

HCP PROPERTIES – FAIR OAKS OF FAIRFAX VA, LLC

**PROFFER STATEMENT
PCA 84-P-114-04**

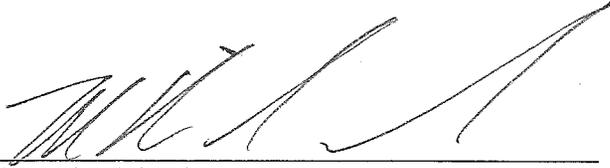
September 22, 2016

Pursuant to Section 15.2-2303(a) Code of Virginia, 1950, as amended, HCP Properties – Fair Oaks of Fairfax VA, LLC (hereinafter referred to as the “Property Owner”) for itself and successors in PCA 84-P-114-04 (the “Application”), filed for property identified as Tax Map 0454 01 0006B (hereinafter referred to as the “Application Property”) hereby proffers that any development of the Application Property pursuant to the Application shall be in accordance with the following proffers. All other existing proffers affecting the Application Property shall remain in full force and effect and are not modified by these proffers except where inconsistent, in which case these proffers shall supersede. Previously approved proffers are attached as Exhibit 1.

1. Subject to the Proffers and the Zoning Ordinance of Fairfax County, as amended, the Application Property shall be developed in substantial conformance with the Generalized Development Plan (GDP), titled “Arden Courts-Fair Oaks of Fairfax VA, LLC Proffered Condition Amendment / Special Exception Amendment Application SEA 84-P-129-04 / PCA 84-P-114-” which consists of fifteen (15) pages, prepared by VIKA Virginia, LLC, dated November 13, 2015, as revised through August 4, 2016. These Proffers shall not reduce or restrict the previously-approved density and development of the Skilled Nursing Facility on the Application Property, as depicted on the previously-approved Special Exception/Proffered Condition Amendment Plat consisting of 22 sheets and prepared by VIKA, Inc., entitled “Manor Care at Fair Oaks PCA/SEA Plat,” dated March 22, 2002, as revised through August 23, 2002, and approved by the Board of Supervisors on October 7, 2002 as part of applications PCA 84-P-114-3 and SEA 84-P-129-3.
2. Trash and/or recycling collection, and food and linen delivery hours shall be limited to the hours of 6:00 a.m. to 9:00 p.m., Monday through Friday, unless unusual circumstances, such as emergencies, atypical weather or traffic conditions require collection outside of these days and times.
3. Use of the dumpsters outside of the Skilled Nursing Facility and Arden Courts Memory Care Facility shall be limited to the hours of 6:00 a.m. to 9:00 p.m., unless unusual circumstances, such as emergencies, require use of the dumpsters outside of these times.
4. The Applicant, Arden Courts – Fair Oaks of Fairfax VA, LLC, shall provide a contribution to the Fairfax Center Area Road Fund, for the additional proposed 2,648 square feet of non-residential development, in accordance with the Procedural Guidelines adopted by the Board of Supervisors on November 22, 1982, as amended subject to credit for all creditable expenses as determined by FCDOT and/or DPWES.

PROPERTY OWNER:

HCP Properties – Fair Oaks of Fairfax VA, LLC, a
Delaware limited liability company

A handwritten signature in black ink, appearing to read 'C. Mark Richards', written over a horizontal line.

By: C. Mark Richards
Title: Chief Financial Officer

PCA 84-P-114-03
WINCHESTER HOMES, INC. AND MANOR CARE
PROFFER STATEMENT

July 11, 2002
August 14, 2002
August 23, 2002
September 3, 2002
September 24, 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 application PCA 84-P-114-03, as proposed, Leader Nursing and Rehabilitation Center of Virginia, Inc. (the "Owner") and Winchester Homes, Inc. (the "Applicant"), for themselves and their successors and assigns, hereby proffer that development of Tax Map Parcel 45-4-((1))-6A (the "Property"), containing approximately 14.87 acres, shall be in accordance with the following proffered conditions:

I. "Medical Care Facility" Use Site (approximately 8.98 acres)

1. All previous proffers dated September 27, 1995, accepted in conjunction with Board of Supervisors' approval of PCA 84-P-114-2 on October 30, 1995 (see Manor Care proffer statement attached as Exhibit 1 and incorporated herein by reference), with the exception of proffer #1 which is hereby revised to commit to the revised Special Exception/Proffered Condition Amendment Plat consisting of 22 sheets prepared by VIKA, Inc., entitled "Manor Care at Fair Oaks PCA/SEA Plat," dated March 22, 2002, as revised through August 23, 2002, shall continue to apply to and govern development of the residual 8.98 acre Manor Care site.
2. Tall Timbers Drive Construction Easements. All temporary ancillary grading and construction easements, necessary for the construction of Tall Timbers Drive, shall be provided to Fairfax County consistent with the limits of clearing shown on Sheets 4 and 5 of Fairfax County plan 7014-PI-01, prepared by Urban Engineering & Assoc., Inc. as revised through August 21, 2002, subject to the qualification that the extent of said easements shall be limited to areas where said construction shall not cause any damage to or reconstruction of the existing stormwater management pond referenced in Proffer Paragraph 13, below, and that Fairfax County shall be responsible for all such damage or reconstruction, if any, and the replacement of any trees removed within said easements.

II. "Townhouse" Use Site (approximately 5.89 acres)

3. Substantial Conformity. The approximately 5.89 acre townhouse portion ("Townhouse Parcel") of the Property shall be developed in substantial conformance with Sheets 11 through 22, 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, of the Proffered Condition Amendment Plat prepared by VIKA, Inc., entitled "Manor Care at Fair Oaks PCA/SEA Plat" dated March 22, 2002, as revised through August 23, 2002 ("Development Plan") and as further modified by these proffered conditions.

4. Minor Modifications to Design. Pursuant to Section 18-204 of the Zoning Ordinance, minor modifications from the approved Development Plan may be permitted as determined by the Zoning Administrator. The layout shown on the Development Plan may be modified provided such changes are in substantial conformance with the Development Plan and proffers, and do not increase the total number of units or decrease the minimum amount of open space or the Townhouse setbacks from Route 50 shown to be provided on the Property.
5. Maximum Density. A maximum of 25 single-family attached dwelling units at a density of approximately 4.24 dwelling units per acre shall be permitted on the 5.89 acre portion of the Property. The right is reserved to develop fewer than the maximum number of units referenced in this paragraph without the need for a PCA application.
6. Declaration of Covenants. The Applicant shall cause an amendment to the Declaration of Covenants for the adjacent Stone Creek Crossing townhouse development ("Stone Creek") to be recorded which shall permit all owners of the twenty-five (25) townhome lots on the Townhouse Parcel to be included within the Stone Creek community homeowners' association ("HOA") and thereby be granted access to the Stone Creek HOA recreational amenities and other facilities. In the event that Stone Creek Crossing does not accept the twenty-five (25) townhome lots on the Townhouse Parcel a separate homeowners association shall be established.
7. Landscaping. Landscaping shall be consistent with the quality, quantity and general locations shown on the Landscape Plan on Sheets 12, 14, 15, 19 and 20 of the Development Plan. At the time of planting, the minimum caliper for deciduous trees shall be three (3) inches and the minimum height for evergreen trees shall be seven (7) to eight (8) feet. Actual types and species of vegetation shall be pursuant to more detailed landscape plans approved by the Urban Forester and the Fairfax County Department of Public Works and Environmental Services ("DPWES") at the time of final site plan approval. Such landscape plans shall provide tree coverage and species diversity consistent with the Public Facilities Manual ("PFM") criteria, as determined by the Urban Forester and DPWES.
8. Design Features. Site amenities shall be located generally as depicted on the Development Plan, and shall be of a quality consistent with the illustrative drawings on Development Plan as described below.
 - A. Streetscape. As depicted on Sheet 15, a landscaped berm and entry feature wall shall be constructed along the Route 50 frontage of the site. In addition, on the south edge of the townhome area, a second landscape buffer shall be provided along the Manor Care entrance road generally as depicted on Sheet 20 of the Development Plan.

- B. Design Amenities. Site amenities shall consist of a unified, high quality design. "Entrance Planting Areas," as depicted on Sheet 14, shall be provided generally as shown on the Development Plan. Special entrance features shall include construction of brick and/or stone columns and iron fence generally as depicted on Sheets 16 and 18. Focal point amenities shall include: (i) a "Picnic Area" to be provided generally as depicted on Sheets 14 and 18 of the Development Plan; (ii) a "Pocket Park" provided generally as depicted on Sheet 14 of the Development Plan including benches, sidewalks, brick and/or stone columns and iron fencing similar to that used in the entrance features; and (iii) a mailbox area covered with a trellis supported by brick and/or stone columns as depicted on Sheets 14 and 18 of the Development Plan.
- C. Building Elevations. Townhomes shall have brick fronts and shall be constructed in substantial conformance with the building elevations depicted on Sheet 21 of the Development Plan.
9. Fairfax Center Area Roadway Contribution. A contribution shall be made to the Fairfax Center Area Road Fund for each townhouse built, in accordance with and at such times as are specified in 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.
10. Transportation. The provision of signage and pavement striping shall be coordinated with VDOT and implemented as requested by VDOT and DPWES to clarify the priority of, and to improve, vehicular flow and turning movements at the intersection of Route 50 and the service drive, prior to site plan approval for the Townhouse Parcel.
11. Private Streets. All private streets will be constructed with materials and depth of pavement consistent with public street standards in accordance with the PFM, as determined by DPWES. The Homeowners Association ("HOA") and Manor Care, as appropriate, shall be responsible for the maintenance of all private streets. The HOA documents shall expressly state that the HOA shall be solely responsible for the maintenance of the private streets internal to the HOA's development area.
12. Limits of Clearing and Grading. The limits of clearing and grading, as identified on the Development Plan as "Limits of Existing Conservation Area," shall be strictly conformed to subject to installation of necessary utilities, utility lines, and/or trails as determined by DPWES. This area shall contain no structures (other than the aforesaid utilities and/or trails) or fences and 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.
13. Stormwater Management. Stormwater management/best management practices (SWM/ BMPs) shall be provided in accordance with County requirements within the existing facility pursuant to a private agreement between Manor Care and the Applicant, if approved by DPWES.

14. Public Parkland Dedication. At the time of site plan approval for the Townhouse Parcel, the area consisting of approximately 1.95 acres, depicted on the Development Plan as "Existing Conservation Easement Area," shall be dedicated in fee simple to the Fairfax County Park Authority ("FCPA") for public park purposes. A trail connection to the existing trail as depicted on the Development Plan shall be constructed subject to public access easement in accordance with Countywide Trails Plan requirements, as determined by FCPA and DPWES.
15. Trail Improvements. Necessary maintenance-type improvements shall be made to the existing asphalt "Countywide" trail located along the eastern boundary of the Property within the townhouse portion of the application in accordance with Fairfax County Park Authority standards; said improvements shall include the clearing of excessive vegetation along said Countywide trail to make it useable and attractive to users.
16. FCPA Park Cash Contribution. There shall be a contribution to FCPA in the amount of \$535 per townhouse unit, in a total amount not to exceed \$13,375 ("Park Contribution"), payable at the issuance of the first residential use permit. Said contribution shall be used solely for development of public park facilities in the vicinity of the subject site, and there shall be credited against that contribution the cost of trails and all other recreation improvements (including those referenced in Proffer Paragraph 15, above) constructed by Applicant. To avoid overpayment and the necessity for subsequent refunds, said amount of recreation expenses to be credited may be determined by DPWES on the basis of costs projected from engineering drawings and bond amounts approved by DPWES for such improvements. Such requests for credit shall be accompanied by the documentation required by DPWES in its administration of the Park Contribution ordinances and policies.
17. Housing Trust Fund Cash Contribution. A contribution shall be made, at the time of site plan approval for the Townhouse Parcel, to the Fairfax County Housing Trust Fund of 0.5% of the base sales price of each townhouse unit actually constructed. The amount of said contribution shall be determined in coordination with the Department of Housing and Community Development.
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. A covenant shall be placed on each townhouse garage unit that prohibits the use of the garage for any purpose which precludes motor vehicle storage. This covenant shall be recorded among the land records of Fairfax County prior to the sale of lots and shall run to the benefit of the HOA and to the Board. Prior to recordation, the covenant shall be approved by the Fairfax County Attorney's office. The HOA documents shall expressly state this use restriction.
20. Open Space. A minimum of approximately 56%, including the area being dedicated to the FCPA, of the Townhouse Parcel shall be retained in open space as defined by the Fairfax County Zoning Ordinance. At the time of recordation of the site plan, the

Applicant shall convey to the HOA, for ownership and maintenance, all open space areas outside private lot lines not being dedicated to the FCPA.

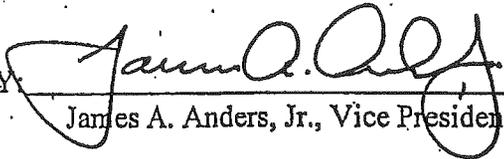
21. Noise Attenuation. Building materials shall be used with characteristics, pursuant to commonly accepted industry standards, to achieve a maximum interior noise level of approximately 45 dBA Ldn as follows:
- A. All residential units impacted by highway noise levels of between 70 and 75 dBA Ldn (approximately 355 feet from the centerline of Route 50) and not otherwise shielded by structures or topography shall have the following acoustical attributes: Exterior walls shall have a laboratory STC rating of at least 45; doors and windows shall have a laboratory STC rating of at least 37. If glazing constitutes more than twenty percent (20%) of any affected facade, they shall have the same laboratory STC as walls. Measures to seal and caulk between exterior wall surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission.
 - B. All residential units impacted by highway noise levels of between 65 and 70 dBA Ldn (approximately 370 feet from the centerline of Route 50) and not otherwise shielded by structures or topography shall have the following acoustical attributes: Exterior walls shall have a laboratory STC rating of at least 39; doors and windows shall have a laboratory STC rating of at least 28. If glazing constitutes more than twenty percent (20%) of any affected facade, they shall have the same laboratory STC as walls. Measures to seal and caulk between exterior wall surfaces shall follow methods approved by the American Society for Testing and Materials to minimize sound transmission.
 - C. In order to achieve a maximum exterior noise levels of 65 dBA within rear yards of units, noise attenuation structures such as acoustical fencing, walls, earthen berms or combinations thereof, shall be provided for those rear yard areas that are unshielded by topography or structures. If acoustical fencing or walls are used, they shall be architecturally solid from the ground up with no gaps or openings and of sufficient height, subject to the height limitations of the Zoning Ordinance, to adequately shield the impacted area from the source of noise, as determined through a noise study prepared by a qualified acoustical engineer for the approval of DPWES.
 - D. As an alternative to "A," "B," or "C" above, a refined acoustical analysis may be performed, subject to approval of DPWES, to verify or amend the noise levels and impact areas set forth above and/or to determine which units may have sufficient shielding from topography or structures to permit a reduction in the mitigation measures prescribed above; or to determine minimum STC ratings for exterior walls, windows, and doors.
22. Lighting. All common area lighting except entry monumentation/signage lighting shall be directed inward and downward to prevent light spilling onto adjacent properties; public street 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.

23. 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 to assist in the initial sale of homes on the Property. Furthermore, the agents and employees involved in the marketing and sale of the residential units on the Property shall be directed to adhere to this proffer.
24. Density Credit. All intensity of use attributable to land areas dedicated and conveyed to the Board, 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 out of which the dedication has occurred.
25. Severability. Any portion of the Property may be the subject of a PCA and/or GDPA without joinder and/or consent of any other portion, if such PCA and/or GDPA does not have any material adverse effect on such portion. Previously approved proffered conditions or development conditions applicable to the portion of the Property not the subject of such a PCA and/or GDPA shall otherwise remain in full force and effect.
26. 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.
27. Successors and Assigns. Each reference to "Owner" and/or "Applicant" in this Proffer Statement shall include within its meaning, and shall be binding upon, the respective entity's successor(s) in interest, assigns, and/or developer(s) of the Property or any portion of the Property.

[SIGNATURES ON FOLLOWING PAGES]

WINCHESTER HOMES, INC., *Applicant and
Contract Purchaser*

BY: 
James A. Anders, Jr., Vice President

LEADER NURSING AND REHABILITATION
CENTER OF VIRGINIA, INC., *Title Owner*

BY: _____
David B. Lanning, Vice President

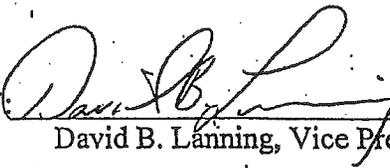
WINCHESTER HOMES, INC., *Applicant and
Contract Purchaser*

BY: _____

James A. Anders, Jr., Vice President

LEADER NURSING AND REHABILITATION
CENTER OF VIRGINIA, INC., *Title Owner*

BY: _____


David B. Lanning, Vice President

MANOR HEALTHCARE CORP.
LEADER NURSING AND REHABILITATION CENTER OF VIRGINIA, INC.
PCA 84-P-114-2
SEA 84-P-129-2

September 27, 1995

PROFFERS

Pursuant to Section 15.1-491(a) of the Code of Virginia (1950 as amended) and Section 18-203 of the Zoning Ordinance of Fairfax County (1978 as amended), the property owner, Leader Nursing and Rehabilitation Center of Virginia, Inc., and operator/applicant, Manor Healthcare Corp., for themselves and their successors or assigns (hereinafter collectively referred to as "Developer") proffer that the development of the parcels under consideration and shown on Fairfax County Tax Map as Tax Map Reference 45-4-((1))-6A, (hereinafter referred to as the "Property" or "Project") will be in accordance with the conditions set forth herein. If accepted, these proffered conditions supersede all previous proffers proposed or accepted for the Property. The proffered conditions are as follows:

GENERAL DEVELOPMENT

The Property which is the subject of this application shall be developed in phases in accordance with the Special Exception Amendment/PCA Plat dated April 3, 1995, and revised through August 10, 1995, (hereinafter the "Plat") and approved as a part of these applications, provided, however, that reasonable modifications as determined by the Department of Environmental Management ("DEM") shall be permitted when necessitated by sound engineering

practices, or which may be necessary due to final engineering or final architectural constraints, provided that all modifications shall be in substantial conformance with the Plat, including commitments made to North Lakes Village Homeowners Association as to the following issues for the development of Phase II - Arden Courts: the building location, maximum height, architectural treatment, site lighting, stormwater detention pond landscaping, and areas to be re-naturalized. No modifications will be allowed to increase the floor area ratio approved for the Project. The Project will be constructed in phases in general accord with the phasing schedule set forth on Sheet 4 of 11 of the Plat, as follows: Phase II shall include 30 additional skilled nursing beds and the 56 unit Arden Courts facility; Phase III shall include the 126 unit Springhouse facility; and Phase IV shall include the remaining additional 30 skilled nursing beds.

2. Consistent with Proffer #1, the location of the buildings and proposed building heights shall be as shown on the Plat.

3. Any adjustments to the approved plans (particularly any modifications affecting the maximum height and/or the location of the Phase II - Arden Courts building) which require a Proffered Condition Amendment ("PCA") and/or a Special Exception Amendment ("SEA") shall be submitted to an individual or subcommittee designated by the North Lakes Village Homeowners Association for reasonable and timely review and approval.

4. The Developer agrees to adhere to the Phasing Plan for the development of the Project as set forth on Sheet 4 of 11 of the Plat.

STORMWATER DETENTION FACILITY

5. All detention ponds and stormwater management facilities constructed on the Property and/or associated with the development shall be BMP facilities in accordance with the County's written criteria/guidelines for such facilities, unless modified or waived by DEM. The existing dry stormwater detention pond constructed at the southern end of the Property may be modified by the Developer to accommodate the development proposed and approved as a part of these applications. The Developer shall make the modifications to the stormwater detention facility at the beginning of the construction activities for Phase II - Arden Courts. The Developer shall also install the landscaping and commence re-naturalization of the pond area, as shown on the Plat, during Phase II, as soon as possible so that the additional landscaping will have the maximum amount of time to mature and provide screening for the adjacent residential community. Landscaping at the south end of the stormwater detention pond shall occur at the beginning of Phase II construction unless early installation of materials would cause damage to the landscaping due to undesirable weather conditions or due to Phase II construction activities. The Developer recognizes that North Lakes Village, may be affected during the Phase II construction activities and commits to consult with an individual or subcommittee designated by the North Lakes Village Homeowners

Association to review steps to be taken to minimize the impact of such construction. Such modifications to the stormwater detention pond shall conform to the Plat.

TRANSPORTATION

6. The Developer agrees to reimburse VDOT for the costs incurred in closing the easternmost Route 50 entrance to the Property upon completion of the improvements, in accordance with Project #R000-029-249.

7. The Developer shall dedicate a 12½ foot wide section of right-of-way along the Property's southern boundary, as shown on the Plat, to permit the construction by others of a connector road and associated appurtenances (sidewalks, lighting fixtures and the like) between Fields Brigade Road, Meadow Fields Drive, Dorforth Drive and North Lake Drive. The Developer shall not be responsible for any construction costs for such roadway and any associated appurtenances. If permitted by paragraph (4) of Section 2-308 of the Fairfax County Zoning Ordinance, the Developer shall receive density credit for the dedicated right-of-way. Dedication of the right-of-way shall occur upon the request of either VDOT or Fairfax County, or at the time of final site plan approval for Phase II, whichever event occurs first.

In addition to the dedicated right-of-way, the Developer shall agree to provide temporary ancillary easements within an area not to exceed five feet (5') from the dedicated right-of-way, so long as the granting of such easements does not require the Developer to

reconstruct the embankment of the existing storm water management/detention pond.

8. In order to assist in additional roadway improvements planned for the Fairfax Center Area, the Developer shall make a contribution for 182 beds/units in accordance with the residential rate listed in the Procedural Guidelines as amended, for each bed/unit in the medical care facilities on the Property. It is understood and acknowledged by the County that the Developer has to date paid for 180 beds/units. With respect to said contributions, the Developer shall be entitled to any credits for off-site construction activities which may be permitted by the Procedural Guidelines as amended.

AMENITIES

9. The Developer agrees that the amenity package for the Project as a whole shall, at a minimum, include the following:

- (a) Central dining with dietician, planning, menu rotation and special diet provisions;
- (b) Regularly scheduled housekeeping and linen services;
- (c) Facilities to ensure adequate health monitoring and observations of the residents;
- (d) 24 hour security staffing;
- (e) Beauty salon and barber shop;
- (f) Art, crafts, and multipurpose room with regularly scheduled and organized educational and recreational activities;
- (g) Garden areas;

(h) Periodically scheduled on and offsite social activities;

(i) Regularly scheduled coordination between the project's administrative staff and applicable County and State agencies, such as the County's Area Agency on the Aging to ensure the residents have access to available activities and services provided by such agencies.

10. The Developer shall coordinate and arrange shuttle bus service for the residents on an as required basis for trips to include mall shopping, doctor's appointments, sightseeing, and other activities, in and around the Washington metropolitan area.

LANDSCAPING

11. For each phase of the Project, a landscape plan shall be submitted with the site plan for the phase which will be in general accord with the landscape plan shown on Sheet 5 of 11 of the Plat. The landscape plan shall be submitted to the Urban Forester for approval prior to incorporation into the final site plan submission for each phase of the Property. Any revisions to the Phase II landscape plan, other than those considered minor by the Urban Forester and the Office of Comprehensive Planning, shall be concurrently submitted to an individual or subcommittee designated by the North Lakes Village Homeowners Association for reasonable and timely review and approval. The Developer agrees to install landscaping on the Property, in accordance with the phasing as set forth on Sheet 4 of 11 of the Plat, and in accordance with Proffer 3 above. The Developer agrees to provide the landscaping for the

northwest portion of the Property along Route 50 during Phase II, and for the northeast portion of the Property along Route 50 during Phase III.

11. The Developer shall provide supplemental landscape screening on the north shore of the stormwater detention facility, as shown on Sheets 5 and 9 of 11 of the Plat, and shall re-naturalize the area between the north shore of the stormwater detention facility and the existing trail. The Developer agrees to install the screening and re-naturalize as set forth herein in accordance with the phasing as set forth on Sheet 4 of 11 of the Plat, and in accordance with Proffer 3 above.

12. During Phase II of the Project, the Developer agrees to install any landscaping which was required on the site plan and not installed under Phase I of the Project, and to replace any landscaping in Phase I which has subsequently died. The Developer agrees to address and correct any areas of existing erosion in the proximity to Phase I during its construction and landscaping activities in Phase II as determined by DEM.

13. The Developer agrees to engage a landscape professional to manage and maintain the landscaping and re-naturalized areas on the Property.

LIMITS OF DISTURBANCE

14. The area within the EQC limits and the building restriction lines shall remain undisturbed open space. Any necessary disturbing of that area, including, but not limited to, installation of trails, utilities and stormwater management

facilities, shall be done in such a manner as to minimize the disturbance, and shall, to the extent necessary, be replanted subject to the review and approval of the Urban Forester.

15. The Developer agrees that clearing and grading and other construction activities associated with Phase II - Arden Courts shall be contained within the "Limits of Disturbance" lines as shown on Sheet 4 of 11 of the Plat. The Developer agrees that except for the clearing and grading activities into the area of Phase III, as shown on Sheet 4 of 11 of the Plat, necessary for the construction of Phase II - Arden Courts, it will not commence clearing and grading for future phases until construction for those phases has commenced.

SIGNAGE

17. The Developer shall design an integrated sign plan to ensure that all signs are consistent with the architecture and the residential character of the development. All signage materials shall be compatible with those used throughout the development.

LIGHTING

18. The Developer agrees that it shall install coach type lighting on the Property, as shown on Sheet 7 of 11 of the Plat, and as may be approved by Fairfax County. All on-site lighting directly visible to the adjacent townhome residents in North Lakes Village shall be either shielded or screened so as to control light and glare in accordance with the Fairfax County Zoning Ordinance.

19. The Developer shall provide a lighting plan, including performance criteria, prior to site plan approval.

TRAIL SYSTEM

20. The Developer agrees to construct an integrated trail system in general accord with the Plat. In addition, the Developer agrees to install a series of gazebos, benches and patios on the site, in general accord with the Plat, which will be available to all residents and their visitors.

ARCHITECTURAL TREATMENT

21. The Developer agrees to construct the additions to the skilled nursing portion of the Project in Phases II and IV, with building materials that are similar to the existing architectural treatment; and the Developer agrees to construct the Arden Courts building in a yellow colored vinyl siding with white trim, and the Spring House building in general accord with the building materials represented on the elevations shown on Sheets 2 and 11 of 11 of the Plat.

ARCHEOLOGY

22. The County Archeologist shall be notified by the Developer thirty (30) days prior to construction activities on the Property and shall be permitted to recover any artifacts uncovered during the land disturbance so long as such recovery by the County does not impede or slow down the construction activities or schedule for the Project.

ACOUSTICAL TREATMENT

23. For those portions of the Property located within the Highway Noise Impact Zone, in order to achieve a maximum interior noise level of 45 dBA Ldn, all units located between the 70-75 DBA Ldn highway noise impact contours, and 355 feet from the centerline of Route 50, should have the following acoustical attributes:

a. Exterior walls shall have a laboratory sound transmission class (STC) rating of at least 45.

b. Doors and windows shall have a laboratory STC rating of at least 37. If windows constitute more than 20% of any facade, they should have the same laboratory STC ratings as walls.

c. Measures to seal and caulk between surfaces should follow methods approved by the American Society for Testing and Materials to minimize sound transmission.

d. As an alternative, the Developer may at its sole discretion have a refined acoustical analysis performed in coordination with County Staff to determine which buildings may have sufficient shielding to permit a reduction in the mitigation measures prescribed above, subject to approval by DEM.

24. In order to achieve a maximum exterior noise level of 65 DBA Ldn, noise attenuation features, including but not limited to: acoustical fencing, walls, earthen berms, or a combination thereof, should be provided for the courtyards which are unshielded by topography or built structures, as determined by DEM.

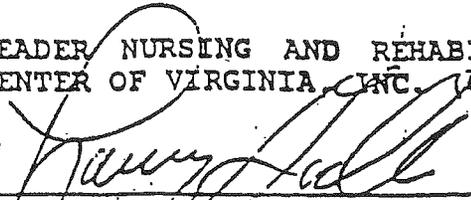
These proffers may be executed in counterparts and the counterparts shall constitute one and the same proffer statement.

Date:

9/27/95

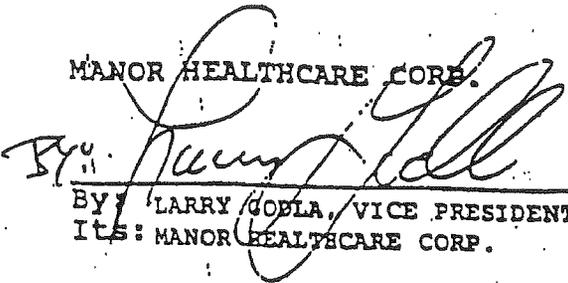
LEADER NURSING AND REHABILITATION
CENTER OF VIRGINIA, INC. (Owner)

BY:


BY: Larry Godia, Vice President
ITS: LEADER NURSING AND REHABILITATION
CENTER OF VIRGINIA, INC.

MANOR HEALTHCARE CORP.

Date: 9/27/95

By: 
BY: LARRY GOBLA, VICE PRESIDENT
ITS: MANOR HEALTHCARE CORP.

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