INTERIM AGREEMENT
(Laurel Hill)

This Interim Agreement ("Agreement") is entered into as of the 4th day of November, 2011, by and between the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia in its proprietary capacity, and not in its governmental or regulatory capacity (the "County") and THE ALEXANDER COMPANY, INC., a Wisconsin corporation ("Alexander").

RECITALS

R-1 On July 11, 2002, the County acquired approximately 2,323 acres of land located in Fairfax County, Virginia (such land, the "Master Deed Land"), pursuant to that certain Quitclaim Deed executed by the United States General Services Administration ("GSA") and the County and recorded among the land records of Fairfax County, Virginia in Deed Book 13112, Page 2170 (the "Master Deed").

R-2 The future development of the Master Deed Land is governed by, inter alia, (a) various restrictive covenants contained in the Master Deed itself, (b) the Fairfax County Reuse Plan, adopted on July 26, 1999 and as amended to date (the "Reuse Plan"), and (c) that certain Memorandum of Agreement dated June 29, 2001 by and between GSA, the County, the Bureau of Land Management, the Fairfax County Park Authority, Fairfax County Public Schools, the Federation of Lorton Communities, the Lorton Heritage Society, the Northern Virginia Regional Park Authority, the Virginia Department of Historic Resources, and the Advisory Council of Historic Preservation (the "MOA"). The Reuse Plan is reflected in the Fairfax County, Virginia Comprehensive Plan (the "Comprehensive Plan").

R-3 As reflected on the Reuse Plan, the Master Deed Land includes an adaptive re-use site, identified as Fairfax County Tax Map Number 107-1-((1))-9 and being further described on Exhibit A attached hereto (the "Property"), on which is situated a former reformatory and penitentiary. The Master Deed, the Reuse Plan, and the MOA require the County to adaptively re-use these prison structures as part of any County development of the Property.

R-4 The County contracted with Alexander to prepare a development plan for the Property in accordance with the Reuse Plan, in which Alexander, potentially together with one or more other developers, would be primarily responsible for the construction of new residential, commercial, and retail uses as well as the adaptive re-use of historic structures for residential, commercial, and retail uses (such proposed development, the "Project"). This work culminated in a master plan for the Property showing desired land use, budget and densities (the "Master Plan"). The Master Plan was approved by the Board of Supervisors on May 11, 2010. Such Master Plan identified the need to explore options for financing the public improvements related to the Project, including, for example and without limitation, private equity, tax revenue including possible special district taxes, tax increment financing, or a combination thereof.

R-5 Following the adoption of the Master Plan, Alexander has entered into an arrangement with Elm Street Development/Elm Street Communities ("Elm Street") whereby Elm

Street will assist Alexander in the planning and rezoning processes described hereinbelow and, in the event the County eventually enters into an MDA (as defined below) with respect to the Project, be responsible for the construction of portions of the new market rate residential portions of the project.

R-6 The County, Alexander and Elm Street have been working together to further refine the Master Plan as it applies to the Property and have been discussing possible structures for the Project.

R-7 Given the complexity of the potential development of the Property and the need to commence certain design- and zoning-related work and obtain various approvals before the parties can obtain a more accurate estimate of the cost of the Project, the parties hereby agree that it is necessary to file the necessary applications for zoning and land use approvals prior to execution of a final agreement for the Project.

R-8 Notwithstanding that the parties do not have a final agreement regarding the Project and with full recognition that the parties may be unsuccessful in concluding a final agreement regarding the Project, the County has agreed to allow Alexander the exclusive right to pursue the Land Use Entitlement Approvals (as defined herein) with respect to the Property and the Project in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the Recitals, which are hereby incorporated into this Agreement by reference, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term of Agreement. This Agreement shall commence on the date hereof and, unless otherwise terminated in accordance with the terms of Section 5 below, shall terminate upon the execution by the parties hereto of the MDA (as defined below).

2. Designation of Alexander as Agent.

a. The County hereby designates Alexander as its agent for the limited purpose of pursuing the Land Use Entitlement Approvals with respect to the Property and the Project, subject to the terms and conditions set forth in this Agreement, and Alexander hereby accepts such designation.

b. The County hereby acknowledges and agrees that Alexander, as the County's agent, is hereby authorized to commence land use planning, design, and other work activities necessary to obtain the following with respect to the Property and the Project (collectively, the "Land Use Entitlement Approvals"):

i. An amendment to the Comprehensive Plan;

ii. A Conceptual Development Plan and Final Development Plan;

iii. A rezoning of the Property in connection with the Project;

iv. GSA's approval of the Project in connection with the Reuse Plan;

v. Any approvals required under the terms of the MOA; and

vi. Any other approvals necessary in connection with (i) through (iii) above.

c. Alexander hereby acknowledges and agrees that the agency created hereby is temporary and shall immediately terminate upon any termination of this Agreement in accordance with the terms of Section 5 below. Upon such termination of the agency created hereby, Alexander shall immediately cease all work with respect to the Land Use Entitlement Approvals and, thereafter, Alexander shall have no further duty or obligation to pursue the Land Use Entitlement Approvals on behalf of the County.

3. Agreement Regarding Land Use Entitlement Approval Process.

a. Alexander shall consult and coordinate with the County regarding the design of the Project and regarding all submissions to be made in connection with the Land Use Entitlement Approvals. Unless otherwise waived or modified in writing by the County Executive, or his designee, Alexander shall provide the County, in its proprietary capacity, a copy of all submissions to be made in connection with the Land Use Entitlement Approvals for the County's review and approval fifteen (15) business days prior to Alexander's anticipated filing with or submission of the same to the applicable governmental agencies. Approval of such submission shall be in the County's sole discretion; provided, however, that the County's approval of any and all such submissions shall not be unreasonably withheld on the basis of County comments that do not reasonably reflect refinement of the scope and substance of prior approved submissions, unless such comments are in response to issues or questions raised by the County, in its governmental / regulatory capacity, as part of the Land Use Entitlement Approval process. If the County fails to notify Alexander in writing of either its approval or disapproval of any such submissions within fifteen (15) business days after its receipt of the same from Alexander, then Alexander may proceed with the submission of the same; however it shall be understood that such submission shall not be deemed to be approved by the County. Any County approval of submissions by Alexander shall be in the County's capacity as land owner, and shall not be construed to imply approval as a regulator.

b. The County shall be obligated to diligently pursue any consent of the Board of Supervisors that may be required in connection with the Land Use Entitlement Approvals and to otherwise cooperate with Alexander in the pursuit of the Land Use Entitlement Approvals.

c. It is further acknowledged and understood that the rezoning of the Property will require execution of proffered conditions by Alexander and the County. The County and Alexander shall consult and coordinate as to the substance of such proffered conditions. The County's approval and execution of the proffered conditions shall be in the

County's sole discretion; provided, however, that such approval and execution shall not be unreasonably withheld with respect to proffered conditions that (i) are reasonably related to elements of Land Use Entitlement Approval submissions previously approved by the County, in its proprietary capacity, and (ii) otherwise reflect the obligations of this Agreement.

d. In performing its obligations hereunder, Alexander shall at all times comply with, and cause its submissions in connection with the Land Use Entitlement Approvals to comply with, the requirements of the Master Deed, the MOA, and, to the extent possible, the Master Plan.

e. Alexander shall be responsible for all costs associated with the Land Use Entitlement Approvals (such costs, less those costs identified in Section 3(f) below as "County Costs", the "Alexander Costs"). A preliminary budget for the Alexander Costs is attached hereto as Exhibit B (the "Preliminary Budget").

f. During the term of this Agreement, the County shall be responsible for those costs identified on Exhibit C attached hereto (collectively, the "County Costs").

g. During the term of this Agreement, Alexander and its agents may access the Property upon reasonable advance notice to the County in order to conduct such activities as Alexander reasonably determines are necessary or appropriate in connection with the Land Use Entitlement Approvals process. Alexander shall, and shall cause any of its employees or agents entering onto the Property to, deliver to the County certificates of insurance listing the County as an additional insured and evidencing general liability insurance coverage in the amount of $1,000,000.00. Alexander shall further (i) repair and restore any damage to the Property or the improvements thereon caused by Alexander's activities (or those of its employees or agents) under this Section 3(g), and (ii) indemnify, defend, and hold the County harmless from and against any and all liability, cost, or expense, including any damage to the Property or the improvements thereon, resulting or arising from Alexander's activities (or those of its employees or agents) under this Section 3(g), except to the extent caused by the negligence or willful act or omission of the County, its agents, or employees. Notwithstanding anything herein to the contrary, neither this Section 3(g), nor any portion thereof, nor any other provision in this Agreement shall constitute a waiver of the County's sovereign immunity.

4. Pursuit of Master Development Agreement.

a. The parties agree to pursue negotiations, diligently and in good faith, of a master development agreement (an "MDA") to fully provide for the development of the Project, with the expectation of concluding negotiations by March 31, 2013, unless such date should be extended by the mutual agreement of the parties. The parties further agree that execution of the MDA, by all parties, and the approval of the MDA by the Board of Supervisors of Fairfax County, Virginia are both to occur prior to the rezoning of the Property. The MDA will provide, inter alia, a comprehensive agreement for the rights and responsibilities of each party regarding the entire development of the Project, including, without limitation:

i. The phasing of the Project and the projected timing of completion of each development phase;

ii. The resulting ownership structure of each phase of the Project and the transactions necessary in connection therewith are anticipated to be long term (99 year) leases for Property occupied by historic structures and fee simple transfer of other Property, or other ownership approaches that may be in the mutual interest of the parties and reflected in the MDA;

iii. Funding mechanism(s) for the public improvements necessary for the Project;

iv. A proposed budget for all phases of the Project (the "Final Budget"), including an allocation of Project costs among the parties, the parties acknowledging that the County's contribution shall be a capped amount to be mutually agreed upon by the parties (the "County Contribution"); and

v. Financing or projected financing arrangements for each phase of the Project.

vi. The possible addition of other parties to the MDA, and/or provisions for Alexander to later assign all or a portion of its obligations thereunder to other parties to best facilitate development of the Project, subject to County approval, such approval to be based on reasonable criteria and not to be unreasonably withheld, conditioned, or delayed.

b. If the parties reach agreement upon the terms and conditions of the MDA by the date set forth in Section 4(a) above, then the County's gap contribution set forth in the Master Plan shall be reduced in the Final Budget by the aggregate reduction in (i) those County Costs actually incurred by the County during the Land Use Entitlement Approvals process; (ii) any agreement by the County to reduce and/or waive any fees customarily charged by the County, acting in its governmental capacity, in connection with the Land Use Entitlement Approvals process or in connection with the subsequent permitting processes for the Project; and (iii) any reduction in typically proffered costs imposed as part of the Land Use Entitlement Approvals process.

c. Until the Board of Supervisors shall have approved the MDA, Alexander shall have the right to withdraw the rezoning application from consideration for final approval by the Board of Supervisors.

5. Termination.

a. In the event the parties are unable to reach agreement upon the terms and conditions of the MDA by 11:59 p.m. eastern time on March 31, 2013 (or such later date as may be mutually agreed upon, in writing, by the parties), this Agreement shall automatically terminate as of such date and the parties hereto shall have no further rights or obligations hereunder, except as otherwise expressly provided herein. Alexander may also terminate this Agreement at an earlier date if it reasonably determines that the project is infeasible based on the

inability to obtain approvals for its intended reuse and provides the County with written notice describing in detail the basis for such determination. In the event of such termination, the County shall, within fifteen (15) business days thereafter, pay to Alexander an amount equal to the sum of those Alexander Costs actually incurred by Alexander during the Land Use Entitlement Approvals process, subject to the following:

- With respect to any given line item / deliverable described in the Preliminary Budget, the County shall reimburse Alexander Costs pertaining to such line item / deliverable up to, but, absent prior written approval of the County, not in excess of, the amount set forth on the Preliminary Budget (it being understood and agreed that any Alexander Cost reimburseable under this Section 5(a) must pertain to a Preliminary Budget line item / deliverable); provided, however, that (i) such reimbursement shall be contingent upon Alexander assigning to the County all of its rights and interests to, and providing the County with, the deliverable(s) described in such line item, and (ii) with respect to line item / deliverables with a "1 / 2" appearing in the Notes column of the Preliminary Budget, the County shall reimburse up to the amount set forth for such line item / deliverable less any amounts expended by the County in connection therewith;

- The County shall not reimburse Alexander for any Alexander Costs pertaining to any Preliminary Budget line item / deliverable with a "3" appearing by such line item in the "Notes" column; and

- The total amount reimburseable by County pursuant to this Section 5(a) shall not exceed $700,000.00.

The parties hereto acknowledge and agree that such amount shall represent fair and just compensation to Alexander for the work performed by Alexander during the Land Use Entitlement Approvals process, and, simultaneously with Alexander's receipt of such payment from the County, Alexander shall (i) provide documentation supporting its claimed amount of reimbursable Alexander Costs, as reasonably requested by the County, (ii) assign all of its rights and interests (if any) in and to any obtained Land Use Entitlement Approvals to the County, and (iii) assign to the County all of its rights and interests to, and provide the County with, any and all work product produced by Alexander and its contractors and consultants associated with the Project, including any market studies pertaining to the Project, together with any third-party consents necessary therefor. The foregoing obligations of the County and Alexander shall survive the termination of this Agreement.

Thereafter, the parties hereto shall have no further rights or obligations hereunder, except as otherwise expressly provided herein; provided, however, that Alexander shall not be entitled to reimbursement under this Section 5(b) in connection with any termination of this Agreement pursuant to this Agreement under Section 5(a) hereof, or (ii) termination by the County pursuant to Section 5(c) hereof.

b. In the event of any breach of this Agreement by the County which is not cured within thirty (30) days after the County's receipt of written notice of such breach from Alexander, Alexander shall have the right to either (i) terminate this Agreement and obtain

reimbursement from the County for those Alexander Costs actually incurred by Alexander through the date of such termination, including the direct time and expense of Alexander and its agents and assigns incurred in connection with efforts to obtain the Land Use Entitlement Approvals, or (ii) pursue any and all other remedies available to Alexander at law or in equity.

c. In the event of any breach of this Agreement by Alexander which is not cured within thirty (30) days after Alexander's receipt of written notice of such breach from the County, the County shall have the right to either (i) terminate this Agreement or (ii) pursue any and all other remedies available to the County at law or in equity.

6. Notice. Any notices required or permitted to be given hereunder shall be deemed to have been properly given when received or refused if sent by United States certified or registered mail, return receipt requested; national overnight courier service; or delivered in hand; in each case as follows:

If to the County:

Board of Supervisors of Fairfax County, Virginia
Attention: County Executive
12000 Government Center Parkway
Fairfax, Virginia 22035-0064

With copies to:

Department of Planning and Zoning, Planning Division
12055 Government Center Parkway, Suite 730
Fairfax, Virginia 22035
Attention: Chris Caperton

And:

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

If to Alexander:

David Vos
The Alexander Company
145 E. Badger Road, Suite 200
Madison, Wisconsin 53713

7. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and their permitted assigns. No party hereto may assign its rights or delegate its obligations hereunder without the prior written consent of each of the other parties hereto, which may be withheld in such party's sole and absolute discretion.

b. Failure by either party to insist upon or enforce any of its rights hereto shall not constitute a waiver thereof. This Agreement shall not be modified, amended, or altered except by a written agreement signed by each of the parties hereto.

c. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia.

d. This Agreement may be executed in two or more counterpart originals, in which case each counterpart original shall be for all purposes considered an original of this Agreement.

e. Any and all of the County's financial obligations under this Agreement are subject to appropriations by the Fairfax County Board of Supervisors.

f. During the term of this Agreement, the County covenants and agrees not to solicit the development of the Property or any portion thereof with any third parties and not to accept any offer to develop or acquire the Property or any portion thereof from any third parties.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

COUNTY:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, acting in its proprietary capacity and not in its governmental or regulatory capacity

By: _____

Name: ANTHONY H. GRIFFIN

Title: COUNTY EXECUTIVE

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

Subscribed and sworn to before me this 4TH day of NOVEMBER, 2011, by ANTHONY H. GRIFFIN.

Jo Ann Havach
Notary Public

My Commission Expires: JULY 31, 2012
Registration Number: 178038

[Additional signatures appear on the following pages.]

ALEXANDER:
The Alexander Company, Inc.
~~ALEXANDER DEVELOPMENT COMPANY, a~~
a Wisconsin Corporation

By: _____

Name: Joseph M. Alexander

Title: President

STATE OF WISCONSIN
~~COMMONWEALTH OF VIRGINIA~~
COUNTY OF ~~FAIRFAX~~ DANE, to-wit:

Subscribed and sworn to before me this 1 day of NOVEMBER, 2011, by JOSEPH M. ALEXANDER.

_____
Notary Public

My Commission Expires: 1/26/14
Registration Number: _____

[Additional signatures appear on the following pages.]

EXHIBIT A – LEGAL DESCRIPTION OF PROPERTY

County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

DESCRIPTION OF THE REMAINDER OF PARCEL "D"
LORTON CORRECTIONAL COMPLEX (LCC)
PLAT OF DIVISION, D.B. 13116, PG. 2200
TAX MAP # 107-1 ((1)) 9, FAIRFAX COUNTY, VIRGINIA

Commencing at the intersection of Lorton Road – Rt. 642 and Silverbrook Road – Rt. 600, thence ± 2800' in northerly direction along the westerly line of the Right of Way of Silverbrook Road to the line common with Parcel A, Laurel Crest (formerly Gunston Corner), D.B. 12207, PG. 1394; the Point of Beginning being the eastern most corner of the land herein described. Said Point of Beginning being in the westerly prescriptive Right of Way of Silverbrook Road and 6.8' from the North-Westerly corner of Laurel Crest.

From the Point of Beginning, departing the prescriptive Right of Way of Silverbrook Road, coincident with the common line of Laurel Crest; S 12° 08' 05", W 394.75' to a concrete monument found;

Thence N 63° 26' 55" W, 297.76' to a concrete monument found;

Thence S 27° 10' 53" W, 520.17' to a concrete monument found in the line common with The Highland at Gunston Corner a Condominium, D.B. 8835, PG. 1869;

Thence S 26° 55' 00" E, 126.83' to an iron pipe found in the line common with Parcel E, Lorton Correctional Complex (LCC), D.B. 13116, PG. 2200;

Thence departing the common line of The Highland at Gunston Corner a Condominium; coincident with Parcel E, Lorton Correctional Complex (LCC) the following courses and distances:

S 58° 04' 10" W, 442.96' to an iron pipe found;
N 29° 07' 44" W, 234.63' to a nail found;
S 72° 03' 48" W, 196.32' to an iron pipe found;
S 84° 22' 57" W, 460.26' to an iron pipe found;
S 88° 52' 06" W, 612.83' to an iron pipe found;
N 78° 11' 51" W, 131.58' to an iron pipe found;
N 69° 26' 38" W, 197.09' to a nail found;
N 21° 32' 02" W, 382.32' to a nail found;
N 08° 54' 59" W, 471.88' to the line common with Spring Hill Senior Campus, Phase 1, D.B. 16822, PG. 1709;

Department of Public Works and Environmental Services
Capital Facilities, Construction Management Division, Land Survey Branch
12000 Government Center Parkway, Suite 147
Fairfax, VA 22035-0088
Ph. 703-324-5151, TTY 1-800-828-1120, Fax 703-324-5575
www.fairfaxcounty.gov

Thence departing Parcel E, Lorton Correctional Complex (LCC) coincident with Spring Hill Senior Campus, Phase 1 the following courses and distances:

N 55° 51' 37" E, 587.21';
S 81° 13' 06" E, 378.98';
S 08° 46' 54" W, 95.71';
S 81° 13' 06" E, 447.56';
N 08° 28' 57" E, 958.10';
N 49° 13' 35" E, 60.86';
S 80° 57' 53" E, 197.44';
N 50° 14' 14" E, 311.17' to the Right of Way of Silverbrook Road, as recorded at D.B. 16722, PG. 1059;

Thence defining the Right of Way of Silverbrook Road, 4.40' along the arc of a curve to the left, whose radius is 857.00', chord bearing and distance are, S 44° 48' 49" E, 4.40' to the point of reverse curvature;

Thence departing Silverbrook Road, defining the Right of Way of White Spruce Way, 68.62' along the arc of a curve to the right, whose radius is 40.00', chord bearing and distance are, S 04° 11' 12" W, 60.51' to the point of compound curvature;

Thence 120.92' along the arc of a curve to the right, whose radius is 507.00', chord bearing and distance are, S 60° 10' 00" W, 120.64' to the point of compound curvature;

Thence 13.98' along the arc of a curve to the right, whose radius is 25.00', chord bearing and distance are, S 83° 01' 03" W, 13.80' to the point of tangency;

Thence the following courses and distances:
N 80° 57' 53" W, 26.15';
S 09° 02' 07" W, 84.00';
S 80° 57' 53" E, 6.32' to the point of curvature;

Thence 17.28' along the arc of a curve to the right, whose radius is 25.00', chord bearing and distance are, S 61° 09' 52" E, 16.94' to the point of reverse curvature;

Thence 137.96' along the arc of a curve to the left, whose radius is 55.00', chord bearing and distance are, N 66° 46' 44" E, 104.53' to the point of reverse curvature;

Thence 28.72' along the arc of a curve to the right, whose radius is 25.00', chord bearing and distance are, N 27° 49' 44" E, 27.16' to the point of reverse curvature;

Thence 108.86' along the arc of a curve to the left, whose radius is 563.00', chord bearing and distance are, N 55° 11' 47" E, 108.69' to the point of reverse curvature;

Thence 57.22' along the arc of a curve to the right, whose radius is 39.85', chord bearing and distance are, S 89° 12' 28" E, 52.43' to the point of tangency in the Right of Way of Silverbrook Road as recorded at D.B. 13400, PG. 1422;

Thence S 48° 17' 19" E, 6.68' to the point of curvature;

Thence 365.05' along the arc of a curve to the right, whose radius is 755.00', chord bearing and distance are, S 34° 36' 11" E, 361.50' to the point of tangency;

Thence S 20° 45' 06" E, 467.10' to the point of curvature;

Thence 248.14' along the arc of a curve to the left, whose radius is 865.00', chord bearing and distance are, S 28° 58' 12" E, 247.29' to the point of tangency;

Thence the following courses and distances:
S 23° 10' 34" E, 56.69' to the South-Westerly line of the prescriptive Right of Way of Silverbrook Road;
S 31° 55' 18" E, 53.00';
S 44° 40' 55" E, 50.33';
S 57° 25' 33" E, 46.67';
S 66° 42' 48" E, 15.52'to the Point of Beginning.

Encompassing 78.532 acres of land.

The Metes and Bounds described herein are resulting from a boundary survey prepared under my supervision. All bearings recited herein are based on the VCS 1983 North Zone.

COMMONWEALTH OF VIRGINIA
V. McEntire
VICKIE L. McENTIRE
Lic. No. 002449
3/18/11
LAND SURVEYOR

Department of Public Works and Environmental Services
Capital Facilities, Construction Management Division, Land Survey Branch
12000 Government Center Parkway, Suite 147
Fairfax, VA 22035-0088
Ph. 703-324-5151, TTY 1-800-828-1120, Fax 703-324-5575
www.fairfaxcounty.gov

Exhibit - 'B'
Preliminary Budget

		Cost Estimate	Notes:
Civil Engineering Services			
Utility, Stormwater, Grading, and related Plans and Designs		$ 45,000.00	1
Tree Preservation Plan, Existing Vegetation Map		$ 30,000.00	1 / 2
Boundary & Topography Survey Services		$ 45,000.00	1 / 2
CDP/FDP/CPA		$ 105,000.00	1
Meetings		$ 20,000.00	3
Reimbursables		$ 15,000.00	3
	Sub-Total	$ 260,000.00	
Traffic Engineering Services			
VDOT 527 Traffic Impact Study		$ 35,100.00	1 / 2
Miscellaneous Analysis		$ 10,000.00	3
	Sub-Total	$ 45,100.00	
Geotechnical Engineering Services			
Preliminary Geotechnical Testing and Reports		$ 35,000.00	1 / 2
	Sub-Total	$ 35,000.00	
Structural Engineering Services			
Preliminary Structural Plans and Designs	Sub-Total	$ 15,000.00	1
Architectural Services			
Elevations, Renderings, Models		$ 50,000.00	1
Reimbursables		$ 10,000.00	3
	Sub-Total	$ 60,000.00	
Tax Credit Services			
Historic Preservation Tax Credit Part 1 and Part 2 Plans & Submittals		$ 240,000.00	1 / 5
Reimbursables		$ 10,000.00	3
	Sub-Total	$ 250,000.00	
Wetland/RPA Services			
Wetland, RPA and Environmental Plans & Reports		$ 55,000.00	1 / 2
Reimbursables		$ 4,000.00	3
	Sub-Total	$ 59,000.00	
Dry Utility Design Services (Electric & Communications)			
Preliminary Design Plans and Plats		$ 35,000.00	1
Reimbursables		$ 5,000.00	3
	Sub-Total	$ 40,000.00	
Landscape Architect Services			
Landscape & Hardscape Designs & Plans		$ 30,000.00	1
Meetings		$ 5,000.00	3
Reimbursables		$ 5,000.00	3
	Sub-Total	$ 40,000.00	

Land-Use Counsel

Legal fees		$ 195,000.00	3
Reimbursable expenses		$ 5,000.00	3
	Sub-Total	$ 200,000.00	

Developer Overhead Expenses

Internal Costs and Expenses		$ 300,000.00	3
	TOTAL SERVICES	$ 1,304,100.00	

Fairfax County Rezoning Application Fee

P-District Rezoning concurrent with CDP/FDP: $26,460 + ($1,305/ac x 79ac) =		$ 129,735.00	4
	GRAND TOTAL	$ 1,433,835.00	

Notes:

1. Activity, or portion of activity, performed by Developer and eligible for reimbursement under termination conditions.
2. Activity, or portion of activity, potentially performed by County, or paid for by County, and credited towards County contribution. Portions paid for by the Developer are treated as a "1".
3. Activity, or expenses, not eligible for reimbursment by the County.
4. Fee, or portion of fee, potentially waived by BOS and credited towards County contribution. If the fee or portion of the fee is paid by the Developer it is treated as a "1".
5. Part 1 (Evaluation of Significance) Deliverables
- Up to seven (7) Part 1 Applications; one for each of the anticipated lots containing historic structures
- Floor plans with photo keys and labeled photos for each structure
- Research documentation indicating each building's contribution and significance to the historic district and period of significance
- Survey and description of the remaining contributing historic fabric and existing noncontributing alterations for each structure

Part 2 (Description of Rehabilitation) Deliverables
- Up to seven (7) Part 2 Applications; one for each of the anticipated lots containing historic structures
- Building surveys to determine location and time period of historic fabric
- Schematic floor plans, elevations sections and specifications detailing the proposed rehabilitation of each structure
- Detailed site plans indicating hard-scapes, landscaping and exterior lighting and signage
- Floor plans with photo key plan and labeled photos for each structure

EXHIBIT C – COUNTY COSTS

1. Costs of obtaining boundary and topographic surveys of the Property or any portion thereof.

2. Costs of obtaining tree surveys and wetlands delineations.

3. Costs of demolishing any buildings and structures on the Property identified for demolition by the County, plus the costs of removing all debris associated with such demolition.

4. Costs of routine maintenance and stabilization of the Property and any and all buildings and structures located thereon during the term of this Agreement.

5. Any payments due and owing to the GSA in connection with the Project.

6. Amounts toward any other line item / deliverable on the Preliminary Budget with a "1 / 2" in the "Notes" column thereon, at the County's election, until the sum of County and Alexander expenditures with respect to such line item / deliverable equal the amount set forth in such line item / deliverable.

OP ID: BP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hausmann-Johnson Insurance Inc
700 Regent St., PO Box 259408
Madison, WI 53725-9408
Tim Hausmann, CIC, CRM
608-257-3795
608-257-4324

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: ALEXA-1

INSURED
The Alexander Company, Inc.
145 E Badger Rd Ste 200
Madison, WI 53713

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : General Casualty Companies	24414
INSURER B : Regent Insurance Company	24449
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC			CCI0115120	10/01/11	10/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CBA0115120	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $			CCU0115120	10/01/11	10/01/12	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		CWC0115120	10/01/11	10/01/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
When specified in written contract, the Certificate Holder is listed as Additional Insured with respect to Commercial General Liability.

CERTIFICATE HOLDER

FAIRCOU

Fairfax County
12000 Government Center Pkwy
Fairfax, VA 22035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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