

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale (this “**Agreement**”) is made as of this ___ day of _____, 2020 (“**Effective Date**”), by and between **FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “**FCRHA**”) and **CHPPENN LAND, LLC**, a Virginia limited liability company (together with any permitted assignee under this Agreement, “**Purchaser**”; Purchaser and FCRHA together collectively, the “**Parties**”).

RECITALS:

1. The FCRHA is the fee simple owner of an approximately 48-acre tract of land in Fairfax County, Virginia (the “**County**”), having the Fairfax County Tax Map No. 92-4 ((1)), parcel 82A (the “**Existing County Land**”).

2. The Existing County Land is comprised of (a) the Woodley Hills Estates manufactured home community, which occupies approximately 13 of the 48 acres, and (b) an approximately 35-acre, unimproved tract of land known as North Hill and described on **Exhibit A** attached to this Agreement and incorporated by reference (such 35 acre tract, the “**North Hill Property**”).

3. In 2012, the FCRHA received an unsolicited proposal from a developer under the Public Private Education Facilities and Infrastructure Act of 2002, Virginia Code Ann. §§ 56-575.1 *et seq.* (the “**PPEA**”) proposing to redevelop the North Hill Property as a mixed income, affordable housing and market rate housing community comprised of multifamily apartments and townhouses.

4. In accordance with the PPEA and the FCRHA PPEA guidelines, the FCRHA then issued a “Request for Competing Proposals”, RCP number RFCP 2000000000 in 2013 (the “**RCP**”). The RCP included criteria calling for, among other things, development of approximately 350 or more units on a portion of the North Hill Property, with the undeveloped balance to be preserved as parkland.

5. CHPPENN I, LLC, a Virginia limited liability company (“**CHPPENN**”) submitted a response to the RCP that the FCRHA determined to be the most responsive to the RCP.

6. After negotiations with the FCRHA, CHPPENN proposed the construction of a maximum of 279 multi-family dwelling units, including approximately 60 senior independent living units, in five separate, high quality, urban designed buildings with structured parking (the “**Affordable Housing Units**”) on one or more portions of the North Hill Property (collectively, the “**Ground Lease Premises**”), as more particularly identified in the Ground Leases that will be executed (each a “**Ground Lease**” and, collectively, the “**Ground Leases**”) pursuant to Contracts to Ground Lease between the FCRHA and CHPPENN, originally dated March 2, 2017 (collectively, as amended, restated, and modified to date and as they may be further amended and modified, the “**Contracts to Ground Lease**”). CHPPENN also proposed the construction of approximately 175 for-sale townhomes (“**For-Sale Townhomes**”) located on another portion of the North Hill Property.

7. In connection with the RCP and the overall revitalization of the North Hill Property and surrounding area, the FCRHA desires to sell a portion of the North Hill Property to Purchaser to facilitate the construction of the For-Sale Townhomes and to use a portion of the proceeds of such sale to assist with the site work costs of the Affordable Housing Units.

8. The Parties also intend that the remainder of the North Hill Property be retained, developed and maintained for use as a public park (the “**Park**”). The development of the For-Sale Townhomes, the Affordable Housing Units, and the Park is referred to as the “**Project**”.

9. The Project is now subject to Rezoning / Final Development Plan RZ/FDP 2016-MV-014 and Proffered Condition Amendment PCA 78-V-125, both approved by the Board of Supervisors of Fairfax County, Virginia on February 14, 2017 (collectively, the “**Land Use Approvals**”) and certain proffers dated February 9, 2017 accepted in connection with the Land Use Approvals (the “**Proffers**”).

10. The FCRHA and CHPPENN entered into a Comprehensive Agreement, dated March 31, 2020 (as amended to date, the “**Comprehensive Agreement**”), ratifying and approving the Contracts to Ground Lease, the forms of Ground Lease, and other documents necessary for the development of the Project.

11. One document approved in the Comprehensive Agreement was an Agreement of Purchase and Sale dated February 5, 2019, between the FCRHA and K. Hovnanian Virginia Operations, Inc., a Virginia corporation (formerly known as K. Hovnanian Homes of Virginia, Inc.) (“**KHOV**”), pursuant to which the FCRHA was to sell the Property to KHOV (as amended and modified to date, the “**Old PSA**”).

12. The sale of the Property by the FCRHA is necessary for the development of the Project because the FCRHA intends to use the proceeds of the sale to fund loans to affiliates of CHPPENN for the construction of site work and infrastructure supporting the Affordable Housing Units, all pursuant to Development and Loan Agreements, dated March 31, 2020, and approved under the Comprehensive Agreement (collectively, the “**DLAs**”). The Affordable Housing Units cannot be constructed without these loan funds, and CHPPENN’s other lenders and investors for the Affordable Housing Units will not close on their respective fundings without funds being available under the DLAs.

13. Due to deadlines and constraints imposed by CHPPENN’s lenders and investors, funding for the Affordable Housing Units must close by no later than June 9, 2020.

14. Due to, among other things, the economic uncertainty caused by the COVID-19 pandemic, KHOV was unable to close under the Old PSA by June 9, 2020. Accordingly, the Old PSA was terminated on May [], 2020.

15. The Comprehensive Agreement permits CHPPENN to propose a replacement purchaser for the Sale Property, and CHPPENN has proposed Purchaser as such replacement purchaser, pursuant to the terms of this Agreement.

16. The Parties now desire to enter into this Agreement as the binding Agreement between the Parties with respect to the purchase and sale of the Property (as defined below) and

of the matters set forth below.

NOW THEREFORE in consideration of the mutual promises of the Parties and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Incorporation.** The Recitals set forth above are incorporated by reference.
2. **Agreement of Purchase and Sale; Legal Description of Land.**

(a) The FCRHA agrees to sell the Property to Purchaser and Purchaser agrees to purchase the Property from the FCRHA on the terms and conditions set forth in this Agreement. The term “**Property**” shall mean (i) the real property (the “**Land**”) more particularly described in **Exhibit A-1** attached to this Agreement and incorporated by reference (subject to Section 2(b)); (ii) all improvements situated on the Land, if any; (iii) all easements belonging to or benefiting the Land; (iv) all strips, gores, easements, rights-of-way and privileges belonging or inuring to the benefit of the Land; and (v) all other rights, privileges, and appurtenances of any nature whatsoever relating to the Land.

(b) The Parties acknowledge that the legal description for the Land identified on **Exhibit A-1** will be modified, by either subdivision or lot line adjustment, so as to create a tax map parcel separate from and out of the North Hill Property. The Parties shall reasonably cooperate with each other and with CHPPENN in pursuing and obtaining such subdivision or lot line adjustment, which subdivision or lot line adjustment shall be reasonably acceptable to Purchaser and consistent with the Land Use Approvals. Once the plat for such subdivision or lot line adjustment is recorded, the legal description for the portion of the North Hill Property set forth to be the Land on such plat shall be substituted for **Exhibit A-1** as the description of the Land in this Agreement. Purchaser and the FCRHA agree to execute an amendment to this Agreement to replace **Exhibit A-1** with the modified legal description of the Land after completion of the subdivision or lot line adjustment.

3. **Reserved.**

4. **Purchase Price and Method of Payment.** The purchase price for the Property shall be Eleven Million Four Hundred Fifty Nine Thousand One Hundred Dollars (\$11,459,100), subject to adjustments, if any, pursuant to the terms of this Agreement (the “**Purchase Price**”). The entire Purchase Price, plus or minus prorations, shall be paid to the FCRHA (or as otherwise directed by the FCRHA) in immediately available funds on the Closing Date (as defined below).

5. **Access; Diligence Phase.**

(a) Purchaser shall have reasonable rights of access to the Property on not less than two business days’ prior notice to the FCRHA for the purposes of performing engineering analysis including environmental tests and studies and soil borings and tests, provided that neither Purchaser nor its contractors shall unreasonably disrupt the normal operation of the Property. All such entry shall be coordinated in advance with an appropriate representative of the FCRHA; for purposes of this Section 5, the appropriate representatives shall be Kevin (Casey) Sheehan at 703-324-5146 and kevin.sheehan@fairfaxcounty.gov and Rex Peters at 703-324-5143 and

john.peters2@fairfaxcounty.gov.

(b) If Purchaser opts to enter the Property to conduct the inspections and tests described above, Purchaser (or its contractors) must obtain and maintain, at Purchaser's (or its contractor's, as the case may be) sole cost and expense general liability insurance, from an insurer reasonably acceptable to the FCRHA, in the amount of \$1,000,000 combined single limit for personal injury and property damage per occurrence. Purchaser shall deliver to the FCRHA evidence of such insurance coverage, and shall cause each of Purchaser's agents and contractors to obtain and maintain, and deliver to the FCRHA evidence of such insurance coverage prior to each entrance on the Property. This insurance policy shall name the FCRHA; The Board of Supervisors of Fairfax County, Virginia (the "**Board**"); and any representatives or designees of the FCRHA and/or the Board as additional insureds, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser and its contractors and their respective agents, employees, or contractors in connection with such inspections and tests. The FCRHA shall have the right, in its discretion, to accompany Purchaser and/or its agents during any inspection provided the FCRHA or its agents do not unreasonably interfere with Purchaser's inspection. All damage to the Property resulting from any access by or at the direction of Purchaser or its contractors shall be repaired immediately by Purchaser, at its sole cost and expense, so that the Property shall be restored to the same condition in which it existed immediately prior to such access.

(c) Purchaser shall indemnify, defend and save the FCRHA, the Board, and each of their respective agents, directors, officers and employees (collectively, the "**Indemnitees**") harmless from and against any and all losses, liabilities, suits, obligations, fines, damages, penalties, claims, costs, charges and expenses (including engineers', architects' and attorneys' fees and disbursements), which may be suffered by, imposed upon or incurred by or asserted against any of the Indemnitees as a result of any access pursuant to this Section 5, including any costs incurred by the FCRHA in repairing any damage to the Property caused by Purchaser or its contractors but not repaired by Purchaser.

(d) The provisions of Section 5 and this Agreement are in addition to those of the Right of Entry agreements between the FCRHA and CHPPENN's consultants.

(e) The indemnification provisions of this Section 5 shall survive Closing or any termination of this Agreement.

6. **Title.** The FCRHA shall convey to Purchaser fee simple title to the Property by Deed, substantially in the form attached to this Agreement as **Exhibit B** and incorporated by reference, free of monetary liens, and any real estate taxes that are due and payable up to and including the Closing Date, and subject only to (i) those matters of record as of the Effective Date and those matters shown on the title commitment attached to this Agreement as **Exhibit C** and incorporated by reference (the "**Title Commitment**"); (ii) those covenants, conditions, restrictions, easements, and other matters that are required in connection with the dedications, abandonment and vacations, subdivisions and approval of any site plan (of Purchaser, CHPPENN, or the FCRHA relating to the North Hill Property) for the development of the Property as contemplated by the Land Use Approvals and the Site Plan (as defined below) (including the Proffer Allocation Agreement and REA (each as defined below)); (iii) matters caused by

Purchaser; (iv) zoning and building regulations, ordinances, and requirements adopted by any governmental authority having jurisdiction over the Property, and any amendments and additions thereto; (v) any state of facts which a current survey or physical inspection of the Land would show as of the Effective Date and those matters shown on the survey attached to this Agreement as **Exhibit D** and incorporated herein by reference (the “**Survey**”); and (vi) any other items of which Purchaser has received notice and has failed to timely object pursuant to this Section 6 (collectively, the “**Permitted Exceptions**”).

7. **Land Use Approvals and Proffers; Certain Agreements.**

(a) Purchaser acknowledges that the Property is subject to the Land Use Approvals and Proffers and shall develop the Property in accordance with the provisions of the Land Use Approvals and Proffers, including, without limitation, the requirements of the TDM Program, as such term is defined in the Proffers.

(c) The FCRHA and Purchaser shall act in good faith and use commercially reasonable efforts to agree, and shall use commercially reasonable efforts to cause CHPPENN to agree, to final forms of the Proffer Allocation Agreement and REA (as defined below); provided, however, that (i) the REA must include a provision that the Property owner (as well as a separate, well-resourced entity, in addition to the Property owner) will be responsible for payments of \$325,000 to the FCRHA at each of three and four years after Closing, and (ii) in no event shall the FCRHA be responsible for any costs relating to the For-Sale Townhomes, the Property, the Affordable Units, or the Ground Lease Premises.

8. **Conditions Precedent; Closing Deliverables.**

(a) Conditions Precedent to the FCRHA’s Obligation to Close. The following conditions shall be conditions precedent to the FCRHA’s obligation to proceed to Closing, all or any of which, except as otherwise provided in this Agreement, may be waived by the FCRHA:

(i) That Purchaser shall have performed all of its material obligations set forth in this Agreement;

(ii) That the representations and warranties of Purchaser set forth in Section 10(b) below shall remain true and correct in all material respects as of the Closing Date;

(iii) That (A) CHPPENN or its assignee(s) and (B) the FCRHA shall each have entered into each of the Ground Leases before or simultaneously with the Closing and in accordance with the Contracts to Ground Lease; and

(iv) That, on or prior to the Closing Date, Purchaser has delivered Purchaser’s Closing Deliverables (as defined below) to the Closing Agent.

If the conditions set forth in this Section 8(a) are not satisfied or are not waived by the FCRHA by the Closing Date, the FCRHA shall have the unqualified right, upon delivery of written notice to Purchaser within thirty (30) days after the Closing Date, to terminate this Agreement. In such event, Purchaser shall deliver to the FCRHA within five business days after receipt of the FCRHA’s termination notice, an assignment of Purchaser’s interest in the site plan for the Property

(“**Site Plan**”), the related technical and diligence materials reasonably necessary or desirable for advancing the Site Plan, and the related contracts for such materials (collectively, the “**Site Plan Materials**”). Except for the provisions of this Agreement that expressly survive termination and for Purchaser’s obligation to deliver Site Plan Materials referenced above, after any such termination, neither Purchaser nor the FCRHA shall have any other or further liability under this Agreement.

(b) Conditions Precedent to Purchaser’s Obligation to Close. The following conditions shall be conditions precedent to Purchaser’s obligation to proceed to Closing, all or any of which, except as otherwise provided under this Agreement, may be waived by Purchaser.

(i) That the representations and warranties of the FCRHA set forth in Section 10(a) shall remain true and correct in all material respects without regard to any knowledge limitations, as of the Closing Date;

(ii) That title to the Property shall be in the condition required by Section 6 of this Agreement;

(iii) That on the Closing Date, no sewer, water or building moratorium shall have been declared by any applicable governmental authority which, in Purchaser’s reasonable judgment, would preclude Purchaser from building at least 156 townhomes; nothing contained in the Land Use Approvals or the Proffers shall constitute such a moratorium with respect to the development of the For-Sale Townhomes;

(iv) That (A) CHPPENN or its assignee(s) and (B) the FCRHA shall each have entered into each of the Ground Leases before or simultaneously with the Closing and in accordance with the Contracts to Ground Lease; and

(v) That, on or prior to the Closing Date, the FCRHA has delivered the FCRHA’s Closing Deliverables (as defined below) to Closing Agent.

If the conditions set forth in this Section 8(b) are not satisfied or are not waived by Purchaser by the Closing Date, Purchaser shall have the unqualified right, upon delivery of written notice to the FCRHA within 30 days after the Closing Date, to terminate this Agreement. Except for the provisions of this Agreement that expressly survive termination, after any such termination, neither Purchaser nor the FCRHA shall have any other or further liability under this Agreement.

(c) FCRHA Closing Deliverables. Before the Closing Date (as defined below), FCRHA shall deliver the following to the Closing Agent (collectively, “**FCRHA’s Closing Deliverables**”):

(i) One original executed and notarized deed of bargain and sale (the “**Deed**”), substantially in the form attached to this Agreement as **Exhibit B**, together with any other customary and reasonably necessary documentation required to cause the Deed to be recorded;

(ii) Two original executed counterparts of a closing statement, as agreed to by the FCRHA and Purchaser, showing applicable closing adjustments and proration;

(iii) Three original executed counterparts of an agreement to allocate the responsibilities and costs for Proffers for the Project (the “**Proffer Allocation Agreement**”);

(iv) Three original executed counterparts of an agreement to reflect such easements and related provisions as may be necessary for the development, operation, and maintenance (including the performance of and payment for routine and capital maintenance and replacement work) of the Project (the “**REA**”);

(v) Such other documents as Purchaser or Purchaser’s title insurance company may reasonably require, including owner’s affidavits, tax affidavits, or FIRPTA affidavits; provided, however, the FCRHA shall not be required to deliver any affidavit or other document that creates liability for matters not contemplated by this Agreement (such as an indemnity from the FCRHA).

(d) Purchaser’s Closing Deliverables. Before the Closing Date (as defined below, Purchaser shall deliver the following to the Closing Agent (collectively, “**Purchaser’s Closing Deliverables**”):

(i) The Purchase Price (subject to a credit for adjustments and prorations as expressly set forth in this Agreement);

(ii) Two original executed counterparts of a closing statement, as agreed to by the FCRHA and Purchaser, showing applicable closing adjustments and prorations; and

(iii) Three original executed counterparts of each of the Proffer Allocation Agreement and the REA, as applicable.

9. **Closing**. The parties shall consummate the purchase and sale of the Property in accordance with this Agreement (the “**Closing**”) at the offices of Land Services USA, Inc. (the “**Closing Agent**”) on a date as determined by this Section 9. At any time after May 18, 2020, the FCRHA may, on at least three (3) days’ advance notice to Purchaser (any such notice, a “**Closing Notice**”) establish a date as the date for Closing (as may be further adjusted pursuant to this Section, the “**Closing Date**”), which Closing Date shall in no event be later than the Outside Closing Date (defined below), unless extended by both parties. After sending a Closing Notice, the FCRHA may extend the Closing Date (by any length of time, subject to the Outside Closing Date) by either sending a notice as described in Section 17 or by sending an e-mail to both David Schultz (dschultz@chpc2.org) and Ivy Dench-Carter (icarter@pennrose.com). Closing may not occur later than June 9, 2020 (the “**Outside Closing Date**”). A Closing Notice does not constitute satisfaction or waiver of any condition precedent contained in this Agreement, and the Closing Date shall be automatically extended to allow for the satisfaction of the conditions precedent set forth in Section 8(a)(iii) and 8(b)(i)-(v), but no later than June 9, 2020. The parties may agree to extend the Outside Closing Date, but neither party is under any obligation to do so. Neither party is required to attend Closing in person. The parties may agree to conduct the Closing in a different location, but neither party is under any obligation to do so.

10. **Representations and Warranties**.

(a) The FCRHA’s Representations and Warranties. The FCRHA represents and

warrants to Purchaser that:

(i) The FCRHA has full right, power, and authority to enter into, execute, acknowledge and deliver this Agreement and to carry out the terms of this Agreement. All requisite actions have been taken by the FCRHA to consummate the transactions contemplated by this Agreement. The party executing, on behalf of the FCRHA, this Agreement and any documents contemplated to be executed by the FCRHA under this Agreement has the authority to execute this Agreement and such documents on the FCRHA's behalf.

(ii) This Agreement constitutes, and all other agreements, documents and instruments to be executed pursuant to this Agreement by the FCRHA, when executed and delivered by the FCRHA, will each constitute a valid and binding obligation of the FCRHA, enforceable in accordance with its terms (except as such terms may be limited by (1) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar law affecting creditors' rights generally or (2) general principles of equity, whether considered in a proceeding in equity or at law).

(iii) The FCRHA has not entered into any other agreement for the sale or transfer of the Property or the development rights affecting any portion of the Property.

(iv) To the best of the FCRHA's actual knowledge, the FCRHA has received no written notice of any violation or threatened claim or litigation relating to the Property or the transactions contemplated by this Agreement that, if successful, would have any material negative effect on the value of the Property or the FCRHA's ability to sell the Property as contemplated by this Agreement. For purposes of this representation, "to the best of the FCRHA's actual knowledge," shall mean the current actual knowledge of the County Attorney of the County of Fairfax, Virginia, and the Director of the Fairfax County Department of Housing and Community Development, without any independent investigation or inquiry, and without regard to the knowledge of any former or other employees, agents, or contractors of the FCRHA.

(v) To the best of the FCRHA's actual knowledge, this Agreement does not violate the terms of any contract, lease, law, order, regulation, or instrument to which the FCRHA is a party or by which the FCRHA is bound. For purposes of this representation, "to the best of the FCRHA's actual knowledge," shall mean the current actual knowledge of the Director of the Fairfax County Department of Housing and Community Development, and the County Attorney of the County of Fairfax, Virginia, without any independent investigation or inquiry, and without regard to the knowledge of any former or other employees, agents or contractors of the FCRHA.

(vi) To the best of the FCRHA's actual knowledge, the FCRHA has delivered (or shall deliver in accordance with this Contract) all material documents relating to the physical condition of the Property in FCRHA's possession, including, but not limited to, all soil studies, environmental reports, wetlands reports and permits, and archaeological reports, but excluding any proprietary or confidential materials of the FCRHA or any such information not reasonably accessible to the FCRHA. For purposes of this representation, "to the best of the FCRHA's actual knowledge," shall mean the current actual knowledge of the County Attorney of the County of Fairfax, Virginia, and the Director of the Fairfax County Department of Housing

and Community Development, without any independent investigation or inquiry, and without regard to the knowledge of any former or other employees, agents or contractors of the FCRHA. For purposes of this representation, a “material document” shall mean a document which, if not delivered to Purchaser, would have a material negative effect on the value of the Property or the FCRHA’s ability to sell the Property as contemplated by this Agreement.

The FCRHA covenants and agrees promptly to notify Purchaser of any state of facts that would constitute a material breach of or render inaccurate any of the foregoing representations and warranties promptly after becoming aware of such state of facts.

(b) Purchaser’s Representations and Warranties. Purchaser represents and warrants as follows:

(i) Purchaser and the individual or individuals executing this Agreement on behalf of Purchaser have the full right, power, and authority to enter into, execute, acknowledge, and deliver this Agreement and to carry out the terms of this Agreement. All requisite actions have been taken by the Purchaser to consummate the transactions contemplated by this Agreement. The party executing, on behalf of the Purchaser, this Agreement and any documents contemplated to be executed by the Purchaser under this Agreement has the authority to execute this Agreement and such documents on the Purchaser’s behalf.

(ii) This Agreement constitutes (and all other agreements, documents and instruments to be executed pursuant to this Agreement by Purchaser, when executed and delivered by Purchaser, will each constitute) a valid and binding obligation of Purchaser, enforceable in accordance with its terms (except as such terms may be limited by (1) any applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar law affecting creditors’ rights generally or (2) general principles of equity, whether considered in a proceeding in equity or at law).

(iii) There are no legal actions pending (or, to the best of Purchaser’s actual knowledge, threatened) against Purchaser or any affiliates of Purchaser, or against any of their respective partners, shareholders, members, officers, directors or managers, that would materially impair Purchaser’s ability to perform its obligations in accordance with this Agreement. For purposes of this representation, “to the best of the Purchaser’s actual knowledge,” shall mean the current actual knowledge of David Schultz and/or Ivy Dench-Carter, without any independent investigation or inquiry, and without regard to the knowledge of any former or other employees, agents or contractors of the Purchaser.

(iv) To the best of the Purchaser’s actual knowledge, this Agreement does not violate the terms of any contract, lease, law, order, regulation, or instrument to which the Purchaser is a party or by which the Purchaser is bound. For purposes of this representation, “to the best of the Purchaser’s actual knowledge,” shall mean the current actual knowledge of David Schultz and/or Ivy Dench-Carter without any independent investigation or inquiry, and without regard to the knowledge of any former or other employees, agents or contractors of the Purchaser.

(v) To the best of Purchaser’s actual knowledge, neither Purchaser nor any of its officers, directors, or affiliates have ever been debarred or suspended by any department

or agency of the federal government or of any state government from doing business with such department or agency. For purposes of this representation, “to the best of the Purchaser’s actual knowledge,” shall mean the current actual knowledge of David Schultz and/or Ivy Dench-Carter, without any independent investigation or inquiry, and without regard to the knowledge of any former or other employees, agents or contractors of the Purchaser.

(vi) Neither Purchaser nor any of its officers or directors has ever been convicted of the commission of a felony or is presently the subject of a complaint or indictment charging commission of a felony.

Purchaser covenants and agrees immediately to notify the FCRHA of any state of facts that would constitute a breach of or render inaccurate any of the foregoing representations and warranties promptly after becoming aware of such state of facts.

11. **Conduct of Business; Maintenance and Operation of Property.** Between the Effective Date and the Closing Date, the FCRHA shall cause the Property to be maintained substantially in its present order and condition, except for normal wear and tear, casualty, and condemnation.

12. **Costs and Prorations.**

(a) Purchaser will be responsible for all real estate taxes (including those stemming from any special tax district) assessed against the Property after the Closing Date. Any items not susceptible of exact proration at Closing will be reconciled as of the Closing Date by Purchaser and the FCRHA within ninety (90) days after Closing occurs. Any special assessments applicable to the Property for the period prior to the Closing Date shall be the responsibility of the FCRHA prior to or at Closing even if the improvements applicable to such special assessments have not been completed as of the Closing Date. Any special assessments applicable to improvements completed prior to the Closing Date that are assessed after the Closing Date but apply to the period prior to the Closing Date shall be the responsibility of the FCRHA.

(b) The FCRHA shall pay for the cost of preparation of the Deed and for the release of any deeds of trust or other monetary liens encumbering the Property. In addition, the FCRHA shall be obligated to pay for the Virginia Grantor’s tax and the Regional Congestion Relief Fee on the Deed, as well as for all legal fees for attorneys representing the FCRHA who have been retained by the FCRHA.

(c) Purchaser shall be obligated to pay for the transfer taxes and costs of recordation of the Deed, except for the Virginia Grantor’s Tax and the Regional Congestion Relief Fee, and for any other recordation taxes, recording fees and costs for any other documents, including the REA, to be recorded in connection with the transactions contemplated under this Agreement for the For-Sale Townhomes. Purchaser shall also be obligated to pay all title insurance premiums, and settlement fees charged by the title company as well as for all legal fees for attorneys representing Purchaser and for the costs of recording any deeds of trust being placed on the Property at Closing.

(d) If charged, any escrow fees of the title company and/or Closing Agent, shall

be divided equally between the FCRHA and Purchaser.

13. **Risk of Loss; Condemnation or Casualty Event Pending Closing; Damage or Destruction of Property.**

(a) Risk of loss shall remain with the FCRHA until Closing. The FCRHA shall notify Purchaser of any (i) condemnation or taking by eminent domain of any portions of the Property or (ii) casualty event affecting the Property. Purchaser and the FCRHA agree that the FCRHA has no obligation to restore the Property in the event of a condemnation or casualty event.

(b) Provided that any such condemnation or casualty event does not materially adversely affect the Property, Purchaser shall remain obligated to close under this Agreement, without adjustment to the Purchase Price. For purposes of this Section 13(b), a condemnation or casualty event will “materially adversely affect the Property,” if, such condemnation or the occurrence of such casualty event, as applicable, would result in the absolute inability to develop fewer than 156 For-Sale Townhomes on the Property or the loss of any access points. If a condemnation or casualty event has a material adverse effect on the Property as specified above, Purchaser shall have the right to terminate this Agreement without liability, by so notifying the FCRHA within fifteen (15) days of the FCRHA’s notification to Purchaser of the condemnation or casualty event, and except for the indemnification provisions of Sections 5 and 19(m), neither the FCRHA nor Purchaser shall have any further liability under this Agreement.

(c) In addition, if Purchaser does not so terminate the Agreement, then Purchaser shall remain obligated to close under this Agreement, and neither such condemnation or casualty event nor the condition of the Property thereafter shall be deemed to give rise to a default, and the FCRHA shall assign to Purchaser at Closing all condemnation awards or insurance proceeds payable to the FCRHA that pertain to the Property.

14. **Possession.** The FCRHA shall deliver sole and exclusive possession of the Property to Purchaser upon Closing, subject only to the rights of others (if any) under Permitted Exceptions.

15. **Default and Remedies.**

(a) **Default by the FCRHA.** If the FCRHA is in material breach of its obligations under this Agreement, Purchaser’s sole and exclusive remedy shall be to either (i) terminate this Agreement by delivery of written notice to the FCRHA, or (ii) sue the FCRHA for specific performance. In no event shall Purchaser be entitled to any other damages, including consequential, punitive, exemplary, or other types of monetary damages.

(b) **Default by Purchaser.** If Purchaser is in material breach of its obligations under this Agreement, the FCRHA, as its sole and exclusive remedy, may terminate this Agreement by delivery of written notice to Purchaser, in which event Purchaser shall assign its interest in the Site Plan Materials to the FCRHA. In no event shall Purchaser be liable for any damages, including consequential, punitive, exemplary, or other types of monetary damages.

(c) **Notice and Cure.** Notwithstanding the provisions of Sections 15(a) and 15(b) to the contrary, neither party shall be considered in default under such sections unless such

party has received written notice of the claimed default from the non-defaulting party and failed to cure the default within ten (10) days after receiving such notice.

16. **Condition of Property.**

(a) Except for such representations and warranties expressly provided by FCRHA to Purchaser in this Agreement or in the Deed, the Parties agree that the Property is to be conveyed to Purchaser at Closing in its “**AS-IS, WHERE IS, WITH ALL FAULTS**” physical condition without warranty of any kind whatsoever by the FCRHA.

(b) CHPPENN, by separate agreement, may agree with Purchaser to perform certain work on the North Hill Property (but not the Property) for the benefit of the Property (any such work, “**CHPPENN Work**”). The FCRHA has no obligation to perform any CHPPENN Work or any other obligations with respect to any CHPPENN Work. The FCRHA provides no representations or warranties regarding any CHPPENN Work.

(c) Neither the FCRHA, nor any of the FCRHA’s agents or representatives, has made, makes or has authorized anyone to make, any representation or warranty as to any environmental condition on, under or around the Property, including whether the Property contains asbestos, radon or any hazardous materials or harmful or toxic substances, or pertaining to the extent, location or nature of same, if any. Purchaser will not make any claims or bring any cost recovery action or claim for contribution or other action against the FCRHA arising from or relating to the presence or alleged presence, discharge, disposal, release or escape of any hazardous materials or harmful or toxic substances in, on, under or about the Property, including any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may hereafter be amended, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to environmental matters of any kind, (iii) this Agreement or (iv) the common law.

(d) This Section (including all subsections) shall survive the Closing and any termination of this Agreement.

17. **Notices.**

(a) All notices, demands, or other communications between the Parties (“**Notice**”) must be in writing. Notices must be given by (i) personal delivery or (ii) a nationally recognized, next-day courier service, addressed as follows:

If to the FCRHA:

Fairfax County Redevelopment and Housing Authority
3700 Pender Drive, Suite 300
Fairfax, Virginia 22030
Attn: Director, HCD

With copies to:

Office of the County Attorney
Attention: County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, Virginia 22035-0064

If to Purchaser:

CHPPENN Land, LLC
c/o Pennrose
1301 N. 31st Street
Philadelphia, PA 19131
Attention: Ivy Dench-Carter

and

CHPPENN Land, LLC
c/o CHP
4915 Radford Ave., Suite 300
Richmond, VA 23220
Attention: David Schultz

With a copy to:

Williams Mullen LLP
200 South 10th Street, Suite 1600
Richmond, VA 23219
Attention: Lauren Nowlin, Esq.

(b) A Notice given in accordance with this Agreement will be effective upon receipt or refusal by the party to which it is given.

(c) For convenience, Notices may be sent via email; however, such email Notice will not be considered effective until the original Notice is received by the party to which it is given pursuant to one of the delivery methods described in Section 17(a) above.

(d) Either Party may change its Notice address from time to time by informing the other Party in writing of such new address.

18. **Reserved.**

19. **Miscellaneous Provisions.**

(a) **Good Faith.** Each party shall act in good faith and use commercially reasonable efforts to (i) comply with its obligations under this Agreement in all material respects and (ii) negotiate and agree upon forms, reasonably acceptable to the FCRHA, CHPPENN, and Purchaser, as applicable, for the Proffer Allocation Agreement and the REA.

(b) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.

(c) Entire Agreement, Waiver, Modification. This Agreement, together with the attached Exhibits, all of which are incorporated by reference, is the entire agreement between the parties. No waiver of any breach of this Agreement will be deemed a waiver of any preceding or succeeding breach under this Agreement or any other agreement. No extension of time for the performance of any obligation or act will be deemed an extension of time for the performance of any other obligation or act. The terms of this Agreement may be amended or otherwise modified only by a written instrument duly executed by the parties.

(d) Governing Law and Venue. This Agreement and any dispute, controversy or proceeding arising out of or relating to this Agreement (whether in contract, tort, common or statutory law, equity or otherwise) will be governed by Virginia law, without regard to conflict of law principles of Virginia or of any other jurisdiction that would result in the application of laws of any jurisdiction other than those of Virginia. All claims and litigation arising out of or related to this Agreement must be brought and resolved in the courts of the Commonwealth of Virginia located in the County of Fairfax, Virginia or U.S. District Court for the Eastern District of Virginia, Alexandria Division.

(e) Headings. The captions of this Agreement are for reference only and do not describe the intent of this Agreement or otherwise alter the terms of this Agreement.

(f) Partial Invalidity. If any provision of this Agreement or its application to any party or circumstances is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected, and each provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law.

(g) Survival. The provisions of this Agreement shall survive Closing.

(h) Time. With respect to all time periods contained in this Agreement, it is expressly understood that time shall be of the essence.

(i) Holidays, Etc. If any date set forth in this Agreement for the performance of any obligations or delivery of any instrument or notice falls on a Saturday, Sunday, Legal Holiday, or day in which Fairfax County governmental offices are closed, the compliance with such obligations or delivery will be deemed acceptable on the next business day following such Saturday, Sunday, Legal Holiday, or closing. The term “**Legal Holiday**” means any Fairfax County, Commonwealth of Virginia, or federal holiday on which post offices are closed in Virginia.

(j) Further Assurances. The parties shall after the Closing execute and deliver such further instruments, documents and certificates and do such further acts and things, as may be required by law or that may be appropriate or reasonable to carry out the intent and purposes of this Agreement, or to vest more fully in Purchaser the title to the Property; provided, however, neither the FCRHA nor Purchaser shall be required to execute or deliver any further instruments,

documents, certificates, affidavits, indemnities or to do any further acts or things which would create liability for matters not contemplated by this Agreement.

(k) Delivery; Counterparts. This Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

(l) Assignment.

(i) All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. Neither party, however, shall assign this Agreement or any of its rights without the prior written consent of the other party (which shall not be unreasonably withheld), except that Purchaser may assign this Agreement to an affiliate of Purchaser without FCRHA's consent.

(ii) A sale, assignment, or other transfer of the equity of Purchaser or of any direct or indirect parent entity of Purchaser shall be deemed to be an assignment for purposes of this Section 19(l).

(iii) An "**affiliate**" means any person or entity which directly or indirectly controls, is controlled by or is under common control with Purchaser, or any person or entity resulting from a merger or consolidation with Purchaser.

(iv) For any assignment to be permitted under this Section 19(l), (i) such assignment must not be a subterfuge to avoid the application of the provisions of this Section 19(l), and (ii) the assignee must assume, in full, the obligations of Purchaser under this Agreement pursuant to a written agreement in form reasonably acceptable to the FCRHA and Purchaser.

(m) Brokers. Purchaser waives any and all claims against the FCRHA arising out of or relating to any claim by Coldwell Banker and/or Tony Sala for a commission, fee, or other compensation in connection with the sale of the Property by the FCRHA. Notwithstanding anything herein to the contrary, the FCRHA will have no obligation to pay any such commission, fee or other compensation or to remove any related lien which Coldwell Banker and/or Tony Sala may attempt to place on the Property. This Section 19(m) shall survive Closing and any termination of this Agreement.

(n) Rules of Construction.

(i) When a reference is made in this Agreement to an Article, a Section, an Exhibit or a Schedule, such reference is to an Article of, a Section of, or an Exhibit or a Schedule to this Agreement unless otherwise indicated.

(ii) Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(iii) The definitions contained in this Agreement are applicable to the singular as well as to the plural forms of such terms and to the masculine, feminine, and neuter

genders and non-genders of such terms. Whenever the context requires, any pronouns used in this Agreement include the corresponding masculine, feminine, or non-gender forms.

(o) No Partnership. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the parties or their successors or permitted assigns.

(p) WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY OF THE MATTERS ADDRESSED IN THIS AGREEMENT. EACH OF THE PARTIES ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY AND HAS BEEN MADE AFTER CONSULTING LEGAL COUNSEL.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed, intending that this Agreement be effective as of the Effective Date.

SELLER:

Fairfax County Redevelopment and Housing Authority

a Political Subdivision of the Commonwealth of Virginia

Date:

By: _____ (Seal)

Name: _____

Title: _____

PURCHASER:

CHPPENN Land, LLC

a Virginia limited liability company

Date:

By: _____ (Seal)

Name: _____

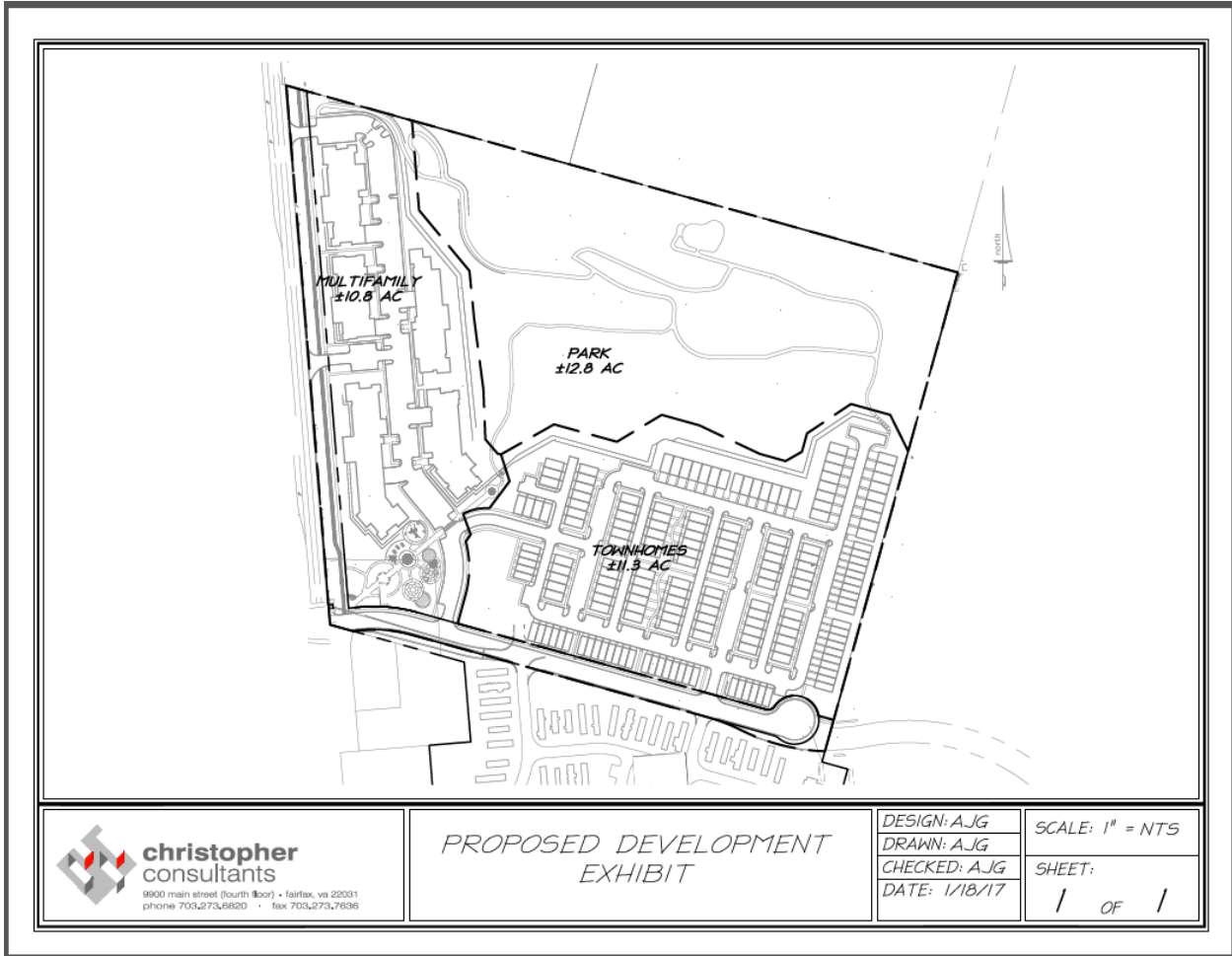
Title: _____

LIST OF EXHIBITS

Exhibit A	Description of North Hill Property
Exhibit A-1	Description of Land
Exhibit B	Form of Deed
Exhibit C	Title Commitment
Exhibit D	Survey

Exhibit A

Description of North Hill Property



 **christopher consultants**
9900 main street (fourth floor) • fairfax, va 22031
phone 703.273.6880 • fax 703.273.7636

PROPOSED DEVELOPMENT
EXHIBIT

DESIGN: AJG
DRAWN: AJG
CHECKED: AJG
DATE: 1/18/17

SCALE: 1" = NTS
SHEET:
/ OF /

Exhibit A-1

Description of Land

The Land is that portion of the North Hill Property depicted below as “Townhomes.”

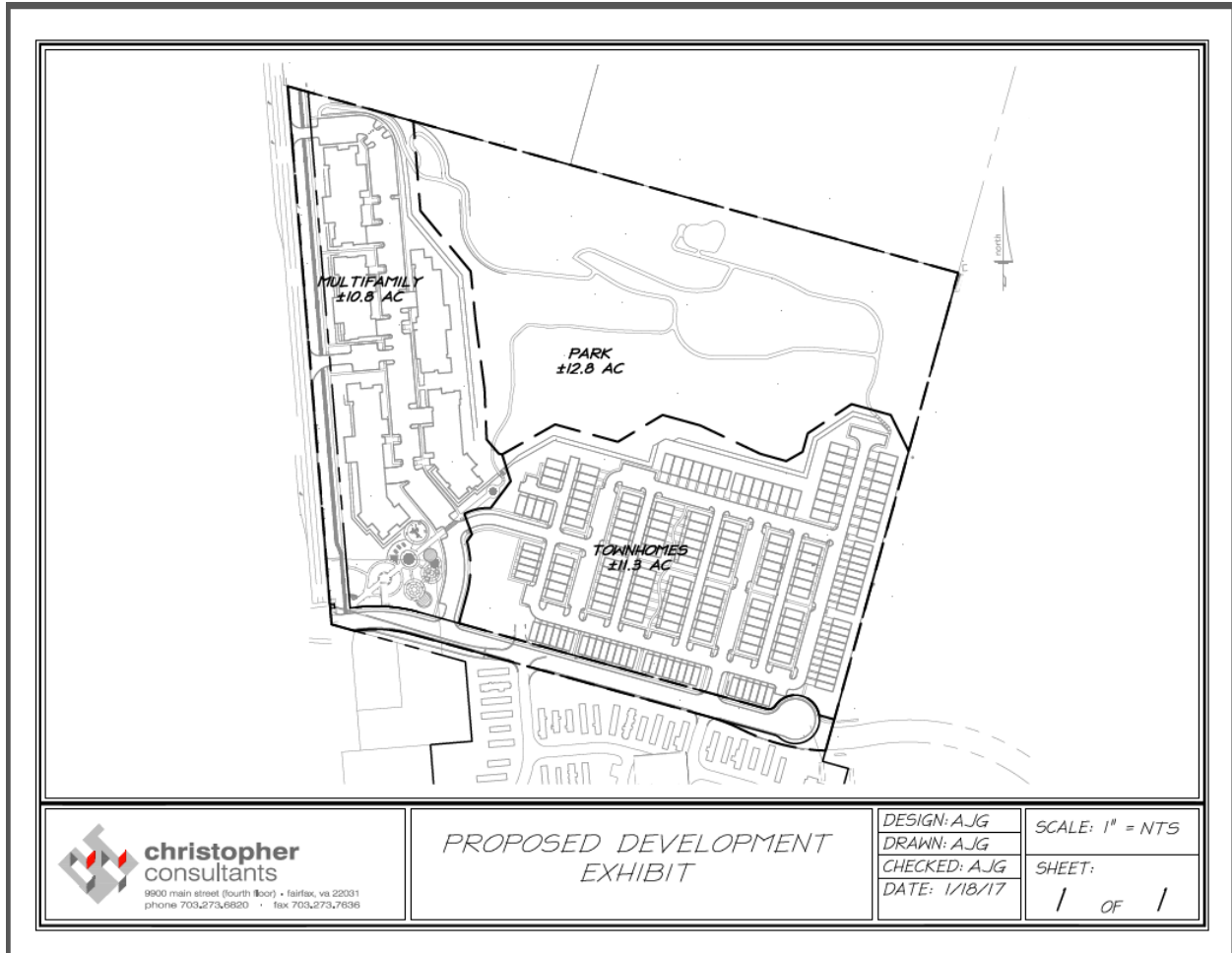


Exhibit B

Form of Deed

Consideration:
Assessed Value:

Prepared by:

After recordation, return to:

EXEMPTION: GRANTOR IS EXEMPT PURSUANT TO VIRGINIA CODE SECTION 58.1-811(C)(4).

BARGAIN AND SALE DEED
WITHOUT WARRANTY OR ENGLISH COVENANTS

THIS BARGAIN AND SALE DEED WITHOUT WARRANTY OR ENGLISH COVENANTS (this “Deed”) is made this _____ day of _____, 2020 by the FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia (“Grantor”) to **CHPPENN LAND, LLC**, a Virginia limited liability company (“Grantee”).

RECITALS

R-1. Grantor owns that certain parcel of real property located in Fairfax County, Virginia (the “Parcel”) consisting of approximately _____¹ acres of land, as more fully described in **Exhibit A**² attached hereto and incorporated herein by this reference, together with the improvements thereon.

R-2. Grantor desires to convey the Parcel to Grantee in fee simple together with all of Grantor’s right, title and interests in and to all of the improvements, rights, privileges and easements (collectively, “Appurtenances”) benefiting, belonging or pertaining to the Parcel (the Parcel and Appurtenances collectively referred to hereafter as the “Property”).

THEREFORE, that for and in consideration of the sum of Ten Dollars (\$10.00) paid in hand by Grantee to Grantor, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain and sell, convey and deed unto Grantor in fee simple without warranty or English Covenants of Title, all of the Property, as such term is defined above. The Property being deeded and conveyed hereunder is subject to all easements, restrictions and covenants of record and all applicable proffers and development conditions, without limitation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

¹ To be completed after subdivision of Existing County Land, pursuant to Section 2.

² Same.

EXHIBIT A

Description of the Property

[Attached]

Exhibit C

Title Commitment

Please see the attached document.

COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE A

- 1. Commitment Date: **November 4, 2019, at 08:00am**
- 2. Policy to be issued:
 - (a) **2006 ALTA® Owner's Policy**
 EAGLE Protection Owner's Policy
(The Company's maximum dollar of liability for those covered risks in Paragraphs 14, 15, 16 and 18 of the EAGLE Protection Owner's Policy to be issued herein are attached hereto as an Exhibit.)
 Proposed Insured: **Brookfield Holdings (North Hill), LLC**
 Proposed Policy Amount: **\$12,800,000.00**
 - (b) **2006 ALTA® Loan Policy**
 EAGLE Protection Loan Policy
 Proposed Insured:
 Proposed Policy Amount:
- 3. The estate or interest in the land described or referred to in this commitment and covered herein is **Fee Simple** and title hereto is at the effective date hereof vested in:

Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia

- 4. **The land referred to in this Commitment is described on the attached legal description.**

Issuing Entity:

Name: Eastern National Title Agency Virginia, Inc.

4090-A Lafayette Center Drive

Address: Chantilly, VA 20151

By:

Nelson Miller Guimond, Authorized Signatory

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First American Title Insurance Company

LEGAL DESCRIPTION

Commitment No. VX1727

PARCEL ONE:

All that certain lot, piece or parcel of land situate, lying and being in the County of Fairfax, Virginia more particularly described as follows:

Beginning; at the northwesterly corner of the tract herein described, said point being a corner to Lyons and a corner to Fairfax County;

Thence departing said Lyons and with said Fairfax County the following courses and distances to a point, being a point in the line of Kirby Trs.;

N 74° 32' 25" E 78.19 feet;
S 67° 57' 33" E 120.00 feet;
S 87° 07' 33" E 76.40 feet;

Thence departing said Fairfax County and with said Kirby, Trs., the following courses and distances to a point, being a point in the line of Wirman;

S 08° 59' 02" W 90.82 feet;
S 85° 18' 57" W 238.39 feet;

Thence departing said Kirby Trs. and running through the land of Wirman N 04° 38' 17" W 137.65 feet to the point of beginning, and containing 0.70449 acres, more or less.

AND BEING a portion of the same property conveyed to Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia by Deed dated July 22, 1981 and recorded on July 24, 1981 in Instrument Number Deed Book 5575 at page 1125, among the Land Records of Fairfax County, Virginia.

PARCEL TWO:

BEGINNING at the northwesterly corner to the tract herein described, in the easterly line of Richmond Highway, U.S. Route #1, and being a corner to the land of Cherry Arms Partnership;

Thence departing said Route #1 and running with the line of said Cherry Arms Partnership and Fairfax County School Board S 74° 27' 03" E 1565.99 feet to a point on the line of Third Wills and Van Metre Housing Corp.;

Thence running with said Third Wills and Van Metre Housing Corp. and Mount Vernon Square the following courses and distances S 15° 31' 57" W 1139.98 feet to a point;

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Thence S 74° 28' 03" E 60.00 feet to a point;

Thence S 15° 31' 57" W 670.79 feet to a point;

Thence running still with Mount Vernon Square and Wills and Van Metre, Inc., S 85° 19' 15" W 473.45 feet to a point a corner to Reynolds;

Thence with the line of Reynolds N 04° 41' 03" W 150.00 feet to a point;

Thence S 85° 18' 57" W 35.60 feet to a point;

Thence with the line of said Reynolds and in a straight line extended with American Properties Investors, Inc. N 04° 41' 03" W 284.36 feet to a point;

Thence continuing with American Properties Investors, Inc. S 85° 18' 57" W 392.33 feet to a point on the aforementioned easterly line of Richmond Highway, U. S. Route #1;

Thence with the easterly line of Richmond Highway, U. S. Route #1 N 04° 38' 17" W 30.00 feet to a point a corner to Wirman; Thence departing the line of Route #1 and running with said Wirman N 85° 18' 57" E 438.39 feet and N. 08° 59' 02" E 90.82 feet to a point, a corner of Fairfax County Redevelopment and Housing Authority;

Thence with said Fairfax county Redevelopment and Housing Authority N 08° 51' 57" E 83.90 feet to a point;

Thence N 50° 04' 56" E 94.72 feet to a point;

Thence N 14° 25' 03" W 117.00 feet to a point;

Thence N 52° 13' 57" E 53.69 feet to a point;

Thence N 74° 29' 03" W 307.10 feet to a point, a corner of Mullen;

Thence with the line of Mullen, N 74° 26' 18" W 53.69 feet to a point a corner to Fairfax County Redevelopment and Housing Authority;

Thence with the line of Fairfax County Redevelopment and Housing Authority N 04° 38' 45" W 213.93 feet to a point;

Thence N 89° 14' 48" W 244.15 feet to a point, on the aforementioned easterly line of Richmond Highway, U. S. Route #1;

Thence with said Route #1, N 04° 38' 17" W 1066.36 feet to the point of beginning;

Containing 44.89493 acres more or less.

AND BEING a portion of the same property conveyed to Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia by Deed dated and recorded on April 1, 1981 in Instrument Number Deed Book 5538 at page 892, among the Land Records of Fairfax County, Virginia.

PARCEL THREE:

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All of that certain lot or parcel of land lying and being situated in the County of Fairfax, Commonwealth of Virginia designated as Lot 1 on a Plat known as "PROPERTY LINE ADJUSTMENT OF THE PROPERTIES OF FLORENCE NIGHTINGALE LYONS AND BESSIE NIGHTINGALE", dated July 26, 1979, prepared by Copeland and Kephart said plat being attached to that certain Deed of Boundary Line Adjustment recorded in Deed Book 5390 at page 302 and said lot being more particularly described as follows:

Beginning at the northernmost point of the land herein described, said point being a common corner of T. L. Mullen, Trustee and Robert L. Kirby, Trustee;

Thence departing the line of T. L. Mullen and running with the line of Robert L. Kirby, Trustee S 73° 38' 00" E 307.10 feet and S 53° 05' 00" W 53.69 feet to a point;

Thence departing the line of Robert L. Kirby, Trustee and running through the land of Florence Nightingale Lyons and Bessie Nightingale (with the line of Lot 2 of the aforementioned plat by Copeland and Kephart) S 53° 05' 00" W 357.15 feet to a point on the line of David W. Wirman, Jr.:

Thence running with the line of David W. Wirman, Jr. S 75° 23' 30" W 38.40 feet to a point;

Thence departing the line of David W. Wirman, Jr. and running through the land of Florence Nightingale Lyons and Bessie Nightingale (with the line of Lot 3 of the aforementioned plat by Copeland and Kephart) N 03° 47' 14" W 158.00 feet to a point in the line of the aforementioned T. L. Mullen, Trustee;

Thence with the line of T. L. Mullen, Trustee N 86° 10' 00" E 93.62 feet and N 03° 50' 00" W 179.48 feet to the point of beginning;

Containing 55,581 square feet (1.27596 acres) of land more or less;

Together with and subject to a certain 20 foot outlet road as shown on plat recorded immediately prior hereto prepared Copeland and Kephart dated July 20, 1979

AND BEING a portion of the same property conveyed to Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia by Deed dated December 28, 1979 and recorded on December 31, 1979 in Instrument Number Deed Book 5390 at page 310, among the Land Records of Fairfax County, Virginia.

PARCEL FOUR:

All of that certain lot or parcel of land lying and being situate in the County of Fairfax, Commonwealth of Virginia, designated as Lot 2 on a Plat known as "PROPERTY LINE ADJUSTMENT OF THE PROPERTIES OF FLORENCE NIGHTINGALE LYONS AND BESSIE NIGHTINGALE", dated July 26, 1979, prepared by Copeland and Kephart, said plat being attached to that certain Deed of Boundary Line Adjustment recorded in Deed Book 5390 at page 302 and said lot being more particularly described as follows:

BEGINNING at the westernmost point of the land herein described (said point being a corner of Lot 1 of the aforementioned plat by Copeland and Kephart) said point being on the line of David W. Wirman, Jr.

Thence departing the line of David W. Wirman, Jr., and running through the land of Florence Nightingale Lyons and Bessie Nightingale (with the line of Lot 1 of the aforementioned plat by Copeland and Kephart) N 53 degrees

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05' 00" E 357.15 feet to a point in the line of Robert L. Kirby, Trustee;

Thence running with the line of Robert L. Kirby S 13 degrees 34' 00" E 117.00 feet, S 50 degrees 56' 00" W 94.72 feet and S 09 degrees 43' 00" W 83.90 feet to a corner of the aforementioned David W. Wirman, Jr.;

Thence departing the line of Robert L. Kirby, Trustee and running with the line of David W. Wirman, Jr. N. 86 degrees 16' 30" W 76.40 feet, N 67 degrees 06' 30" W 120.00 feet and S 75 degrees 23' 30" W 39.79 feet to the point of beginning;

Containing 34,003 square feet (0.78060 acres) of land more or less.

Together with and subject to a certain 20 foot outlet road as shown on plat prepared by Copeland and Kephart, dated July 26, 1979.

AND BEING a portion of the same property conveyed to Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia by Deed dated December 28, 1979 and recorded on December 31, 1979 in Instrument Number Deed Book 5390 at page 307, among the Land Records of Fairfax County, Virginia.

PARCEL FIVE:

BEGINNING at an original iron pipe in the east right of way line of U.S. Route #1 said pipe being the Northwest corner of the property now or formerly belonging to Nightingale; thence departing from the point of beginning, and running along the east right of way line of U.S. Route #1, N. 3° 50' 00" W. 147.43 feet to an iron pipe; thence through the property of Bond S. 88° 26' 30" E. 244.15 feet to an iron pipe in the westerly line of the property now or formerly belonging to Evans; thence with the line of Evans S. 3° 50' 00" E. 214 feet to an iron pipe; thence N. 73° 38' 00" W. 259.03 feet to the point or place of beginning and containing 1.01 acres, more or less

SUBJECT to a right of way 20 feet in width along the entire southerly boundary of said property for ingress and egress to the property conveyed to Linton Evans and wife, by deed dated November 30th, 1948 and duly of record among the land records of the aforesaid County in Deed Book 663 at page 343; Less and except 1268 square feet conveyed to the Commonwealth of Virginia by Deed in Deed Book 3795, at Page 370, of said land records.

LESS AND EXCEPTING that portion of land dedicated as contained in a Deed of Easement, Dedication and Vacation dated October 16, 1991 and recorded October 22, 1991 and recorded at Deed Book 7927 at page 1280.

AND BEING a portion of the same property conveyed to Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia by Deed dated July 20, 1979 and recorded on July 20, 1979 in Instrument Number Deed Book 5239 at page 72, among the Land Records of Fairfax County, Virginia.

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COMMITMENT FOR TITLE INSURANCE

Issued by

First American Title Insurance Company

SCHEDULE B Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
5. Provide a survey acceptable to or Exception 2 will remain on the Owner's Title Policy.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - (a) Deed in proper form from Fairfax County Redevelopment and Housing Authority vesting fee simple title in and to Brookfield Holdings (North Hill), LLC
7. Proof is required that the conveyance to the proposed insured will be made in accordance with Commonwealth, County and/or Local statutes governing the conveyance of real property by a governmental body.
8. Delivery of a certified copy of a Resolution and/or duly adopted Ordinance authorizing Fairfax County Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia to convey premises in question
9. The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate or interest to be insured or otherwise ascertaining details of the transactions.
10. If Seller/Borrower is a limited liability company: furnish prior to settlement, a copy of the Articles of Organization, Operating Agreement and any amendments thereto, along with a Certificate of Good Standing for Seller/Borrower from its state of organization and from the Commonwealth of Virginia. If the managing member of such limited liability company is a corporation or other legal entity, satisfactory evidence must be provided showing that such entity is properly organized and in good standing under the laws of the state of its organization.

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SCHEDULE B
Requirements (continued)

11. Payment and release, as to subject lot, of Deed of Trust from Fairfax County Redevelopment and Housing Authority to J. Judson McKellar, Jr., and Donald L. Ritenour, Trustee, securing Virginia Housing Development Authority, in the principal amount of \$247,000.00 recorded Deed Book 8079 at page 1601 as amended at Deed Book 13013 at page 1843 among the land records of Fairfax County, Virginia.

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SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records. The coverage afforded by covered matter 2(c) is hereby deleted.

NOTE: As to issuance of the Eagle Protection Owner's Policy (Form 1490, 6/98), this exception does not limit the forced removal coverage in Item 12 of Covered Risks.

4. Any lien, or right to a lien, for service, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

NOTE: As to issuance of the Eagle Protection Owner's Policy (Form 1490, 6/98), this exception does not limit the coverage in Item 8 of Covered Risks.

5. Roads, ways, streams or easement, if any, not shown of record, riparian rights and the title to any filled-in lands.
6. Taxes and assessments for the fiscal year ending 2018, plus any penalties and interest which may accrue.
7. Subsequent assessments or taxes and any penalties and interest, due to any change in the land usage or loss of exemption.
8. Restrictions contained in Deeds recorded at Deed Book B-15 at page 551 and Deed Book 663 at page 343 (INTENTIONALLY DELETED) but deleting any covenant, condition or restriction indicating a reference, limitation or discrimination based on race, color, religion, sex, marital status, ancestry, disability, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 U.S.C. 3604 or California Government Code 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
9. Easements and rights of way granted to C&P Telephone recorded at Deed Book A-10 at page 101 and Deed Book

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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SCHEDULE B, PART II
Exceptions (continued)

M-10 at page 27.

10. Easements and rights of way granted to VPS recorded at Deed Book D-12 at page 585, Deed Book G-12 at page 43, Deed Book L-12 at page 52, Deed Book U-12 at page 197, Deed Book U-12 at page 208.
11. Ingress-Egress/Outlet Roads easement and right of way recorded at Deed Book S-13 at page 188, Deed Book 663 at page 343, Deed Book 1090 at page 251, Deed Book 1125 at page 340.
12. Easements and rights of way granted to VEPCO recorded at Deed Book 478 at page 478, Deed Book 569 at page 550, Deed Book 606 at page 494, Deed Book 651 at page 276, Deed Book 651 at page 305, Deed Book 695 at page 400, Deed Book 695 at page 518, Deed Book 775 at page 258, Deed Book 797 at page 377, Deed Book 898 at page 113, Deed Book 928 at page 529, Deed Book 1027 at page 45, Deed Book 1044 at page 429, Deed Book 1098 at page 510, Deed Book 1120 at page 362, Deed Book 1254 at page 347, Deed Book 1517 at page 287, Deed Book 1557 at page 51, Deed Book 1561 at page 334, Deed Book 1747 at page 272, Deed Book 1784 at page 467, Deed Book 2427 at page 746, Deed Book 3386 at page 63, Deed Book 3825 at page 596, Deed Book 3935 at page 332, and Deed Book 3935 at page 243.
13. Easements and rights of way contained in a Deed of Easement recorded at Deed Book 1466 at page 362.
14. Easement(s) granted to Fairfax County Board of Supervisors as recorded in Deed Book 2527 at page 658, Deed Book 3056 at page 551, Deed Book 4057 at page 233, Deed Book 5950 at page 1332, Deed Book 5950 at page 1334.
15. Easements and rights of way granted to Washington Gas Light Company recorded at Deed Book 3363 at page 584.
16. Easement(s) granted to Fairfax County Water Authority as recorded in Deed Book Deed Book 7271 at page 380, and Deed Book 22149 at page 349.
17. Conditions and provisions contained in a Deed of Boundary Line Adjustment recorded at 5390 at page 302.
18. Easements and rights of way granted to Media General Cable recorded at Deed Book 6403 at page 1720.
19. Conditions, easements and rights of way contained in the Deed of Easements and Vacation of Easements recorded at Deed Book 7305 at page 356.

Exhibit D

Survey

Please see the attached document.

GENERAL NOTES

- 1. THE PORTION OF THE PROPERTY SHOWN HEREON IS IDENTIFIED ON THE FAIRFAX COUNTY, VIRGINIA GEOGRAPHIC INFORMATION SYSTEM AS MAP 00924-01-0082A AND IS CURRENTLY ZONED C-3, R-2 AND R-1HHP.
2. THE PORTION OF THE PROPERTY SHOWN HEREON IS NOW IN THE NAME OF FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, RECORDED AT DEED BOOK 5538 AT PAGE 892 AND DEED BOOK 5294 AT PAGE 72 ALL AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
3. DURING THE PROCESS OF OUR PHYSICAL SURVEY NO INDICATIONS OF A CEMETERY WERE FOUND. NO FURTHER INSPECTION OF THESE PROPERTIES HAVE BEEN MADE FOR POSSIBLE CEMETERIES.
4. THE BOUNDARY AND PHYSICAL IMPROVEMENTS SHOWN HEREON ARE BASED UPON A FIELD SURVEY DONE BY THIS FIRM BETWEEN THE DATES OF DECEMBER 18TH AND DECEMBER 19TH, 2018.
5. HORIZONTAL DATUM SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM (VCS) 1983 - NORTH AS ESTABLISHED FROM A CURRENT GPS SURVEY.
6. NO CERTIFICATION IS MADE AS TO THE LOCATIONS OF UNDERGROUND UTILITIES SUCH AS, BUT NOT LIMITED TO ELECTRIC, GAS, TELEPHONE, CATV, WATER, SANITARY AND STORM SEWERS.
7. NO GEOTECHNICAL, SUBSURFACE, FIELD REVIEWS, RESEARCH, AGENCY OR GOVERNMENTAL RECORD REVIEWS, OR OTHER INVESTIGATIONS HAVE BEEN MADE FOR THE PURPOSE OF LOCATING, OR DETERMINING THE EXISTENCE OF HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONCERNS ON SITE IN THE PERFORMANCE OF CHRISTOPHER CONSULTANTS, LTD SERVICES FOR THE PROJECT AS SHOWN HEREON.
8. THERE ARE NO STRIPED PARKING SPACES CONTAINED WITHIN THE SUBJECT PROPERTY.
9. AS TO TABLE A ITEM 16 OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS SURVEYS, THERE WAS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
10. AS TO TABLE A ITEM 18 OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS SURVEYS, THERE WERE NO FIELD DELINEATED WETLANDS ON THE SUBJECT PROPERTY AT THE TIME OF THE SURVEY.
11. THE PROPOSED PROPERTY LINE SHOWN HEREON IS BASED UPON AN UNAPPROVED SITE PLAN DATED NOVEMBER 2, 2018.

FLOOD ZONE NOTE

THE AREA SHOWN HEREON IS LOCATED ON THE FLOOD INSURANCE RATE MAPS (FIRM), COMMUNITY PANEL NO. 51029C0315 E, WITH AN EFFECTIVE DATE OF SEPTEMBER 17, 2010.

- BY GRAPHICAL DEPICTION ONLY, THE PROPERTY SHOWN HEREON IS SHOWN IN:
* FLOOD ZONE 5x (OTHER AREAS), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

A FIELD SURVEY WAS NOT PERFORMED TO DETERMINE THE FLOOD ZONES LISTED HEREON. AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

ZONING INFORMATION

ZONING REPORT NOT PROVIDED AT TIME OF SURVEY

NOTES CORRESPONDING TO SCHEDULE B-SECTION II

THE FOLLOWING EASEMENTS AND/OR EXCEPTIONS AS LISTED IN SCHEDULE B-SECTION II OF THE COMMITMENT FOR TITLE INSURANCE FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. VV1727, EFFECTIVE DATE DECEMBER 4, 2018 AT 8:00 A.M., WAS REVIEWED AND ADDRESSED AS FOLLOWS AS TO THEIR CONNECTION WITH THE PROPERTY SHOWN HEREON AND AS DESCRIBED IN SCHEDULE A OF SAID COMMITMENT:

- 8. EASEMENTS AND RIGHTS OF WAY GRANTED TO CAP TELEPHONE RECORDED AT DEED BOOK A-10 AT PAGE 101, DEED BOOK M-10 AT PAGE 27, DEED BOOK 3556 AT PAGE 556. RESPONSE: DEED BOOK A-10 AT PAGE 101, DEED BOOK M-10 AT PAGE 27 THE LOCATION OF SAID EXCEPTION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND IS NOT SHOWN HEREON. DEED BOOK 3556 AT PAGE 556 SAID EXCEPTION IS NOT ON, OR DOES NOT TOUCH, THE SURVEYED PROPERTY AND IS NOT SHOWN HEREON.
9. EASEMENTS AND RIGHTS OF WAY GRANTED TO VPS RECORDED AT DEED BOOK D-12 AT PAGE 595, DEED BOOK G-12 AT PAGE 43, DEED BOOK L-12 AT PAGE 52, DEED BOOK U-12 AT PAGE 197, DEED BOOK U-12 AT PAGE 208. RESPONSE: THE LOCATION OF SAID EXCEPTION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND IS NOT SHOWN HEREON.
10. INGRESS-EGRESS/OUTLET ROADS EASEMENT AND RIGHT OF WAY RECORDED AT DEED BOOK S-13 AT PAGE 188, DEED BOOK 663 AT PAGE 343, DEED BOOK 1090 AT PAGE 251, DEED BOOK 125 AT PAGE 340. RESPONSE: DEED BOOK S-13 AT PAGE 188, DEED BOOK 1090 AT PAGE 251, DEED BOOK 125 AT PAGE 340 THE LOCATION OF SAID EXCEPTION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND IS NOT SHOWN HEREON. DEED BOOK 663 AT PAGE 343 IS SHOWN HEREON.
11. EASEMENTS AND RIGHTS OF WAY GRANTED TO VERCO RECORDED AT DEED BOOK 478 AT PAGE 478, DEED BOOK 569 AT PAGE 550, DEED BOOK 606 AT PAGE 494, DEED BOOK 651 AT PAGE 276, DEED BOOK 651 AT PAGE 309, DEED BOOK 678 AT PAGE 400, DEED BOOK 678 AT PAGE 518, DEED BOOK 776 AT PAGE 258, DEED BOOK 797 AT PAGE 377, DEED BOOK 898 AT PAGE 113, DEED BOOK 928 AT PAGE 529, DEED BOOK 1027 AT PAGE 45, DEED BOOK 1044 AT PAGE 429, DEED BOOK 1078 AT PAGE 510, DEED BOOK 1120 AT PAGE 362, DEED BOOK 1254 AT PAGE 347, DEED BOOK 1517 AT PAGE 287, DEED BOOK 1557 AT PAGE 51, DEED BOOK 1561 AT PAGE 334, DEED BOOK 1747 AT PAGE 272, DEED BOOK 1784 AT PAGE 467, DEED BOOK 2427 AT PAGE 746, DEED BOOK 3386 AT PAGE 63, DEED BOOK 3825 AT PAGE 596, DEED BOOK 3935 AT PAGE 332, AND DEED BOOK 3935 AT PAGE 243. RESPONSE: THE LOCATION OF SAID EXCEPTION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND IS NOT SHOWN HEREON. DEED BOOK 3386 AT PAGE 63 IS SHOWN HEREON.
12. CONDITIONS, EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY GRANTED TO COMMONWEALTH OF VIRGINIA RECORDED AT DEED BOOK 639 AT PAGE 494, DEED BOOK 3795 AT PAGE 370, DEED BOOK 3844 AT PAGE 359, AND DEED BOOK 4164 AT PAGE 416. RESPONSE: SAID EXCEPTION IS NOT ON, OR DOES NOT TOUCH, THE SURVEYED PROPERTY AND IS NOT SHOWN HEREON.
13. EASEMENTS AND RIGHTS OF WAY CONTAINED IN A DEED OF EASEMENT RECORDED AT DEED BOOK 1466 AT PAGE 362. RESPONSE: THE LOCATION OF SAID EXCEPTION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND IS NOT SHOWN HEREON.
14. EASEMENT(S) GRANTED TO FAIRFAX COUNTY BOARD OF SUPERVISORS AS RECORDED IN DEED BOOK 1738 AT PAGE 345, DEED BOOK 2527 AT PAGE 658, DEED BOOK 3056 AT PAGE 551, DEED BOOK 4057 AT PAGE 233, DEED BOOK 5950 AT PAGE 1332, DEED BOOK 5950 AT PAGE 1334, DEED BOOK 6394 AT PAGE 1915, DEED BOOK 20500 AT PAGE 702, DEED BOOK 20500 AT PAGE 708. RESPONSE: DEED BOOK 1738 AT PAGE 345, DEED BOOK 6394 AT PAGE 1915, DEED BOOK 20500 AT PAGE 702, DEED BOOK 20500 AT PAGE 708 SAID EXCEPTIONS ARE NOT ON, OR DOES NOT TOUCH, THE SURVEYED PROPERTY AND IS NOT SHOWN HEREON. DEED BOOK 2527 AT PAGE 658, DEED BOOK 4057 AT PAGE 233 SAID EXCEPTION IS SHOWN HEREON, DEED BOOK 3056 AT PAGE 551, DEED BOOK 5950 AT PAGE 1332 THE LOCATION OF SAID EXCEPTION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND IS NOT SHOWN HEREON.
15. EASEMENTS AND RIGHTS OF WAY CONTAINED IN A DEED OF SUBDIVISION AND EXCHANGE RECORDED AT 8390 AT PAGE 302. RESPONSE: SAID EXCEPTION HAS BEEN RELEASED OR OTHERWISE TERMINATED AND IT IS NOT SHOWN HEREON.
16. EASEMENTS AND RIGHTS OF WAY CONTAINED IN AN EASEMENT AGREEMENT RECORDED AT DEED BOOK 3230 AT PAGE 403. RESPONSE: SAID EXCEPTION HAS BEEN RELEASED OR OTHERWISE TERMINATED AND IT IS NOT SHOWN HEREON.
17. EASEMENTS AND RIGHTS OF WAY GRANTED TO WASHINGTON GAS LIGHT COMPANY RECORDED AT DEED BOOK 3363 AT PAGE 584. RESPONSE: THE LOCATION OF SAID EXCEPTION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND IS NOT SHOWN HEREON.
18. EASEMENTS AND RIGHTS OF WAY GRANTED TO COMMONWEALTH OF VIRGINIA/VERCO RECORDED AT DEED BOOK 3772 AT PAGE 628. RESPONSE: SAID EXCEPTION IS NOT ON, OR DOES NOT TOUCH, THE SURVEYED PROPERTY AND IS NOT SHOWN HEREON.
19. EASEMENT(S) GRANTED TO FAIRFAX COUNTY WATER AUTHORITY AS RECORDED IN DEED BOOK 3812 AT PAGE 117, DEED BOOK 3812 AT PAGE 120, DEED BOOK 3829 AT PAGE 613, DEED BOOK 7271 AT PAGE 380, AND DEED BOOK 22149 AT PAGE 349. RESPONSE: DEED BOOK 3812 AT PAGE 117, DEED BOOK 3812 AT PAGE 120, DEED BOOK 3829 AT PAGE 613 SAID EXCEPTIONS ARE NOT ON, OR DOES NOT TOUCH, THE SURVEYED PROPERTY AND IS NOT SHOWN HEREON. DEED BOOK 7271 AT PAGE 380 AND DEED BOOK 22149 AT PAGE 349 ARE SHOWN HEREON.
20. CONDITIONS AND PROVISIONS CONTAINED IN A DEED OF BOUNDARY LINE ADJUSTMENT RECORDED AT 8390 AT PAGE 302. RESPONSE: THE LOCATION OF SAID EXCEPTION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND IS NOT SHOWN HEREON.
21. EASEMENTS AND RIGHTS OF WAY GRANTED TO MEDIA GENERAL CABLE RECORDED AT DEED BOOK 6403 AT PAGE 1720. RESPONSE: THE LOCATION OF SAID EXCEPTION CANNOT BE DETERMINED FROM THE RECORD DOCUMENT AND IS NOT SHOWN HEREON.
22. CONDITIONS, EASEMENTS AND RIGHTS OF WAY CONTAINED IN THE DEED OF EASEMENTS AND VACATION OF EASEMENTS RECORDED AT DEED BOOK 7305 AT PAGE 356. RESPONSE: SAID EXCEPTION IS SHOWN HEREON.
23. CONDITIONS, EASEMENTS AND RIGHTS OF WAY CONTAINED IN THE DEED OF EASEMENT, DEDICATION AND VACATION RECORDED AT DEED BOOK 7927 AT PAGE 1280. RESPONSE: SAID EXCEPTION IS NOT ON, OR DOES NOT TOUCH, THE SURVEYED PROPERTY AND IS NOT SHOWN HEREON.

RECORD DESCRIPTION

TITLE COMMITMENT PARCEL ONE:

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF FAIRFAX, VIRGINIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE TRACT HEREIN DESCRIBED, SAID POINT BEING A CORNER TO LYONS AND A CORNER TO FAIRFAX COUNTY;

THENCE DEPARTING SAID LYONS AND WITH SAID FAIRFAX COUNTY THE FOLLOWING COURSES AND DISTANCES TO A POINT, BEING A POINT IN THE LINE OF KIRBY TRS.:

N 74° 32' 25" E 78.19 FEET;
S 67° 57' 33" E 120.00 FEET;
S 87° 07' 33" E 76.40 FEET;

THENCE DEPARTING SAID FAIRFAX COUNTY AND WITH SAID KIRBY, TRS., THE FOLLOWING COURSES AND DISTANCES TO A POINT, BEING A POINT IN THE LINE OF WIRMAN;

S 08° 59' 02" W 90.82 FEET;
S 85° 18' 57" W 238.39 FEET;

THENCE SAID KIRBY TRS. AND RUNNING THROUGH THE LAND OF WIRMAN N 04° 38' 17" W 137.65 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.70449 ACRES, MORE OR LESS.

AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BY DEED DATED JULY 26, 1979 AND RECORDED ON JULY 24, 1981 IN INSTRUMENT NUMBER DEED BOOK 5575 AT PAGE 125; AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

TITLE COMMITMENT PARCEL TWO:

BEGINNING AT THE NORTHWESTERLY CORNER TO THE TRACT HEREIN DESCRIBED, IN THE EASTERLY LINE OF RICHMOND HIGHWAY, U. S. ROUTE #1, AND BEING A CORNER TO THE LAND OF CHERRY ARMS PARTNERSHIP;

THENCE DEPARTING SAID ROUTE #1 AND RUNNING WITH THE LINE OF SAID CHERRY ARMS PARTNERSHIP AND FAIRFAX COUNTY SCHOOL BOARD S 74° 27' 03" E 1565.99 FEET TO A POINT ON THE LINE OF THIRD HILLS AND VAN METRE HOUSING CORP.;

THENCE RUNNING WITH SAID THIRD HILLS AND VAN METRE HOUSING CORP. AND MOUNT VERNON SQUARE THE FOLLOWING COURSES AND DISTANCES S 15° 31' 57" W 1139.98 FEET TO A POINT;

THENCE S 74° 28' 03" E 60.00 FEET TO A POINT;

THENCE S 15° 31' 57" W 670.79 FEET TO A POINT;

THENCE RUNNING STILL WITH MOUNT VERNON SQUARE AND HILLS AND VAN METRE, INC., S 85° 19' 15" W 473.45 FEET TO A POINT A CORNER TO REYNOLDS;

THENCE WITH THE LINE OF REYNOLDS N 04° 41' 03" W 150.00 FEET TO A POINT;

THENCE S 85° 18' 57" W 35.60 FEET TO A POINT;

THENCE WITH THE LINE OF SAID REYNOLDS AND IN A STRAIGHT LINE EXTENDED WITH AMERICAN PROPERTIES INVESTORS, INC. N 04° 41' 03" W 284.36 FEET TO A POINT;

THENCE CONTINUING WITH AMERICAN PROPERTIES INVESTORS, INC. S 85° 18' 57" W 392.33 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY LINE OF RICHMOND HIGHWAY, U. S. ROUTE #1;

THENCE WITH THE EASTERLY LINE OF RICHMOND HIGHWAY, U. S. ROUTE #1 N 04° 38' 17" W 30.00 FEET TO A POINT A CORNER TO WIRMAN;

THENCE DEPARTING THE LINE OF ROUTE #1 AND RUNNING WITH SAID WIRMAN N 85° 18' 57" E 430.39 FEET AND N 08° 59' 02" E 93.62 FEET TO A POINT, A CORNER OF FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY;

THENCE WITH SAID FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY N 08° 51' 57" E 83.90 FEET TO A POINT;

THENCE N 50° 04' 56" E 94.72 FEET TO A POINT;

THENCE N 14° 25' 03" W 111.00 FEET TO A POINT;

THENCE N 52° 13' 57" E 53.69 FEET TO A POINT;

THENCE N 74° 29' 03" W 307.10 FEET TO A POINT, A CORNER OF MULLEN;

THENCE WITH THE LINE OF MULLEN, N 74° 26' 18" W 53.69 FEET TO A POINT A CORNER TO FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY;

THENCE WITH THE LINE OF FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY N 04° 38' 45" W 213.93 FEET TO A POINT;

THENCE N 89° 14' 48" W 244.15 FEET TO A POINT, ON THE AFOREMENTIONED EASTERLY LINE OF RICHMOND HIGHWAY, U. S. ROUTE #1;

THENCE WITH SAID ROUTE #1, N 04° 38' 17" W 1066.36 FEET TO THE POINT OF BEGINNING; CONTAINING 44.89493 ACRES MORE OR LESS.

AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BY DEED DATED AND RECORDED ON APRIL 1, 1981 IN INSTRUMENT NUMBER DEED BOOK 5538 AT PAGE 892; AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

TITLE COMMITMENT PARCEL THREE:

ALL OF THAT CERTAIN LOT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE COUNTY OF FAIRFAX, COMMONWEALTH OF VIRGINIA DESIGNATED AS LOT 1 ON A PLAT KNOWN AS "PROPERTY LINE ADJUSTMENT OF THE PROPERTIES OF FLORENCE NIGHTINGALE LYONS AND BESSIE NIGHTINGALE", DATED JULY 26, 1979, PREPARED BY COPELAND AND KEPHART SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERNMOST POINT OF THE LAND HEREIN DESCRIBED, SAID POINT BEING A COMMON CORNER OF T. L. MULLEN, TRUSTEE AND ROBERT L. KIRBY, TRUSTEE;

THENCE DEPARTING THE LINE OF T. L. MULLEN AND RUNNING WITH THE LINE OF ROBERT L. KIRBY, TRUSTEE S 73° 38' 00" E 307.10 FEET AND S 53° 05' 00" W 53.69 FEET TO A POINT;

THENCE DEPARTING THE LINE OF ROBERT L. KIRBY, TRUSTEE AND RUNNING THROUGH THE LAND OF FLORENCE NIGHTINGALE LYONS AND BESSIE NIGHTINGALE (WITH THE LINE OF LOT 2 OF THE AFOREMENTIONED PLAT BY COPELAND AND KEPHART) S 53° 05' 00" W 537.15 FEET TO A POINT ON THE LINE OF DAVID W. WIRMAN, JR.;

THENCE RUNNING WITH THE LINE OF DAVID W. WIRMAN, JR. S 75° 23' 30" W 38.40 FEET TO A POINT;

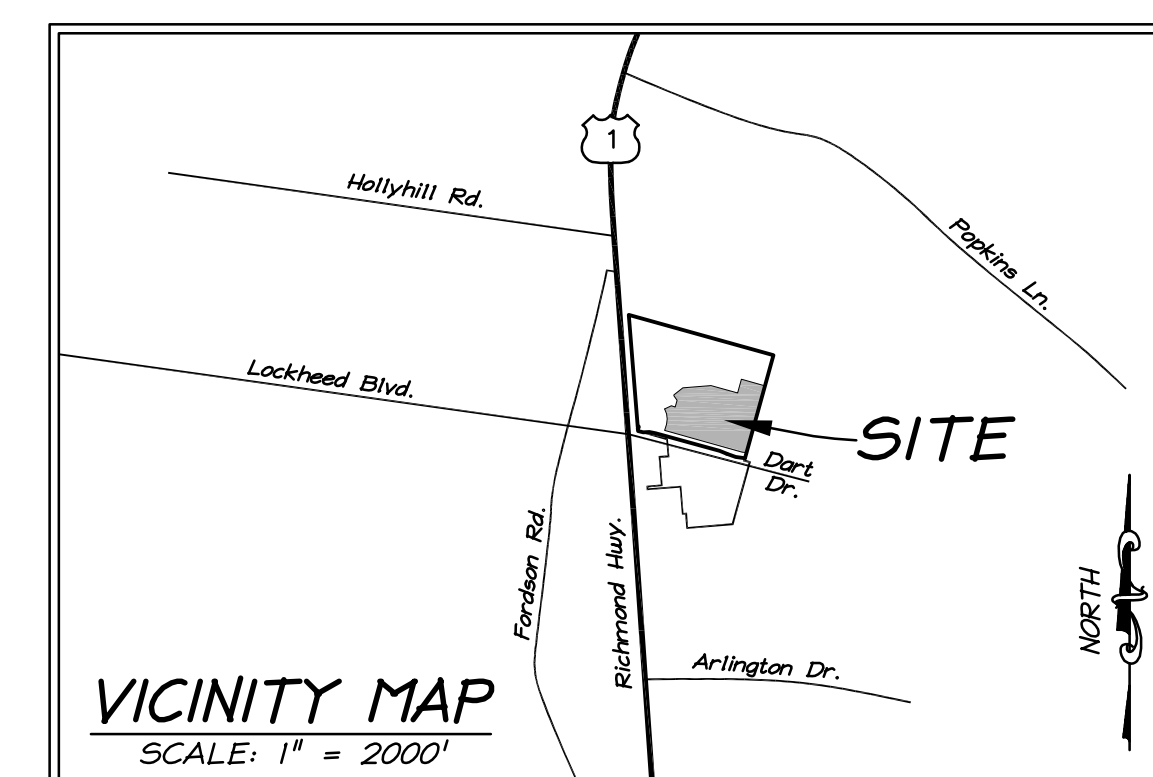
THENCE DEPARTING THE LINE OF DAVID W. WIRMAN, JR. AND RUNNING THROUGH THE LAND OF FLORENCE NIGHTINGALE LYONS AND BESSIE NIGHTINGALE (WITH THE LINE OF LOT 3 OF THE AFOREMENTIONED PLAT BY COPELAND AND KEPHART) N 03° 47' 14" W 158.00 FEET TO A POINT IN THE LINE OF THE AFOREMENTIONED T. L. MULLEN, TRUSTEE;

THENCE WITH THE LINE OF T. L. MULLEN, TRUSTEE N 86° 10' 00" E 93.62 FEET AND N 03° 50' 00" W 179.48 FEET TO THE POINT OF BEGINNING;

CONTAINING 55,581 SQUARE FEET (1.275% ACRES) OF LAND MORE OR LESS;

TOGETHER WITH AND SUBJECT TO A CERTAIN 20 FOOT OUTLET ROAD AS SHOWN ON PLAT RECORDED IMMEDIATELY PRIOR HERETO PREPARED COPELAND AND KEPHART DATED JULY 20, 1979

AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BY DEED DATED DECEMBER 28, 1979 AND RECORDED ON DECEMBER 31, 1979 IN INSTRUMENT NUMBER DEED BOOK 5390 AT PAGE 310; AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.



TITLE COMMITMENT PARCEL FOUR:

ALL OF THAT CERTAIN LOT OR PARCEL OF LAND LYING AND BEING SITUATE IN THE COUNTY OF FAIRFAX, COMMONWEALTH OF VIRGINIA, DESIGNATED AS LOT 2 ON A PLAT KNOWN AS "PROPERTY LINE ADJUSTMENT OF THE PROPERTIES OF FLORENCE NIGHTINGALE LYONS AND BESSIE NIGHTINGALE", DATED JULY 26, 1979, PREPARED BY COPELAND AND KEPHART, SAID LOT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERNMOST POINT OF THE LAND HEREIN DESCRIBED (SAID POINT BEING A CORNER OF LOT 1 OF THE AFOREMENTIONED PLAT BY COPELAND AND KEPHART) SAID POINT BEING ON THE LINE OF DAVID W. WIRMAN, JR.

THENCE DEPARTING THE LINE OF DAVID W. WIRMAN, JR., AND RUNNING THROUGH THE LAND OF FLORENCE NIGHTINGALE LYONS AND BESSIE NIGHTINGALE (WITH THE LINE OF LOT 1 OF THE AFOREMENTIONED PLAT BY COPELAND AND KEPHART) N 53 DEGREES 05' 00" E 357.15 FEET TO A POINT IN THE LINE OF ROBERT L. KIRBY, TRUSTEE;

THENCE RUNNING WITH THE LINE OF ROBERT L. KIRBY S 13 DEGREES 34' 00" E 117.00 FEET, S 50 DEGREES 56' 00" W 94.72 FEET AND 09 DEGREES 43' 00" W 83.90 FEET TO A CORNER OF THE AFOREMENTIONED DAVID W. WIRMAN, JR.;

THENCE DEPARTING THE LINE OF ROBERT L. KIRBY, TRUSTEE AND RUNNING WITH THE LINE OF DAVID W. WIRMAN, JR. N. 86 DEGREES 16' 30" W 76.40 FEET, N 67 DEGREES 06' 30" W 120.00 FEET AND S 75 DEGREES 23' 30" W 39.79 FEET TO THE POINT OF BEGINNING;

CONTAINING 34,003 SQUARE FEET (0.78060 ACRES) OF LAND MORE OR LESS.

TOGETHER WITH AND SUBJECT TO A CERTAIN 20 FOOT OUTLET ROAD AS SHOWN ON PLAT RECORDED IMMEDIATELY PRIOR HERETO PREPARED BY COPELAND AND KEPHART, DATED JULY 26, 1979, AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BY DEED DATED DECEMBER 28, 1979 AND RECORDED ON DECEMBER 31, 1979 IN INSTRUMENT NUMBER DEED BOOK 5390 AT PAGE 307; AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

TITLE COMMITMENT PARCEL FIVE

BEGINNING AT AN ORIGINAL IRON PIPE IN THE EAST RIGHT OF WAY LINE OF U.S. ROUTE #1 SAID PIPE BEING THE NORTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY BELONGING TO NIGHTINGALE, THENCE DEPARTING FROM THE POINT OF BEGINNING, AND RUNNING ALONG THE EAST RIGHT OF WAY LINE OF U.S. ROUTE #1, N. 3° 50' 00" W. 147.43 FEET TO AN IRON PIPE;

THENCE THROUGH THE PROPERTY OF BOND S. 88° 26' 30" E. 244.15 FEET TO AN IRON PIPE IN THE WESTERLY LINE OF THE PROPERTY NOW OR FORMERLY BELONGING TO EVANS;

THENCE WITH THE LINE OF EVANS S. 3° 50' 00" E. 214 FEET TO AN IRON PIPE;

THENCE N. 73° 38' 00" W. 259.03 FEET TO THE POINT OR PLACE OF BEGINNING AND CONTAINING 1.01 ACRES, MORE OR LESS.

SUBJECT TO A RIGHT OF WAY 20 FEET IN WIDTH ALONG THE ENTIRE SOUTHERLY BOUNDARY OF SAID PROPERTY FOR INGRESS AND EGRESS TO THE PROPERTY CONVEYED TO LINTON EVANS AND WIFE, BY DEED DATED NOVEMBER 30TH, 1948 AND DULY OF RECORD AMONG THE LAND RECORDS OF THE AFORESAID COUNTY IN DEED BOOK 663 AT PAGE 343; LESS AND EXCEPT 1288 SQUARE FEET CONVEYED TO THE COMMONWEALTH OF VIRGINIA BY DEED IN DEED BOOK 3795, AT PAGE 370, OF SAID LAND RECORDS.

AND BEING A PORTION OF THE SAME PROPERTY CONVEYED TO FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA BY DEED DATED JULY 20, 1979 AND RECORDED ON JULY 20, 1979 IN INSTRUMENT NUMBER DEED BOOK 5294 AT PAGE 72; AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

LESS AND EXCEPTING THAT PORTION OF LAND DEDICATED AS CONTAINED IN A DEED OF EASEMENT, DEDICATION AND VACATION DATED OCTOBER 16, 1991 AND RECORDED OCTOBER 22, 1991 AND RECORDED AT DEED BOOK 7927 AT PAGE 1280.

SURVEYOR'S CERTIFICATION

TO FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY, A POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, BY VIRTUE OF DEED FROM ROBERT L. KIRBY, TRUSTEE, K. HOVANNIAN HOMES OF VIRGINIA, INC., AND FIRST AMERICAN TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), 8, 9, 13, 14, 16 AND 18 OF TABLE A THEREOF.

THE FIELD WORK WAS COMPLETED ON DECEMBER 19TH, 2018.

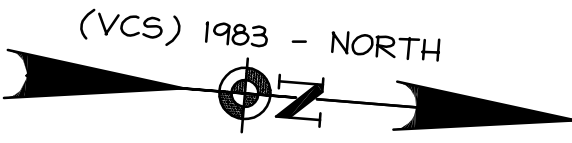


BRENT E. EVANS
LICENSED LAND SURVEY NO.: 2843
COMMONWEALTH OF VIRGINIA

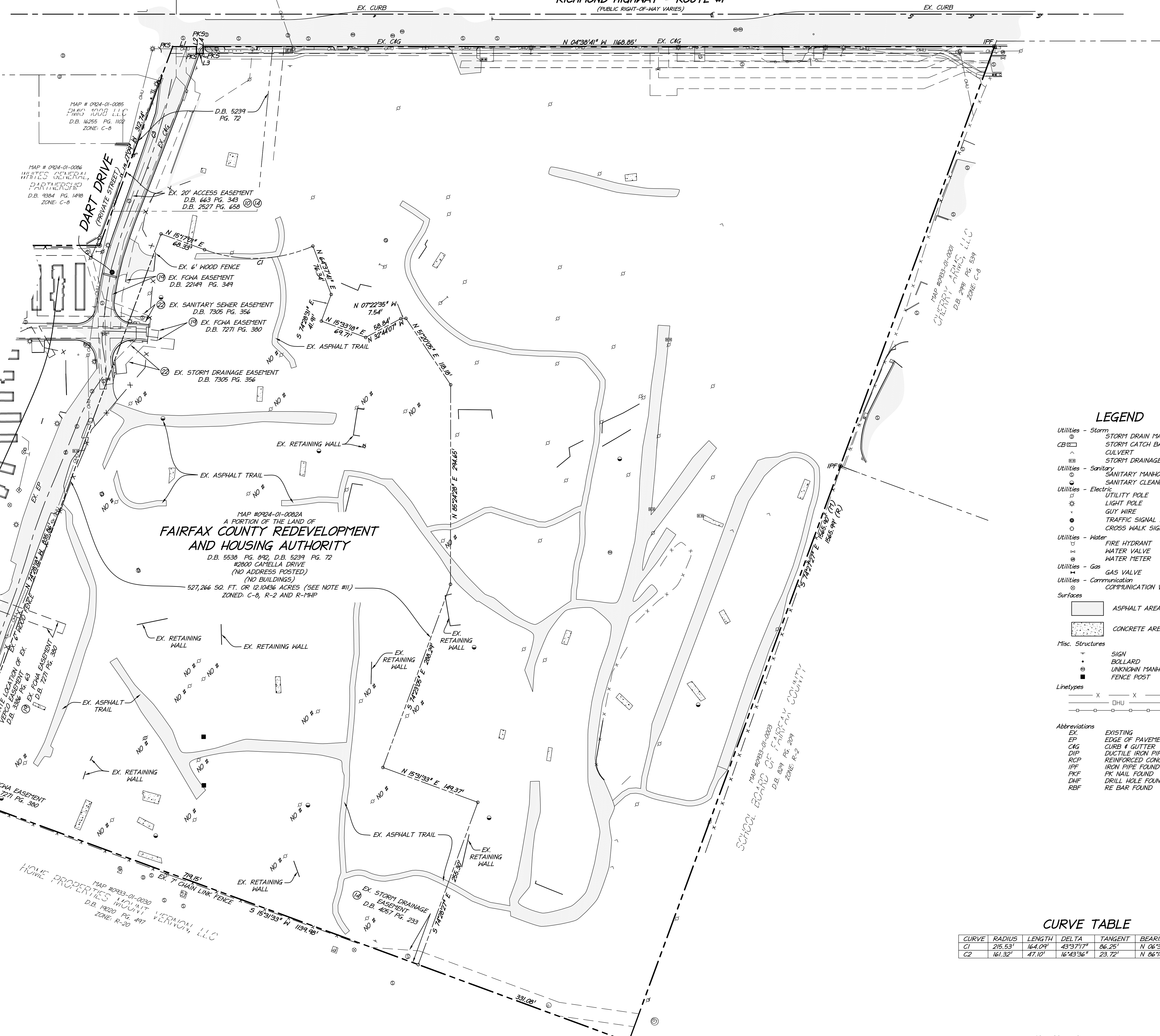
christopher consultants logo and contact information: 9417 innovation drive - manassas, va 20110, phone 703.993.9887, fax 703.993.9076

2016 ALTA/NSPS LAND TITLE SURVEY ON A PORTION OF THE LAND OF FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY (DEED BOOK 5538 PAGE 892 AND DEED BOOK 5294 PAGE 72) MOUNT VERNON DISTRICT FAIRFAX COUNTY, VIRGINIA

Table with project, scale, date, drawn, checked, sheet no. information. Sheet 1 of 2.



RICHMOND HIGHWAY - ROUTE #1
(PUBLIC RIGHT-OF-WAY VARIES)



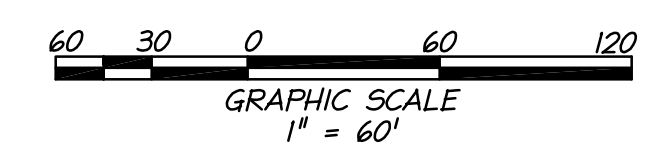
MAP #0924-01-0028A
A PORTION OF THE LAND OF
FAIRFAX COUNTY REDEVELOPMENT
AND HOUSING AUTHORITY
D.B. 5538 PG. 892, D.B. 5239 PG. 72
#2800 CAMELLA DRIVE
(NO ADDRESS POSTED)
(NO BUILDINGS)
527,266 SQ. FT. OR 12,104.86 ACRES (SEE NOTE #11)
ZONED: C-8, R-2 AND R-1HP

LEGEND

- Utilities - Storm
 - STORM DRAIN MANHOLE
 - STORM CATCH BASIN
 - CULVERT
 - STORM DRAINAGE INLET
- Utilities - Sanitary
 - SANITARY MANHOLE
 - SANITARY CLEANOUT
- Utilities - Electric
 - UTILITY POLE
 - LIGHT POLE
 - GUY WIRE
 - TRAFFIC SIGNAL POLE
 - CROSS WALK SIGNAL POLE
- Utilities - Water
 - FIRE HYDRANT
 - WATER VALVE
 - WATER METER
- Utilities - Gas
 - GAS VALVE
- Utilities - Communication
 - COMMUNICATION VAULT
- Surfaces
 - ASPHALT AREA
 - CONCRETE AREA
- Misc. Structures
 - SIGN
 - BOLLARD
 - UNKNOWN MANHOLE
 - FENCE POST
- Linetypes
 - FENCE
 - OVERHEAD UTILITY WIRE
 - GUARD RAIL
- Abbreviations
 - EX. EXISTING
 - EP. EDGE OF PAVEMENT
 - C&G. CURB & GUTTER
 - DIP. DUCTILE IRON PIPE
 - RCP. REINFORCED CONCRETE PIPE
 - IPF. IRON PIPE FOUND
 - PKF. PK NAIL FOUND
 - DHF. DRILL HOLE FOUND
 - RBF. RE BAR FOUND

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	TANGENT	BEARING	CHORD
C1	215.53'	164.09'	43°37'17"	86.26'	N 06°31'37" W	160.15'
C2	161.32'	47.10'	16°43'36"	23.72'	N 86°14'12" W	46.93'



2016 ALTAMPS LAND TITLE SURVEY
 ON A PORTION OF THE LAND OF
**FAIRFAX COUNTY REDEVELOPMENT
 AND HOUSING AUTHORITY**
 (DEED BOOK 5538 PAGE 892 AND DEED BOOK 5239 PAGE 72)
 MOUNT VERNON DISTRICT
 FAIRFAX COUNTY, VIRGINIA

SCALE: 1" = 60'

DATE: 01/17/19

DRAWN: PFS

CHECKED: WEB

SHEET No.

