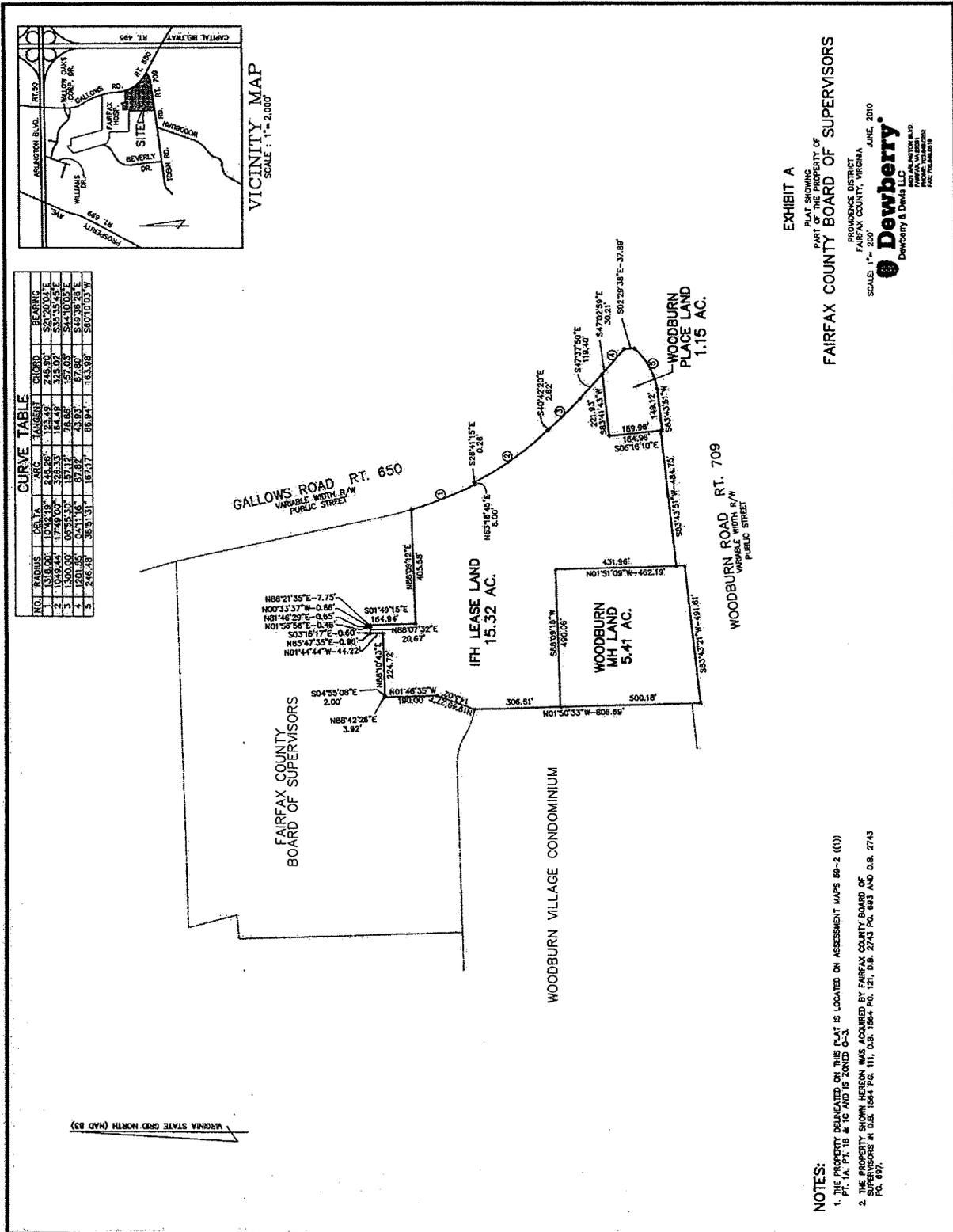


**Exhibit A to Contract of Sale**



NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	1318.00'	10°42'18"	248.28'	123.49'	248.90'	S27°20'02"E
2	1318.00'	10°42'18"	248.28'	123.49'	248.90'	S41°00'02"E
3	1318.00'	10°42'18"	248.28'	123.49'	248.90'	S43°30'02"E
4	1201.55'	04°11'16"	87.87'	43.63'	87.80'	S49°39'26"E
5	248.48'	38°31'31"	167.17'	86.94'	163.98'	S50°10'03"W

EXHIBIT A  
 PLAT SHOWING  
 PART OF THE PROPERTY OF  
**FAIRFAX COUNTY BOARD OF SUPERVISORS**  
 PROVIDENCE DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 SCALE: 1" = 200'  
 JUNE, 2010

**Dewberry**  
 Dewberry & Davis  
 1100 ANNE ARUNDEL WAY  
 FARMERS BURTON  
 FAYETTEVILLE, VA 22031

**NOTES:**  
 1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAPS 89-2 (11) PT. 1A, PT. 1B & 1C AND IS ZONED C-3.  
 2. THE PROPERTY SHOWN HEREON WAS ACQUIRED BY FAIRFAX COUNTY BOARD OF SUPERVISORS IN D.B. 1954 P.G. 111, D.B. 1954 P.G. 121, D.B. 2743 P.G. 683 AND D.B. 2743 P.G. 897.

**Exhibit B to Contract of Sale**

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
Division of Land Review  
Fairfax, Virginia

All street locations and/or easements conform to the requirements of this plat and all other requirements have been reviewed.

By \_\_\_\_\_ Date \_\_\_\_\_

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
SANITARY REVIEW

By \_\_\_\_\_ Date \_\_\_\_\_

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF INSPECTION SERVICES  
SITE PERMIT SECTION  
STREET ADDRESS FUNCTION

By \_\_\_\_\_ Date \_\_\_\_\_

THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER.

FINAL PLAT  
RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
SITE PERMIT SECTION

APPROVED FOR BOARD OF SUPERVISORS  
FAIRFAX COUNTY, VIRGINIA

APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE \_\_\_\_\_

CURVE	RADIUS	DELTA	CHORD	CHORD BEARING	CHORD BEARING
1	297.84	3.3139	18.34	18.33	S03.04.35 W
2	25.00	75.3750	32.96	19.37	S59.05.11 W
3	471.74	10.4475	85.49	14.33	S80.24.20 E
4	20.00	62.4344	21.91	12.20	S87.55.36 W
5	14.00	76.4325	18.75	11.08	N85.49.28 W
6	404.74	6.0031	42.45	21.24	S72.48.54 W
7	888.00	49.0318	178.98	25.05	S99.74.58 W
8	688.00	49.0318	178.98	25.05	S99.74.58 W
9	888.00	49.0318	178.98	25.05	S99.74.58 W
10	888.00	49.0318	178.98	25.05	S99.74.58 W
11	19.00	90.0000	29.85	19.00	S84.51.36 W
12	27.00	90.0000	42.41	27.00	S75.09.24 E
13	25.00	30.5019	13.46	5.90	S76.11.65 W
14	315.00	49.0740	270.09	143.98	S09.51.59 W
15	289.00	24.5455	174.83	63.40	S37.50.17 W
16	37.00	24.2500	15.80	8.07	S55.55.14 E
17	18.00	29.0425	9.40	48.74	S24.14.03 E
18	18.00	29.0425	9.40	48.74	S24.14.03 E
19	18.00	29.0425	9.40	48.74	S24.14.03 E
20	18.00	29.0425	9.40	48.74	S24.14.03 E
21	68.00	25.2435	30.14	15.37	N28.14.03 W
22	68.00	25.2435	30.14	15.37	N28.14.03 W
23	77.00	24.2500	32.98	16.69	N35.55.51 W
24	27.00	30.5019	13.46	5.90	N36.11.65 W
25	27.00	30.5019	13.46	5.90	N36.11.65 W
26	27.00	30.5019	13.46	5.90	N36.11.65 W
27	627.00	51.0902	340.89	174.77	N09.51.59 E
28	627.00	51.0902	340.89	174.77	N09.51.59 E
29	627.00	51.0902	340.89	174.77	N09.51.59 E
30	627.00	51.0902	340.89	174.77	N09.51.59 E
31	30.00	28.3714	14.85	7.85	N05.32.43 E
32	41.00	61.9726	44.10	24.45	N45.19.17 W
33	21.00	67.5611	24.78	14.06	N45.19.17 W
34	630.00	40.0435	281.41	248.93	N67.21.47 E
35	630.00	40.0435	281.41	248.93	N67.21.47 E
36	471.74	10.2281	86.36	43.30	N67.21.47 E
37	622.00	37.1800	404.56	209.73	S85.48.23 E
38	35.00	45.2408	27.77	14.64	S07.49.57 E
39	23.50	45.2408	18.71	9.88	S07.49.57 E
40	464.74	3.4720	46.31	23.97	N83.44.42 W

OWNER'S DEDICATION

WE, INOVA HEALTH SYSTEM HOSPITALS AND FAIRFAX HOSPITAL SYSTEMS, INC., BEING OWNERS OF THE LAND SHOWN HEREON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, HEREBY ADOPT THIS PLAN OF RESUBDIVISION AND AGREE THAT IRON PIPES WILL BE SET AS INDICATED THIS - AT ALL LOT CORNERS AND IN ACCORDANCE WITH THE FAIRFAX COUNTY SUBDIVISION ORDINANCE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR OR ENGINEER. WE HEREBY DEDICATE AND AGREE TO MAINTAIN THE SAME. NO LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

INOVA HEALTH SYSTEM HOSPITALS  
FAIRFAX HOSPITAL SYSTEMS, INC.

WITNESS  
WITNESS

NOTES:

1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 49-5 (1) 141 & 136C AND IS ZONED C-3.
2. THIS PLAT COMPLES FULLY WITH THE MENDED CHESAPEAKE BAY PRESERVATION ORDINANCE, EFFECTIVE NOVEMBER 16, 2003.
3. IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN PART 4 OF SECT. 2-308 OF THE SUBDIVISION ORDINANCE, THE LAND SHOWN HEREON IS HEREBY RESERVED AND ASSIGNED TO PARCEL 141.
4. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM, WHICH IS A FIELD SURVEY WHICH TIES THIS BOUNDARY TO THE SCALE FACTOR OF \_\_\_\_\_ WITH \_\_\_\_\_.
5. ENGINEERING SOIL AND/OR SOIL REPORTS HAVE BEEN REVIEWED AND APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND ENVIRONMENTAL SERVICES FOR THE PROPERTY DESCRIBED HEREON AND ARE AVAILABLE FOR REVIEW AT THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES. SITE CONDITIONS ARE OF SUCH A NATURE THAT LAND SLURPGE OR FOUNDATION PROBLEM POSSIBILITIES REQUIRED THE SUBMITTAL OF SOIL REPORTS. A COPY OF SAID REPORT IS AVAILABLE AT THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES.

SURVEYOR'S CERTIFICATE

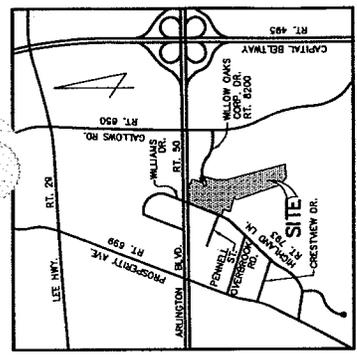
I, ROBERT S. SCHWENGER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED ON THIS PLAT AND THAT IT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT IT IS A RESUBDIVISION OF THE PROPERTY ACQUIRED BY INOVA HEALTH SYSTEMS, INC., D.B. 7783 PG. 438, D.B. 7783 PG. 438 (PARCEL "B") AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME, AND ALL CORNERS ARE MARKED TO THE ORIGINAL GRID NORTH IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY GIVE UNDER MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_



PLAT SHOWING A RESUBDIVISION OF PART OF PARCEL "F" WILLOW OAKS CORPORATE CENTER D.B. 9160 PG. 39 AND PARCEL "B" STRATHMEADE SPRINGS D.B. 7783 PG. 438

PROVIDENCE DISTRICT  
FAIRFAX COUNTY, VIRGINIA  
MAY, 2010  
SCALE: 1"=50'



VICINITY MAP  
SCALE: 1"=2,000'

**FINAL PLAN**  
 RECOMMENDED FOR APPROVAL  
 FAIRFAX COUNTY  
 SITE REVIEW BRANCH OFFICE

DATE: \_\_\_\_\_ PER AGENT: \_\_\_\_\_

**APPROVED**  
 FOR  
 BOARD OF SUPERVISORS  
 FAIRFAX COUNTY, VIRGINIA

DATE: \_\_\_\_\_ DIRECTOR (ENVIRONMENTAL MANAGEMENT)

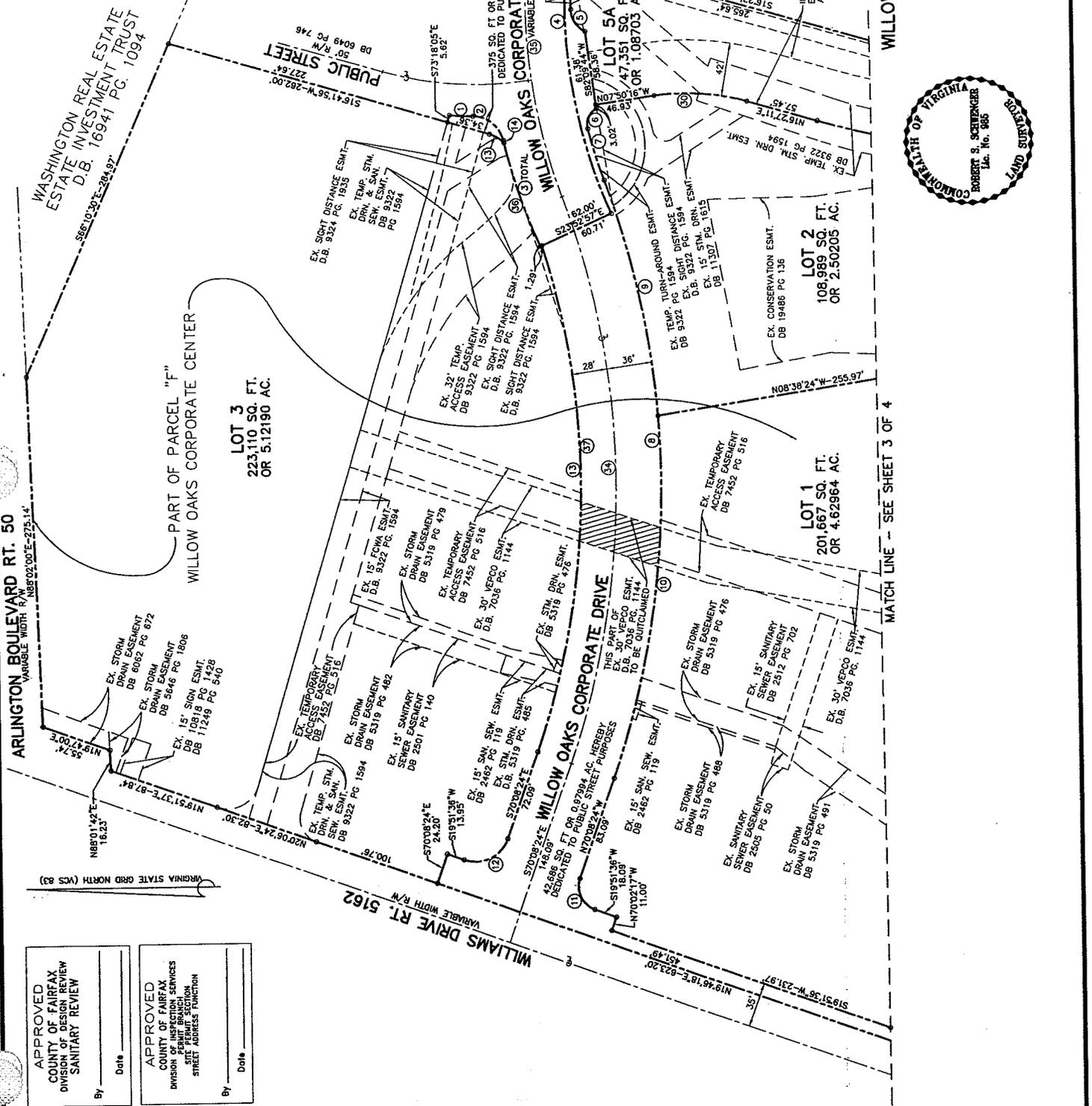
APPROVAL VOID IF PLAN IS NOT  
 OFFERED FOR RECORD ON OR  
 BEFORE \_\_\_\_\_

**THIS APPROVAL IS NOT A  
 COMMITMENT TO PROVIDE  
 PUBLIC SANITARY SEWER.**

DEPARTMENT OF  
 ENVIRONMENTAL MANAGEMENT  
 Division of Design Review  
 Fairfax, Virginia

All street locations and/or easements  
 conform to the requirements of this  
 office and the necessary agreements  
 or bonds have been received.

By \_\_\_\_\_ Date \_\_\_\_\_



**APPROVED**  
 COUNTY OF FAIRFAX  
 DIVISION OF DESIGN REVIEW  
 SANITARY REVIEW

By \_\_\_\_\_ Date \_\_\_\_\_

**APPROVED**  
 COUNTY OF FAIRFAX  
 DIVISION OF PERMIT SERVICES  
 SITE PERMIT SECTION  
 STREET ADDRESS FUNCTION

By \_\_\_\_\_ Date \_\_\_\_\_

**WILLOW OAKS CORPORATE CENTER**

**PARCEL "B"**  
 STRATHMEADE SPRINGS  
 D.B. 7783 PG. 438  
 PROVIDENCE DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 MAY, 2010  
 SCALE: 1"=50'

**Dewberry**  
 Dewberry & Davis LLC  
 8401 ARLINGTON BLVD.  
 FAIRFAX, VA 22031-2008  
 FAX: 703.440.0519

PLAT SHOWING OF  
 A RESUBDIVISION OF  
 PARCEL "F"  
 WILLOW OAKS CORPORATE CENTER  
 D.B. 8625 PG. 406  
 D.B. 8626 PG. 39  
 AND

PLAT SHOWING OF  
 ACCESS-EGRESS/  
 EMERGENCY & PUBLIC  
 ACCESS ESMT.



PART OF PARCEL "F"  
WILLOW OAKS  
CORPORATE CENTER

BLDG DEANS FAIRFAX LLC,  
FAIRFAX ANDERSON DRIVE LLC,  
AND BLDG HH FAIRFAX LLC  
D.B. 20040 PG. 513

LOT 5B  
59,622 SQ. FT.  
OR 1.36873 AC.



PLAT SHOWING OF  
A RESUBDIVISION OF  
PARCEL "F"

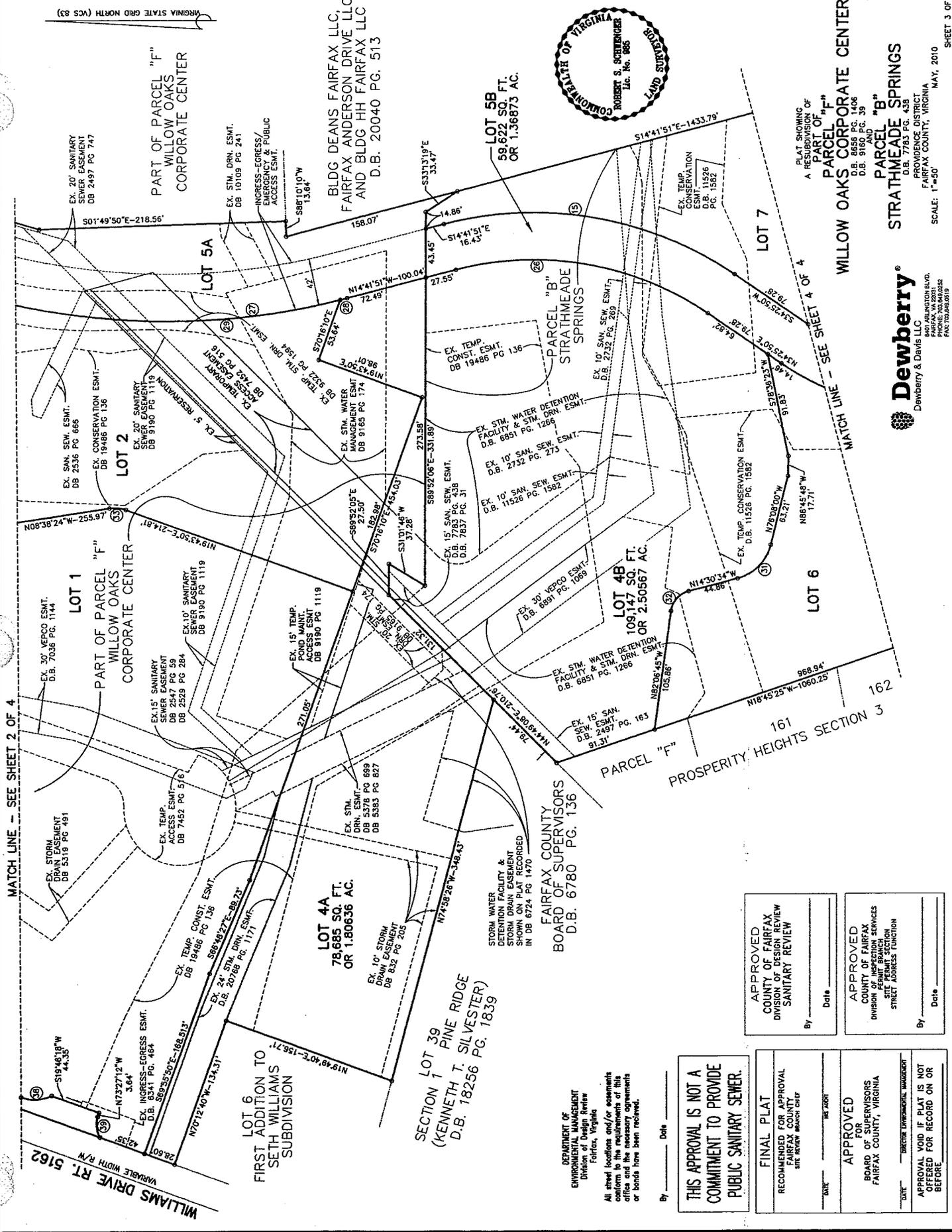
WILLOW OAKS CORPORATE CENTER

PARCEL "B"  
STRATHMEADE SPRINGS

PROVIDENCE DISTRICT  
FAIRFAX COUNTY, VIRGINIA  
MAY, 2010  
SCALE: 1"=50'



PROVIDENCE DISTRICT  
FAIRFAX COUNTY, VIRGINIA  
MAY, 2010  
SCALE: 1"=50'



MATCH LINE - SEE SHEET 2 OF 4

MATCH LINE - SEE SHEET 4 OF 4

WILLIAMS DRIVE RT. 5162  
VARIABLE WIDTH R/W

LOT 6  
FIRST ADDITION TO  
SETH WILLIAMS  
SUBDIVISION

LOT 4A  
78,685 SQ. FT.  
OR 1.80636 AC.

SECTION 1 PINE RIDGE  
(KENNETH T. SILVESTER)  
D.B. 18236 PG. 1839

FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
D.B. 6780 PG. 136

PARCEL "F"

LOT 4B  
109,147 SQ. FT.  
OR 2.50567 AC.

LOT 6

LOT 7

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
SANITARY REVIEW  
By \_\_\_\_\_ Date \_\_\_\_\_

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF INSPECTION SERVICES  
SITE PERMIT SECTION  
STREET ADDRESS FUNCTION  
By \_\_\_\_\_ Date \_\_\_\_\_

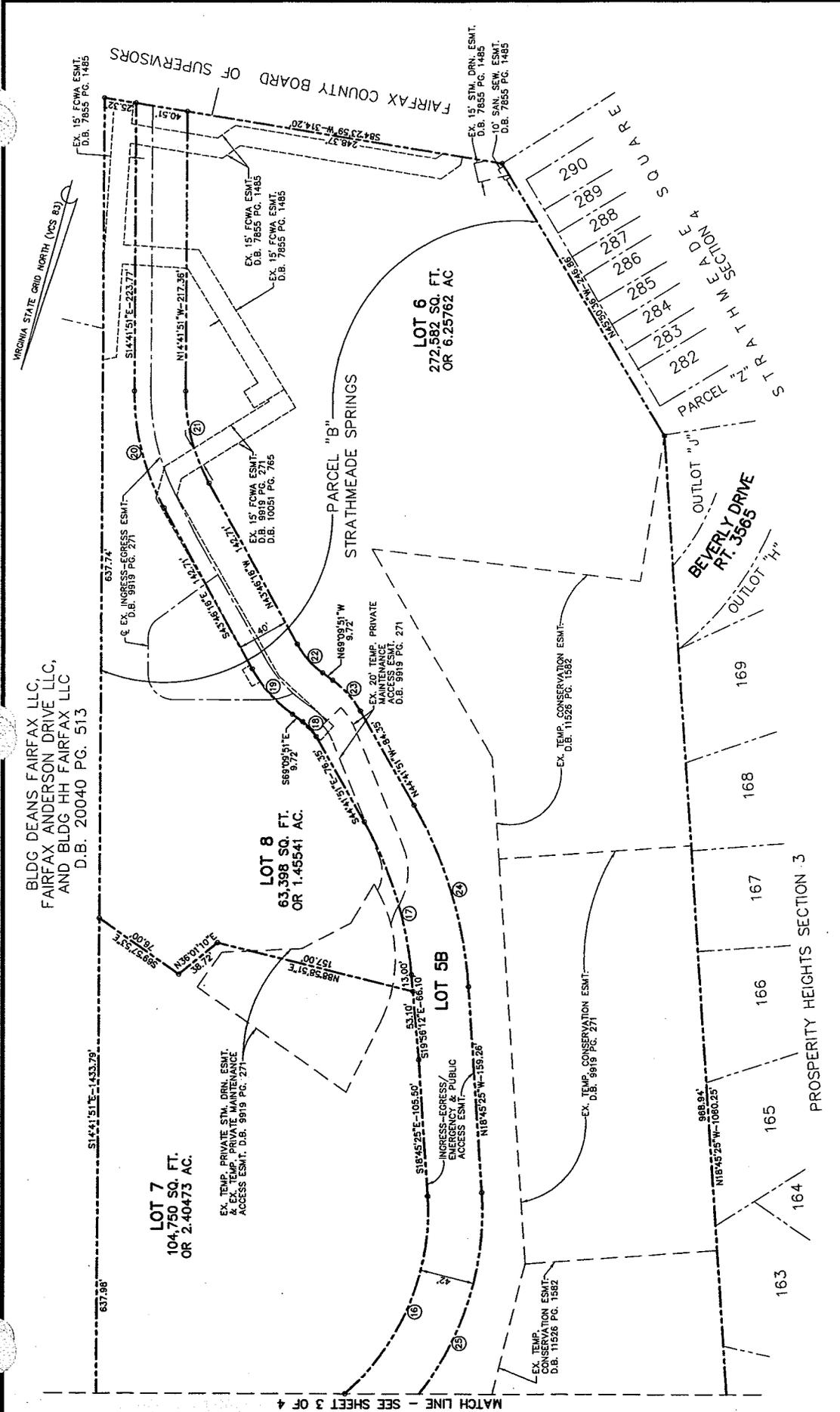
THIS APPROVAL IS NOT A  
COMMITMENT TO PROVIDE  
PUBLIC SANITARY SEWER.

FINAL PLAT  
RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
SITE REVIEW MATCH CHIEF  
DATE \_\_\_\_\_ BY \_\_\_\_\_

APPROVED  
BOARD OF SUPERVISORS  
FAIRFAX COUNTY, VIRGINIA  
DATE \_\_\_\_\_ DIRECTOR ENVIRONMENTAL MANAGEMENT  
APPROVAL VOID IF PLAT IS NOT  
OFFERED FOR RECORD ON OR  
BEFORE \_\_\_\_\_

DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
Division of Design Review  
Fairfax, Virginia  
All street locations and/or easements  
conform to the requirements of title  
16.1-200 of the Code of Ordinances  
of Fairfax County, Virginia, and  
if bonds have been returned.

By \_\_\_\_\_ Date \_\_\_\_\_



PLAT SHOWING  
A RESUBDIVISION OF  
PART OF  
**PARCEL "F"**  
WILLOW OAKS CORPORATE CENTER  
D.B. 9656 PG. 1406  
AND  
D.B. 9160 PG. 39

**PARCEL "B"**  
STRATHMEADE SPRINGS  
D.B. 7783 PG. 438

PROVIDENCE DISTRICT  
FAIRFAX COUNTY, VIRGINIA  
MAY, 2010  
SCALE: 1"=50'

**Dewberry**  
Dewberry & Davis LLC  
8401 ARLINGTON BLVD.  
SUITE 100  
FAIRFAX, VA 22031  
PHONE: 703.840.0332  
FAC: 703.840.0319



BLDG DEANS FAIRFAX LLC,  
FAIRFAX ANDERSON DRIVE LLC,  
AND BLDG HH FAIRFAX LLC  
D.B. 20040 PG. 513

DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
Division of Design Review  
Fairfax, Virginia

All street locations and/or easements conform to the requirements of this office and the necessary agreements or bonds have been received.

By \_\_\_\_\_ Date \_\_\_\_\_

**THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER.**

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
SANITARY REVIEW

By \_\_\_\_\_ Date \_\_\_\_\_

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF INSPECTION SERVICES  
PERMIT SECTION  
STREET ADDRESS FUNCTION

By \_\_\_\_\_ Date \_\_\_\_\_

FINAL PLAT  
RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
SITE REVIEW BRANCH CHIEF

DATE \_\_\_\_\_ BY \_\_\_\_\_

APPROVED  
FOR  
BOARD OF SUPERVISORS  
FAIRFAX COUNTY, VIRGINIA

DATE \_\_\_\_\_ BY \_\_\_\_\_

APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE \_\_\_\_\_

**Exhibit C to Contract of Sale**

## INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS INFRASTRUCTURE DEVELOPMENT AGREEMENT (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2010 (the "Effective Date") 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 (hereinafter, the "County"); and **Inova Health Care Services** (f/k/a Inova Health System Hospitals) (hereinafter "Inova").

### RECITALS:

- R-1. Inova is currently the owner in fee simple of certain real property located in Fairfax County, Virginia, identified as Part of Parcel "F", Willow Oaks Corporate Center, and Parcel "B", Strathmeade Springs, identified as Fairfax County Tax Map Parcels 049-3-01-0141 and 049-3-01-0136C (the "Inova Property") as the same is more particularly shown on the proposed subdivision plat attached hereto as **Exhibit A** (the "Subdivision Plat").
- R-2. Inova has submitted (or will imminently submit) the Subdivision Plat to the Fairfax County Department of Public Works and Environmental Services ("DPWES") in order to subdivide the Inova Property into the various lots designated as Lot 1, Lot 2, Lot 3, Lot 4A, Lot 4B, Lot 5A, Lot 5B, Lot 6, Lot 7 and Lot 8 as shown on the Subdivision Plat.
- R-3. For purposes of this Agreement, Lot 1, Lot 2, Lot 3, Lot 4A, Lot 4B and Lot 5A are collectively referred to as the "Inova Willow Oaks Property".
- R-4. Contemporaneous with the execution of this Agreement, Inova and the County have entered into a Contract of Sale (the "Contract") whereby Inova has agreed to sell and the County has agreed to purchase Lot 1 as it is shown on the Subdivision Plat or as it may be finally configured following regulatory review and/or as otherwise agreed upon by the parties.
- R-5. Lot 1 is also referred to in the Contract as the "Willow Oaks Land", on which the County intends to construct a 200,000 square foot (including cellar space) office building and an associated parking structure (the "County Project").
- R-6. The Inova Willow Oaks Property, except for Lot 4B, is subject to the Willow Oaks Proffers as defined in Section 2.b. below, which envision the coordinated development of the Inova Willow Oaks Property with three to five buildings supported by common road, stormwater and other utility infrastructure.

R-7. Inova and the County desire to enter this Agreement to specify the timing for implementation of, and cost sharing for, certain common road, stormwater and utility infrastructure serving the Inova Willow Oaks Property.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties and of other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound do hereby agree as follows.

1. Recitals. The Recitals herein above contained are hereby incorporated herein by reference as if more fully set forth herein.
2. Zoning Approvals. The zoning approvals that are referenced in this Agreement are as defined below:
  - a. "Willow Oaks Zoning Approval" shall mean PCA 87-P-038-04 approved by the Board of Supervisors of Fairfax County, Virginia on July 13, 2009, as the same may be amended from time to time.
  - b. "Willow Oaks Proffers" shall mean the Inova Willow Oaks proffered conditions dated July 6, 2009 adopted pursuant to PCA 87-P-038-04, as the same may be amended from time to time.
  - c. "Inova Fairfax Hospital Zoning Approval" shall mean RZ 2008-PR-009 and SEA 80-P-078-15 approved by the Board of Supervisors of Fairfax County, Virginia on July 13, 2009, as the same may be amended from time to time.
3. Common Infrastructure. The common road, stormwater and utility infrastructure that are the subject of this Agreement include the Road Improvements and the Stormwater Improvements, as defined below, which are collectively referred to herein as the "Common Infrastructure".
  - a. Road Improvements. "Road Improvements" shall mean those improvements as generally set forth in Willow Oaks Proffers 7.B. Arlington Boulevard, 7.C. Williams Drive, 7.D. Willow Oaks Corporate Drive, and 7.G. Traffic Signal Modifications, together with the reconstruction of the Gallows Road/Willow Oaks Corporate Drive intersection to provide dual north-to-west bound left turn lanes, and with the acquisition of right-of-way therefor, as required by the Inova Fairfax Hospital Zoning Approval. The improvements to Willow Oaks Corporate Drive and Williams Drive south of Willow Oaks Corporate Drive are more specifically shown on Fairfax County Site Plan SP # 5544-SP-011 as it may be amended from time to time. The improvements to Arlington Boulevard and Williams Drive north of Willow Oaks Corporate Drive are more specifically shown on Fairfax

County Site Plan SP # 5544-SP-012, as it may be amended from time to time. [Site Plan expected to be filed by mid-August 2010]. The Road Improvements include but are not limited to related traffic signal improvements, temporary and permanent utility relocation work, utility undergrounding and landscaping. The Road Improvements are further described as line-items 1, 2, 3, 5, 8 and 8A on **Exhibit B** attached hereto.

- b. Stormwater Improvements. "Stormwater Improvements" shall mean those improvements generally set forth in Willow Oaks Proffer 22.A. Stormwater Management Facilities, together with the reconstruction of the Pennell Street Stormwater Outfall, the construction of related retaining walls, and related stream and wetlands mitigation and landscaping. Certain of the Stormwater Improvements are more specifically shown on Fairfax County Site Plan SP # 55-44-SP-01, as it may be amended from time to time. The improvements to the Pennell Street Stormwater Outfall have been completed and are shown and described on a revision to Fairfax County Site Plan SP # 2117 and are further specified on **Exhibit C** attached hereto. The Stormwater Improvements include related temporary and permanent utility relocation work and utility undergrounding. The Stormwater Improvements are further described as line-items 4, 6, 6A and 7 on **Exhibit B** attached hereto.

4. Common Infrastructure Design and Permitting.

- a. Inova has contracted with Dewberry and Davis, LLC and others for the design of the Common Infrastructure and shall submit for, and diligently pursue approval of, all necessary permits to authorize construction of the Common Infrastructure. The County shall cooperate with Inova and provide any and all necessary consents and/or owner authorizations as may be required.
- b. Inova shall provide to County within ten (10) days of submission or receipt, as applicable, by Inova, copies of all first submission site plans, first submission review comments, second submission site plans and approved site plans for any of the Common Infrastructure that are submitted to or received from, as applicable, DPWES after the Effective Date of this Agreement.
- c. Notwithstanding any of the above, the parties agree that their representatives will conference on a monthly basis, or at such other interval as circumstances may reasonably warrant, to review the status of Inova's design and permitting process for the Common Infrastructure.

5. Intentionally Omitted.

6. Common Infrastructure Permitting and Construction Timeline.

- a. The parties anticipate that the County Project will include the first building to be constructed on the Inova Willow Oaks Property. The parties acknowledge that the Willow Oaks Proffers require certain of the Road Improvements to be "substantially completed", as that term is defined in Proffer 7.F., prior to issuance of the first Non-Residential Use Permit, exclusive of shell and core, for the first building to be constructed. The parties further acknowledge that the Willow Oaks Proffers require certain of the Stormwater Improvements to be constructed concurrently with the construction of the first building to be constructed, if not sooner.
  
- b. Inova shall use commercially reasonable efforts to (i) obtain site plan approval from DPWES for the Stormwater Improvements and Willow Oaks Corporate Drive; (ii) post all applicable public improvement bonds for such site plans; and (iii) vacate all public utility easements on Lot 1 (collectively, the "County Permitting Requirements") by March 1, 2012. If Inova has not met the County Permitting Requirements by such time, it shall thereafter continue to use commercially reasonable efforts to meet the County Permitting Requirements as soon thereafter as such efforts will allow. In the event Inova has not met the County Permitting Requirements by March 1, 2012, and such failure causes County actual delay in obtaining its site permit for Lot 1, then (i) Inova shall be liable to County for, as agreed-upon liquidated damages for such delay, the amount of Five Thousand and no/100 (\$5,000.00) per each day that the County Permitting Requirements have not been met following March 1, 2012 up to but no later than May 1, 2012 and (ii) Inova, following acquisition of Lot 1 by County and within thirty (30) days of receipt of written notice from County to Inova describing in detail the circumstances of the delay described in this Section 6.b., shall pay such damages to County for each such day of delay, without offset or deduction. If Inova fails to timely pay such damages, the outstanding amounts shall accrue interest at a rate equal to the prime rate as published by the Wall Street Journal plus 4% per annum from the due date until full payment is made. In the event Inova has not met the County Permitting Requirements by May 1, 2012, Inova then shall have failed to meet a condition of Second Closing, as provided in the Contract, and the County shall be entitled to its remedies as provided in Section 27(a)(iii) of the Contract. In the event County elects to terminate the Contract, as provided in Section 27(a)(iii) of the Contract, then this Agreement shall automatically terminate. In the event County elects to extend the Date of Second Closing as provided in Section 27(a)(iii) of the Contract, then the provisions set forth in Section 27(a)(iii) of the Contract shall supersede and replace the provisions for liquidated damages contained in Sections 6.b., 6.c., and 6.d. of this Agreement which provisions shall thereafter be of no further force or

effect, except that (A) the defined terms set forth in Sections 6.b., 6.c. and 6.d. of this Agreement shall continue to provide the definition for such terms as they are used in Section 27(a)(iii) of the Contract; and (B) any liquidated damages that Inova may owe to County as of May 1, 2012, shall be paid to County as provided in this Section 6.b.

- c. Provided Inova has met the County Permitting Requirements by May 1, 2012, then Inova shall substantially complete the following improvements within One Hundred Twenty (120) days following the Date of Second Closing as provided in the Contract: (i) construct the Stormwater Improvements; (ii) construct Willow Oaks Corporate Drive to base course pavement; (iii) relocate all existing wet utilities from Lot 1 that would interfere with construction of the County Project; (iv) provide wet utility stubs to the Lot 1 property line; and (v) grade Lot 1 to a condition substantially as shown on **Exhibit D** attached hereto (collectively, the "County Site Preparation Requirements"). In the event that Inova has not satisfied the County Site Preparation Requirements by such date, and such failure causes County actual delay to the County Project, then (i) Inova shall pay to County, as agreed-upon liquidated damages for such delay, the amount of Five Thousand and no/100 (\$5,000.00) per each day that the County Site Preparation Requirements have not been met following such date that is One Hundred Twenty (120) days following the Date of Second Closing, and (ii) Inova, following written notice from County to Inova describing in detail the circumstances of the delay described in this Section 6.c. (such notice only to be sent once, and not monthly) and thereafter on the first day of each calendar month, pay such damages to County for each such day of delay occurring in the preceding calendar month, without offset or deduction. "Actual delay to the County Project" as provided herein may be evidenced by, for example, written notice from County to Inova that County does not intend to advertise the County Project for bid pending completion of the County Site Permitting Requirements. If Inova fails to timely pay any such damages, the outstanding amounts shall accrue interest at a rate equal to the prime rate as published by the Wall Street Journal plus 4% per annum from the due date until full payment is made.
- d. Provided Inova has met the County Permitting Requirements by May 1, 2012, then Inova shall have "substantially completed", as that term is defined in Proffer 7.F., all of the Common Infrastructure by April 15, 2014. In the event that Inova fails to meet such requirement, and such failure causes County actual delay obtaining issuance of its first Non-Residential Use Permit, exclusive of core and shell for the County Project, then (i) Inova shall pay to County, as agreed-upon liquidated damages for such delay, the amount of Five Thousand and no/100 (\$5,000.00) per each day that the such condition has not been met following April 15, 2014 and (ii) Inova, following written notice from

County to Inova describing in detail the circumstances of the delay described in this Section 6.d. (such notice only to be sent once, and not monthly) and thereafter on the first day of each calendar month, pay such damages to County for each day of delay occurring in the preceding calendar month, without offset or deduction. If Inova fails to timely pay such damages, the outstanding amounts shall accrue interest at a rate equal to the prime rate as published by the Wall Street Journal plus 4% per annum from the due date until full payment is made.

- e. With respect to the liquidated damages provisions contained herein:
  - i. In no event shall such liquidated damages provisions be deemed cumulative. Inova shall ever, at most, be liable for only one liquidated damages payment at a time; and
  - ii. The parties acknowledge and agree that the amount fixed is not out of all proportion to County's probable losses due to such delay. Inova hereby expressly waives any and all rights that it might otherwise have under the law to contest the enforceability of this liquidated damages provision. Without limitation, Inova hereby waives any defense as to the validity of any liquidated damages stated in this Agreement on the grounds that such liquidated damages are void as penalties or are not reasonably related to County's actual damages.
- f. The parties agree that their representatives will conference on a monthly basis, or at such other interval as circumstances may reasonably warrant, to review the status of Inova's construction process.

## 7. Cost Sharing.

- a. The "Total Cost" of the Common Infrastructure shall include the following items as detailed on **Exhibit B** attached hereto:
  - i. "Hard Construction Costs", which shall include:
    - 1. Costs, fees and expenses related to construction of the components of the Common Infrastructure identified as line-items 1, 2, 3, 5, 6 and 7 as set forth on **Exhibit B**;
    - 2. \$53,024.00 for the actual construction of the Pennell Street Storm Outfall identified as line-item 4 as set forth on **Exhibit B**;
    - 3. An allowance of \$241,390.00 for the construction of the second left turn lane from northbound Gallows Road to

westbound Willow Oaks Corporate Drive identified as line-item 8 as set forth on **Exhibit B**; and

4. An allowance of \$238,075.00 for the wetlands and stream mitigation work identified as line-item 6A as set forth on **Exhibit B**; and
  - ii. "Soft Costs" which shall include: costs, fees and expenses related to the design, permitting, testing and inspections, surveying and other typical work associated with the Common Infrastructure; provided, however, that all such Soft Costs shall be limited to a maximum of 20% of the Total Cost of the Common Infrastructure;
  - iii. A project management fee at a rate of 4% of both the Hard Construction Costs and the Soft Costs (except that there shall be no project management fee applied to the Pennell Street Storm Outfall identified as line-item 4 as set forth on **Exhibit B**);
  - iv. A construction contingency of 20% for the Hard Construction Cost items; and
  - v. An allowance of \$420,000.00 allocated for the acquisition of right of way for the second left turn lane from northbound Gallows Road to westbound Willow Oaks Corporate Drive identified as line-item 8A as set forth on **Exhibit B**.
- b. An estimate of the Total Cost of the Common Infrastructure together with the parties' agreed upon percentage allocations of the Total Cost of the Common Infrastructure is set forth by line-item on **Exhibit B** attached hereto. Based on this cost estimate, the County's share of the Total Cost of the Common Infrastructure (the "County Pro Rata Infrastructure Share") is Four Million Two Hundred Thousand Dollars and no/100 (\$4,200,000.00).
- c. As provided in the Contract, the County Pro Rata Infrastructure Share shall be credited against the cash payment due from Inova at the First Closing, as defined in the Contract. In the event the Second Closing, as defined in the Contract, does not occur, Inova shall reimburse the County the County Pro Rata Infrastructure Share within thirty (30) days.
- d. Within ninety (90) days following bond release for the Common Infrastructure, but no later than one hundred (100) days following completion of construction of the Common Infrastructure, Inova shall provide the County an accounting of the actual Total Cost of the Common Infrastructure, including each of the cost items referenced in Section 7.a. and in a form consistent with **Exhibit B**. Such accounting

shall also set forth the actual escalation in construction costs, from the Effective Date of this Agreement until the date upon which contracts for the Common Infrastructure have been executed, with the calculation of such escalation to be determined by mutual agreement of the parties based on the Engineering news Record (ENR) indexes for materials and construction as adjusted by the City Multiplier for the Washington D.C. area (the "Construction Escalation"). The County Pro Rata Share shall be adjusted to reflect the Construction Escalation (the "Escalation Adjusted County Pro Rata Infrastructure Share"). In the event the Escalation Adjusted County Pro Rata Infrastructure Share is less than \$4,200,000.00, then Inova shall reimburse the County the difference in that amount. In the event the Escalation Adjusted County Pro Rata Infrastructure Share is greater than \$4,200,000.00, then the County shall pay Inova the difference in that amount. The intention of this provision is that the Escalation Adjusted County Pro Rata Infrastructure Share shall be the maximum total amount that County is obligated to pay toward the Common Infrastructure.

- e. Inova shall keep, or cause to be kept, accurate, full and complete books of account pertaining to the cost of the Common Infrastructure. The County shall have the right at its option and at its own expense, to conduct audits of the books, records and accounts of Inova related to such work until one year after the completion of the Common Infrastructure.
- f. The cost and expense of any reconstruction, alteration or modification to the Common Infrastructure once constructed shall be borne solely by the party whose work necessitates it.

8. Excusable Delay. Whenever performance is required of any party under the terms of this Agreement, that party shall use all due diligence to perform and take all necessary measures in good faith to effect the necessary or required performance; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse and unusual weather conditions not reasonably anticipated, war, civil commotion riots, strikes, picketing, other labor disputes, unavailability of labor or materials, government action or inaction, government delay in issuing permits, damage to work in progress by reason of fire or other casualty, or any reasonably unforeseeable cause beyond the reasonable control of such party, including the default of another party in performing its obligations under this Agreement, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused (an "Excusable Delay"). Notwithstanding the foregoing, lack of funds or causes resulting from lack of funds shall not be deemed to be a cause beyond the control of a party. The provisions of this Section shall not operate to excuse any party from the prompt payment of any monies required by this Agreement.

9. Notice. Any notices, requests and other communications under this Agreement shall be in writing and shall be hand-delivered with receipt therefor, or shall be sent by facsimile with confirming telephone call, or shall be sent by messenger with receipt therefor, or by Federal Express, Express Mail or similar courier service, with guaranteed next-business-day delivery, with receipt therefor, addressed as follows:

If to Inova:

Inova Health Care Services  
8110 Gatehouse Rd Suite 200E  
Falls Church, Virginia 22042  
Attn: H. Patrick Walters  
Facsimile No 703-289-2074

With a copy to

Timothy S. Sampson  
Walsh, Colucci, Emrich, Lubeley, & Walsh, P.C.  
2200 Clarendon Boulevard, Suite 1300  
Arlington, Virginia 22201  
Facsimile No: 703-525-3197

If to County:

Fairfax County  
Office of the County Executive  
12000 Government Center Parkway, Suite 552  
Fairfax, VA 22035  
Attn: County Executive  
Facsimile No.: 703-324-3956

With a copy to:

Fairfax County  
Planning and Design Division/Building Design Branch  
12000 Government Center Parkway, Suite 449  
Fairfax, VA 22035  
Attn: Ronald N. Kirkpatrick, Director  
Facsimile No.: 703-324-4365

And With a copy to:

Fairfax County  
Office of the County Attorney  
12000 Government Center Parkway, Suite 549  
Fairfax, VA 22035

Attn: David P. Bobzien  
Facsimile No.: 703-324-2665

10. Miscellaneous.

- a. This Agreement shall terminate automatically in and upon the event the Second Closing, as defined in the Contract, does not occur as provided for in the Contract, for any reason.
- b. It is understood and agreed that the County has entered into this Agreement solely in its proprietary capacity and not in its governmental or regulatory capacity. The County's entering into this Agreement in its proprietary capacity shall in no manner be deemed to affect, limit or obligate the Board of Supervisors of Fairfax County in its governmental or regulatory capacity and/or the County of Fairfax, Virginia, or its agencies, departments or divisions thereof with respect to any actions the foregoing may desire or be requested to undertake that pertain in any manner to this Agreement and the provision hereof, including without limitation, any approval requests, inspections or other matters involving governmental authorities.
- c. This Agreement shall be binding upon and be for the benefit and burden of the parties and their successors and assigns in title. This Agreement may not be amended except by written instrument executed by all parties. A Memorandum of this Agreement may be filed among the Land Records by either party.
- d. No party shall be deemed to have waived the exercise of any right which it holds hereunder unless such waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance or any other such right.
- e. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.
- f. If any term, covenant, obligation, provision or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Agreement or the application of such term, covenant, obligation, provision or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant, obligation, provision or condition shall be valid and enforceable to the fullest extent permitted by law.

- g. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the County or Inova.
- h. To the extent so required by the law of the Commonwealth of Virginia, any and all of County's financial obligations under this Agreement are subject to appropriations by the Fairfax County Board of Supervisors.
- i. This Agreement may be signed in two (2) or more counterparts, each of which shall be deemed an original and all of which together with shall constitute one and the same instrument.
- j. The parties hereto agree that they will execute any further assurances hereof as may be requisite. Each party agrees to deal with the others in good faith in the implementation of this Agreement.
- k. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- l. Each of the exhibits attached to this Agreement is hereby made a part of this Agreement as fully as if set forth in the text of this Agreement.
- m. To the extent that either party is performing any work hereunder, it shall be obligated to coordinate with and keep the other party reasonably informed.
- n. All claims, disputes, or other matters or questions between the County and Inova relating to this Agreement shall be resolved as follows. The parties shall negotiate in good faith to attempt to resolve any disputes that may arise regarding this Agreement. If the parties are unable to resolve a dispute, the matter shall be submitted to the County's Director of Planning and Design Division or his designee who shall review the matter and render a written interpretation, evaluation or decision, as appropriate, within 30 days of his receipt of the information pertaining to the dispute. If the Director of Planning and Design Division or his designee agrees with Inova, the matter shall be resolved in accordance with their agreement. If the Director of Planning and Design Division or his designee disagrees with Inova, Inova may then present the matter to the Director of the Fairfax County Department of Public Works and Environmental Services or his designee (the "DPWES Director") who shall issue a written interpretation, evaluation or decision, as appropriate, within thirty (30) days of his receipt of the claim. If it disagrees with this decision, Inova may make a claim to the Board of Supervisors seeking relief and may thereafter appeal to the Circuit Court by instituting legal action as provided in the Code of Virginia. Inova may not institute legal action prior to receipt of the

*Exhibit C to Contract of Sale*

DPWES Director's decision on the claim unless the Director fails to render such decision within the time specified or unless Inova's failure to initiate legal action would prejudice its legal rights in any way. In the event of any legal action between the parties regarding this Agreement, the prevailing party shall be entitled to payment by the non-prevailing party/ies of the prevailing party reasonable attorneys' fees and litigation expenses as determined in the course of the proceeding.

**[Signature Pages Follow]**

*Exhibit C to Contract of Sale*

INOVA:

INOVA HEALTH CARE SERVICES

By: Inova Health System Foundation,  
its Sole Member

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Richard C. Magenheimer  
Its: Chief Financial Officer

*DRAFT – July 20, 2010*

COUNTY:

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

By: \_\_\_\_\_  
Name: Anthony H. Griffin  
Title: County Executive

# **Exhibit A**

DEPARTMENT OF ENVIRONMENTAL ACCIDENT RESPONSE AND RESTORATION  
Division of Health Protection  
Fairfax, Virginia

All street locations and/or easements conform to the necessary requirements of bonds have been received.

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF DESIGN REVIEW  
SANITARY REVIEW

By \_\_\_\_\_ Date \_\_\_\_\_

APPROVED  
COUNTY OF FAIRFAX  
DIVISION OF INSPECTION SERVICES  
SITE PERMIT SECTION  
STREET ADDRESS FUNCTION

By \_\_\_\_\_ Date \_\_\_\_\_

THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER.

FINAL PLAT  
RECOMMENDED FOR APPROVAL  
FAIRFAX COUNTY  
SITE REVIEW BRANCH CHIEF

DATE \_\_\_\_\_ BY \_\_\_\_\_  
DIRECTOR ENVIRONMENTAL MANAGEMENT

APPROVED  
FOR  
BOARDS OF SUPERVISORS  
FAIRFAX COUNTY, VIRGINIA

DATE \_\_\_\_\_ BY \_\_\_\_\_  
DIRECTOR ENVIRONMENTAL MANAGEMENT

APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE \_\_\_\_\_

CURVE	RADIUS	DELTA	ARC	TANGENT	CHORD	CHL BEARING
1	297.84	3.3139	18.34	18.34	18.34	S03.043.31 W
2	25.00	75.7430	32.98	12.46	35.97	S71.237.00 W
3	47.01	90.7125	20.73	108.43	206.03	N80.404.44 E
4	20.00	87.4544	21.91	12.00	20.83	S57.553.58 W
5	14.00	76.4329	18.78	11.05	17.38	N85.149.24 W
6	40.74	63.0031	42.45	25.74	46.87	S36.439.45 W
7	888.00	2.07118	180.76	85.00	190.15	S77.461.18 W
8	888.00	2.07118	180.76	85.00	190.15	S77.461.18 W
9	19.00	90.00000	29.85	146.58	286.68	N82.740.04 W
10	27.00	50.00000	44.41	19.00	46.67	S44.513.95 W
11	27.00	50.00000	44.41	19.00	46.67	S44.513.95 W
12	27.00	50.00000	44.41	19.00	46.67	S44.513.95 W
13	27.00	50.00000	44.41	19.00	46.67	S44.513.95 W
14	27.00	50.00000	44.41	19.00	46.67	S44.513.95 W
15	315.00	49.0176	2.09	1.05	2.09	S76.433.59 W
16	185.00	53.1155	171.73	57.69	165.63	S09.511.55 W
17	289.00	24.4456	14.83	6.37	14.83	S07.750.14 W
18	315.00	49.0176	2.09	1.05	2.09	S76.433.59 W
19	315.00	49.0176	2.09	1.05	2.09	S76.433.59 W
20	185.00	53.1155	171.73	57.69	165.63	S09.511.55 W
21	148.00	29.0425	75.10	35.38	74.30	S29.140.38 E
22	65.00	55.2435	30.14	15.38	30.14	N29.140.38 E
23	77.00	24.2976	14.05	6.31	14.05	N37.425.57 W
24	77.00	24.2976	14.05	6.31	14.05	N37.425.57 W
25	77.00	24.2976	14.05	6.31	14.05	N37.425.57 W
26	77.00	24.2976	14.05	6.31	14.05	N37.425.57 W
27	697.00	3.10302	340.89	171.77	340.89	N12.141.58 W
28	743.00	2.11921	210.92	113.64	203.24	N07.550.12 E
29	697.00	3.10302	340.89	171.77	340.89	N12.141.58 W
30	943.00	1.61931	154.47	77.34	154.47	N04.192.77 E
31	30.00	28.9274	14.85	7.38	14.70	N05.324.53 E
32	31.00	61.9776	24.10	24.45	24.45	N43.113.19 W
33	31.00	61.9776	24.10	24.45	24.45	N43.113.19 W
34	31.00	61.9776	24.10	24.45	24.45	N43.113.19 W
35	440.91	5.63843	281.91	148.97	277.13	N89.074.58 E
36	271.74	17.9118	88.35	43.30	88.24	N71.214.24 E
37	622.00	3.71503	309.65	209.73	309.65	S08.439.65 E
38	35.00	45.4308	24.77	9.81	24.77	S53.442.00 W
39	404.91	6.94340	40.91	20.47	40.80	N87.474.45 W

**OWNER'S DEDICATION**

WE, INOVA HEALTH SYSTEM HOSPITALS AND FAIRFAX HOSPITAL SYSTEMS, INC., BEING OWNERS OF THE LAND SHOWN HEREON AS BEING DEDICATED IN THE SURVEYOR'S CERTIFICATE AND PRESS, WILL BE SET AS INDICATED THIS -> AT ALL LOT CORNERS AND IN ACCORDANCE WITH THE FAIRFAX COUNTY SUBDIVISION ORDINANCE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR OR ENGINEER. I HEREBY CERTIFY THAT ALL WETLANDS PERMITS BEING TAKING LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

INOVA HEALTH SYSTEM HOSPITALS \_\_\_\_\_ WITNESS  
FAIRFAX HOSPITAL SYSTEMS, INC. \_\_\_\_\_ WITNESS

**NOTES:**  
1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 49-3 (11) 141 & 136C AND IS ZONED C-3.  
2. THIS PLAT COMPLES FULLY WITH THE AMENDED CHESAPEAKE BAY PRESERVATION ORDINANCE, EFFECTIVE NOVEMBER 18, 2003.  
3. IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN PAR. 4 OF SECT. 2-308 OF THE FAIRFAX COUNTY ZONING ORDINANCE, THE DENSITY/INTENSITY CREDIT FOR THE DEDICATED LAND AREA SHOWN HEREON IS HEREBY RESERVED AND ASSIGNED TO PARCEL 141.  
4. THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 AS COMPUTED FROM A FIELD SURVEY WHICH TIES THIS BOUNDARY TO THE FAIRFAX COUNTY GEOGRAPHIC INFORMATION SYSTEM MONUMENT WITH SCALE FACTOR OF \_\_\_\_\_  
5. ENGINEERING GEOLOGY AND/OR SOIL REPORTS HAVE BEEN REVIEWED AND APPROVED BY THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES. THE PROPERTY DESCRIBED HEREIN AND THE WETLANDS ARE OF SUCH A NATURE THAT LAND MORPHOLOGY AND FOUNDATION PROBLEMS POSSIBLE REQUIRING THE SUBMITTAL OF SOIL REPORTS. A COPY OF SAID REPORT IS AVAILABLE AT THE DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES.

**SURVEYOR'S CERTIFICATE**

I, ROBERT S. SCHWENGER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE FULLY SURVEYED THE PROPERTY SHOWN AND BELIEVE THAT IT IS A RESUBDIVISION OF THE BEST ACQUIRED BY INOVA HEALTH SYSTEM HOSPITALS IN D.B. 9324 PG. 1942 (PART OF PARCEL "A") AND FAIRFAX HOSPITAL SYSTEMS, INC. IN D.B. 7783 PG. 438 (PARCEL "B") AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.  
I FURTHER CERTIFY THAT THE LAND SHOWN HEREON LIES ENTIRELY WITHIN THE BOUNDARIES OF THE SAME AND ALL COURSES ARE REFERENCED TO VIRGINIA STATE GRID NORTH IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY

GIVEN UNDER MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

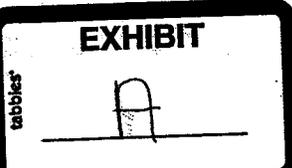


PLAT SHOWING A RESUBDIVISION OF PART OF PARCEL "F" WILLOW OAKS CORPORATE CENTER D.B. 8856 PG. 136 D.B. 9140 AND PARCEL "B" STRATHMEADE SPRINGS D.B. 7783 PG. 438

FAIRFAX COUNTY, VIRGINIA  
MAY, 2010  
Dewberry & Davis LLC  
8001 ARLINGTON BLVD.  
FALLS CHURCH, VA 22033  
FAC: 703.464.9218

**AREA TABULATION**

LOT 1	201,687 SQ. FT. OR 4.62984 AC.
LOT 2	108,989 SQ. FT. OR 2.50205 AC.
LOT 3	223,110 SQ. FT. OR 5.12190 AC.
LOT 4A	78,665 SQ. FT. OR 1.80636 AC.
LOT 4B	109,147 SQ. FT. OR 2.50587 AC.
LOT 5A	47,351 SQ. FT. OR 1.08703 AC.
LOT 5B	59,622 SQ. FT. OR 1.36762 AC.
LOT 9	102,750 SQ. FT. OR 2.35723 AC.
LOT 8	63,398 SQ. FT. OR 1.45541 AC.
ST. BED.	43,061 SQ. FT. OR 0.98655 AC.
TOTAL	1,312,382 SQ. FT. OR 30.12769 AC.



50015234 T001CONS BHTT.DWG

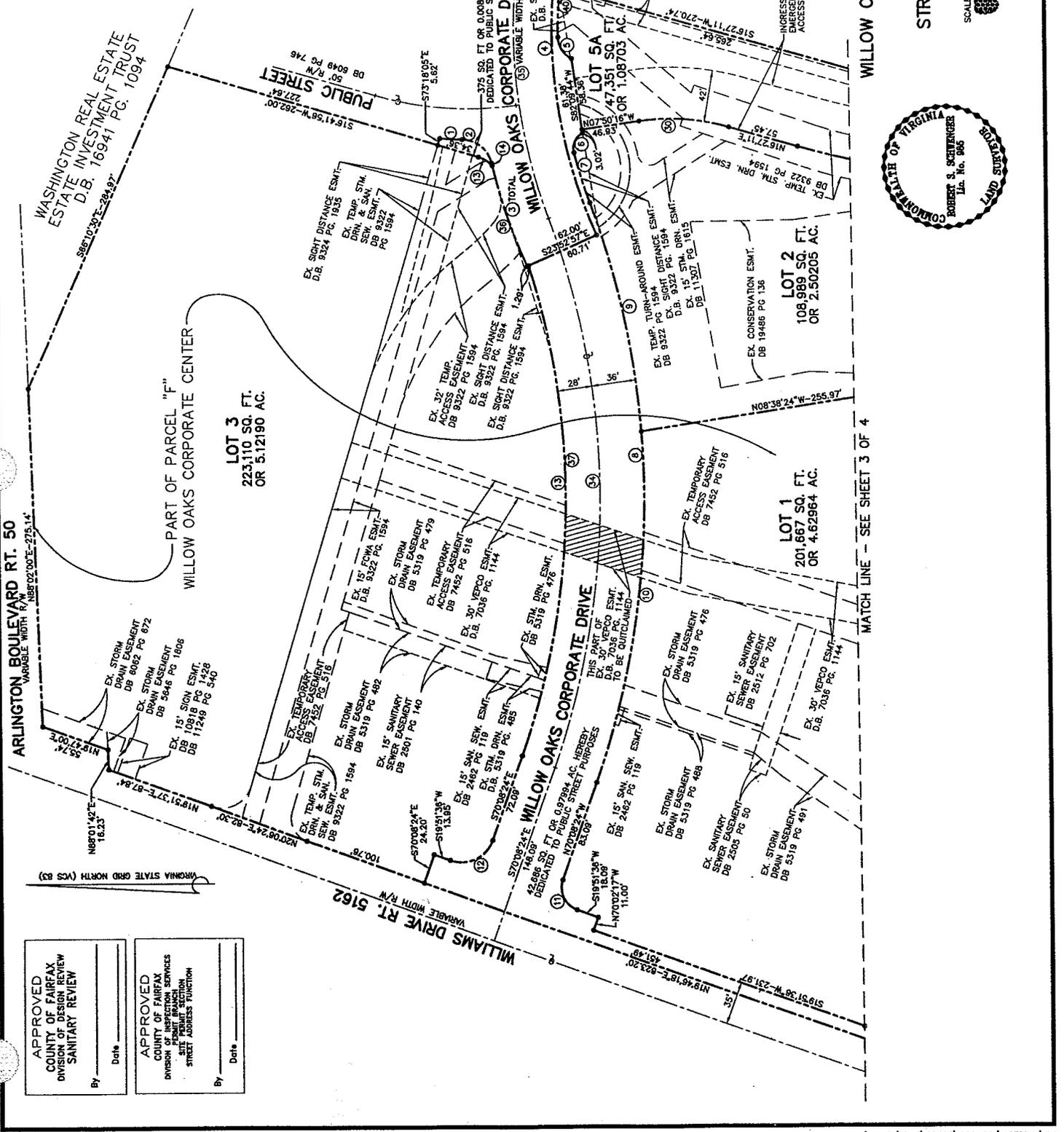
<b>FINAL PLAT</b>	
RECOMMENDED FOR APPROVAL FAIRFAX COUNTY SITE REVIEW BRANCH CHIEF	DATE: _____
APPROVED FOR SUPERVISORS FAIRFAX COUNTY, VIRGINIA	
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE	DATE: _____

**THIS APPROVAL IS NOT A  
COMMITMENT TO PROVIDE  
PUBLIC SANITARY SEWER.**

DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT  
Division of Planning  
Fairfax, Virginia

All street locations and/or easements  
conform to the requirements of this  
ordinance and all easements  
or bonds have been recorded.

By \_\_\_\_\_ Date \_\_\_\_\_



**Parcel "B"**  
STRATHMEADE SPRINGS  
D.B. 7783 PG. 438  
PROVIDENCE DISTRICT  
FAIRFAX COUNTY, VIRGINIA  
SCALE: 1"=50'  
MAY, 2010



Dewberry & Davis, LLC  
1401 ARLINGTON BLVD.  
FAIRFAX, VA 22031  
PHONE: 703.444.6518





## **Exhibit B**

# Exhibit B

## Willow Oaks Common Infrastructure Reimbursement Calculations Assumptions

7/19/2010

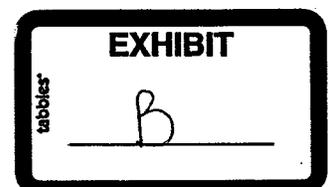
	GFA SF	%	
<b>A Total Willow Oaks GFA</b>	487,804	100.00%	Note 1
County FAR	160,000	32.80%	Note 1
Inova FAR	327,804	67.20%	Note 1
<b>B Garage/Pond Retaining Wall</b>	GFA SF	%	
Willow Oaks Bldgs. F, H, I, J	N/A	55.12%	Note 9
Willow Oaks Building G - County Building	N/A	44.88%	Note 9
	Total	100.00%	
<b>C WOOD &amp; Gallows Road Intersection</b>	%		
Willow Oaks Building G - County Building	11.34%		
Willow Oaks Bldgs. F, H, I, J	88.66%		
	100.00%		
Owner Project Management	4%		Note 7

#	Description	Estimated Hard Cost \$	Estimated Soft Cost \$	Owner Proj. Mgmt.	Estimated Total \$	Notes	Methodology
1	Phase 1 Arlington Boulevard/ Williams Drive	\$403,839	\$138,443	\$21,691	\$563,973	5	A -Note 6
2	Phase 2 Arlington Boulevard/ Williams Drive	\$2,146,126	\$274,314	\$96,817	\$2,517,257	4, 5	A
3	Williams Drive Frontage	\$402,835	\$225,780	\$25,144	\$653,759	5	A
4	Pennell Street Storm Outfall (W/O Share)	\$53,024	\$7,800	\$0	\$60,824	5	A
5	Willow Oaks Corporate Drive	\$1,818,329	\$273,850	\$83,687	\$2,175,866	5	A
6	SWM Pond Detention & BMP	\$3,608,710	\$575,224	\$167,357	\$4,351,291	3, 5	A
6A	Wetlands Mitigation	\$238,075	In Line 6	\$9,523	\$247,598	8	A
7	Garage/Pond Retaining Wall	\$1,341,231	\$204,504	\$61,829	\$1,607,564	5	B
8	Second LT NB Gallows to WB Willow Oaks Corp	\$241,390	\$159,852	\$16,050	\$417,292	2	C
8A	ROW for Item 8	\$420,000	\$43,800	\$18,552	\$482,352		C
		\$10,673,559	\$1,903,567	\$500,650	\$13,077,776		

#	Description	% Willow Oaks		\$ Willow Oaks	
		ABC	Inova	ABC	County
1	Phase 1 Arlington Boulevard/ Williams Drive	50.00%	33.60%	\$281,987	\$92,492
2	Phase 2 Arlington Boulevard/ Williams Drive		67.20%	\$1,691,595	\$825,662
3	Williams Drive Frontage		67.20%	\$439,326	\$214,433
4	Pennell Street Storm Outfall (W/O Share)		67.20%	\$40,874	\$19,950
5	Willow Oaks Corporate Drive		67.20%	\$1,462,181	\$713,685
6	SWM Pond Detention & BMP		67.20%	\$2,924,065	\$1,427,226
6A	Wetlands Mitigation		67.20%	\$166,386	\$81,212
7	Garage/Pond Retaining Wall		55.12%	\$886,089	\$721,475
8	Second LT NB Gallows to WB Willow Oaks Corp		88.66%	\$369,971	\$47,321
8A	ROW for Item 8		88.66%	\$427,653	\$54,699
				\$281,987	\$4,198,155
				<b>County Rounded Total</b>	<b>\$4,200,000</b>

### Notes

1. Based on GDP numbers
2. Not Used
3. Costs may be reduced by the cost of the IFH & Woodburn sand filters if BMPs on those sites are deferred
4. Cost is net of Phase 1
5. Based on WM A Hazel budget modified by Sittler Development Associates
6. 50% is the responsibility of ABC. The balance is split by GFA between Inova and the County
7. Owner Project management is only calculated on Hard and Soft Costs
8. Wetland Mitigation costs are based on the Dewberry e-mail dated 12/18/2009
9. Based on agreed upon allocation



## **Exhibit C**



NO.	DATE	BY	REVISIONS
1	1/13/09	AS	ISS. DESIGN
2	1/13/09	TC	FOR REV.
3	1/13/09	TC	FOR REV.

DRAWN BY	ACS
APPROVED BY	TC
CHECKED BY	TC
DATE	JANUARY 2009
TITLE	

SITE PLAN

PROJECT NO. 5017832

C-006

SHEET NO.



**EXHIBIT**

C

tabbles

**LEGEND:**

- CONSTRUCTION STAGING LINE

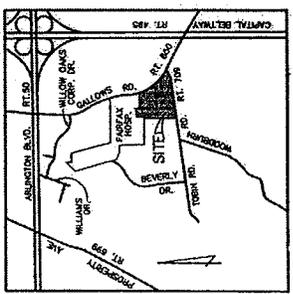
**NOTES:**

- NO USE OR DISTURBANCE OF THIS AREA IS PERMITTED WITHOUT THE EXPRESS WRITING OF THE ENGINEER.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND THE DEPARTMENT OF ENVIRONMENTAL SERVICES.
- LANDSCAPING SHALL BE INSTALLED EXCEPT FOR THE EXPOSURE FROM THE EXISTING SIDEWALK.
- ALL NEW DWGS AND NON-CONFORMING PIPE TO BE DONE UNDER A SEPARATE PLUMBING PERMIT FOR EACH INDIVIDUAL PLUMBING CONSTRUCTION. PLUMBING CODE OR APPROVE WAREHOUSE ACCESS AT GARAGE ENTRANCE.
- ALL NEW WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND THE DEPARTMENT OF ENVIRONMENTAL SERVICES.

**Exhibit D**



**Exhibit D to Contract of Sale**



NO.	RADIUS	DELTA	CHORD	BEARING
1	1318.00'	10927.19'	248.28'	247.30024° E
2	1318.00'	10927.19'	248.28'	247.30024° E
3	1318.00'	10927.19'	248.28'	247.30024° E
4	1318.00'	10927.19'	248.28'	247.30024° E
5	1318.00'	10927.19'	248.28'	247.30024° E

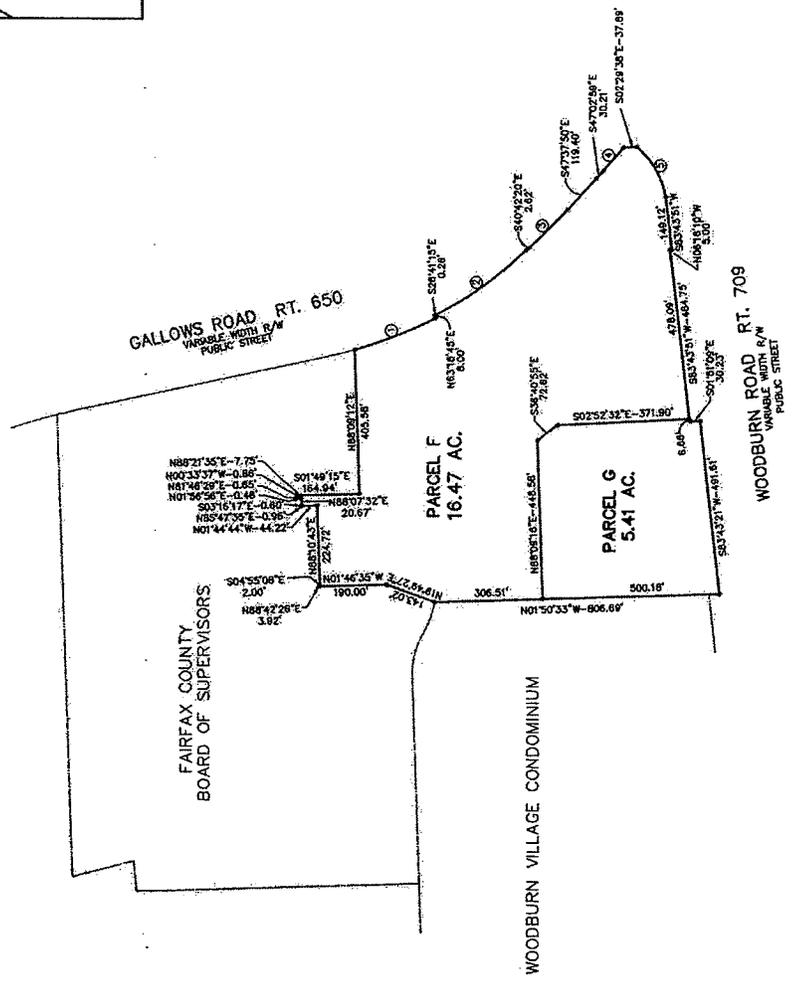


EXHIBIT D  
 PLAT SHOWING  
 PART OF THE PROPERTY OF  
**THE FAIRFAX COUNTY BOARD OF SUPERVISORS**  
 PROVIDENCE DISTRICT  
 FAIRFAX COUNTY, VIRGINIA  
 SCALE: 1" = 200'  
 JUNE, 2010  
**Dewberry**  
 COMPANY & DESIGN, LLC  
 400 ANNE STREET, SUITE 200  
 FARMERS BURTON, VIRGINIA 22031  
 PHONE: 703.441.1000  
 FAX: 703.441.1001

- NOTES:**
1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAPS 99-2 (11) PT. A, PT. B & 10 AND IS ZONED C-3.
  2. THE PROPERTY SHOWN HEREON WAS ACQUIRED BY FAIRFAX COUNTY BOARD OF SUPERVISORS IN D.B. 1984 PG. 121, D.B. 1984 PG. 683 AND D.B. 2743 PG. 817.