest in and possession of real property and to accept all deeds for such property on my behalf; and, to manage, repair, improve, maintain, restore, build, or develop any real property in which I now have or may hereafter have any interest;

7. To execute, deliver, and acknowledge deeds, deeds of trust, covenants, agreements, mortgages, bonds, notes, receipts, releases and satisfactions of mortgages, deeds of trust, judgments, and other debts;

8. To acquire, sell, repair, alter, manage and dispose of personal property of every kind and nature at private sale or public sale and to sign, execute and deliver assignments and bills of sale therefor;

9. To enter my safe deposit boxes and to open new safe deposit boxes; to add to and to remove any of the contents of any such safe deposit boxes; and to close any of such safe deposit boxes;

10. To borrow money for my account or benefit on whatever terms and conditions deemed advisable by my Attorney-in-Fact, including borrowing money on any insurance policies issued on my life for any purpose, without any obligation on the part of such insurance company to determine the purpose for such loan or application of the proceeds, and to pledge, assign, and deliver the policies as security;

11. To apply for and to receive any government, insurance and retirement benefits (including disability insurance or benefits) to which I may be entitled and to exercise any right to elect benefits or payment options; to terminate such benefits; to change beneficiaries or ownership of such benefits; and to assign rights or receive cash value in return for the surrender of any or all rights I may have in life insurance policies or benefits, annuity policies, plans or benefits, mutual fund and other dividend investment plans and retirement, profit-sharing and employee welfare plans and benefits;

12. To take custody of any stocks, bonds and any other investments owned or held by me, to give orders for the sale, surrender or exchange of any such investments and to receive the proceeds therefor; to sign and deliver assignments, stock powers and other documents required for any such sale, assignment, surrender or exchange; to give orders for the purchase of stocks and other investments of any kind; to give instructions as to the registration thereof and the mailing of dividends and interest therefrom;

13. To borrow money and obtain credit in my name from any source for such purpose, to make, execute, endorse and deliver promissory notes, agreements or other obligations and, as security therefor, to pledge, mortgage and assign any stock, bonds, securities, insurance values and other properties, real or personal, in which I may have an interest;

14. To procure, change, carry or cancel insurance of such kind and in such amounts as my Attorney-in-Fact deems advisable to protect from risks affecting property or person due to liability, damage or a claim of any sort; to claim any benefits or proceeds on my behalf; and to purchase medical insurance for any dependent of mine;

15. To file income or gift tax returns for any years for which I have not filed such returns;

16. To prepare, sign and file federal, state and local income, gift or other tax returns of all kinds, claims for refunds, requests for extensions of time, petitions to the United States Tax Court or other courts regarding tax matters and any and all other tax-related documents; to make or exercise any elections to which I may be entitled under federal, state and local tax law; and generally to act on my behalf in all tax matters of all kinds and for all periods before all persons

representing the Internal Revenue Service and any other taxing authority, including receipt of confidential information and the posting of bonds;

17. To make gifts, as limited below, either outright or in trust or, in the case of minors, in accordance with the Uniform Gifts to Minors Act or Uniform Transfers to Minors Act. The power to make such gifts, however, shall be limited as to donees to my issue and such gifts to any recipient shall be made in an amount not in excess of the then annual donee exclusion from the federal gift tax under the Internal Revenue Code;

18. To convey or release any contingent or expectant interests in property, marital property rights, and any rights of survivorship incident to a joint tenancy or a tenancy by entirety;

19. To release or disclaim, on my behalf, any interest in property acquired by intestate, testate or inter vivos transfer;

20. To renounce any fiduciary positions to which I have been or may be appointed, including (but not limited to) personal representative, trustee, guardian and attorney-in-fact, and to resign any such positions in which capacity I am presently serving;

21. To arrange for my entrance to and care at any hospital, nursing home, health center, convalescent home, retirement home, or similar institution, including the execution of any consent or admission forms required by such facility; and, to pay all costs for my care, as my Attorney-in-Fact, based on medical advice, may determine to be necessary for my well-being;

22. To arrange for and consent to medical, therapeutical and surgical procedures necessary for my well-being, including the administration of drugs;

23. To employ lawyers, investment counsel, accountants, physicians, dentists and other persons to render services to me or my estate and to pay the usual and reasonable fees and compensations of such persons for their services;

24. To sue any person who refuses to recognize this Durable Power of Attorney and my Attorney-in-Fact's authority hereunder and recover all damages, costs and expenses incurred by reason of such refusal; any costs and expenses incurred but not recovered shall be a charge against my assets.

I hereby ratify and affirm all acts and things done by my Attorney-in-Fact under and by reason of this Durable Power of Attorney, which acts and things shall be binding upon me, my heirs, legal representatives and assigns.

My Attorney-in-Fact shall be entitled to serve without, and shall have no obligation to furnish or give, a bond or other security.

STATE OF VIRGINIA)
County) SS:
CITY OF Loudoun)

On this 20 day of April, 2000, personally appeared before me, a Notary Public in and for the said County and State, the above-named Jack D. Smith, who acknowledged the foregoing Durable Power of Attorney to be his act and deed.

Subscribed, sworn to and acknowledged before me as of the day and year written above.


Notary Public
In and for said State above

My Commission Expires: 10/31/01

[SEAL]

This Instrument is to be construed as a Durable Power of Attorney and shall become effective upon execution hereof and shall not be affected by my subsequent incapacity or disability.

This Durable Power of Attorney shall be governed by and construed under the laws of the Commonwealth of Virginia. The enumeration of specific items, rights, acts, powers herein is not intended to limit or restrict the powers granted to my Attorney-in-Fact under such laws.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I have signed this Durable Power of Attorney this 20 day of Apr, 2000.

Jack D. Smith
Jack D. Smith

The undersigned have witnessed the review and signature of this Durable Power of Attorney by Jack D. Smith and believe him to be of sound and disposing mind and capable of understanding the nature and consequences of his act.

L. Ludington Sells
Signature

L. LUDINGTON SELLS
Print Name

Address:
20 SOUTH KING ST
LEESBURG VA 20175

Joseph Sorrell
Signature

Joseph Sorrell
Print Name

Address:
20 South King St
Leesburg VA 20175