

Final Original: June 10, 1991

Amended: December 6, 2013

**Mayfair Proffer Statement Amendment
To ZMAP 1990-0019**

Prepared for: Brookfield Autumn Hill, L.L.C.

Owner/Applicant: Brookfield Autumn Hill, L.L.C. ("Owner")

Project Name: Mayfair (formerly known as Autumn Hill)

Concept Development Plan: "Mayfair Amended Concept Development Plan" prepared by Bowman Consulting and dated December 6, 2013, (the "CDP")

Property: A 52 +/- portion of Loudoun County PIN 487-36-5498 depicted for development as the Mayfair community per the CDP (the "Property")

Date: December 6, 2013

The Owner, on behalf of itself, its successors in interest and assigns, hereby voluntarily proffers and agrees that the development of the Property upon annexation and incorporation into the corporate limits and jurisdiction of the Town of Purcellville, Virginia (the "Town"), will be in substantial conformance with the CDP and the following proffered conditions (together, the "Proffers"), pursuant to Sections 15.2-2302 and 15.2-2303(A) of the 1950 Code of Virginia, as amended, and Article 4, Section 12 and Article 10, Section 6 of the Zoning Ordinance of the Town. These Proffers are voluntarily tendered by the Owner as an amendment of and variation to those proffers for the Property previously accepted by Loudoun County as Autumn Hill Proffers, ZMAP 1990-0019, dated June 10, 1991, revised June 18, 1991 (the "ZMAP 1990-0019") and any prior proffers (including ZMAP 1990-0019) are hereby void and of no effect and are superseded in full by these Proffers.

The Proffers will be effective only upon the Town of Purcellville's annexation of the Property into the Town's corporate limits and jurisdiction. In the event annexation of the Property is denied or otherwise does not occur, these Proffers shall immediately be null and void and of no further force or effect.

1. General Development Requirements

(a) Upon annexation, the Property shall be developed in accordance with all requirements for PD-H8 development and in substantial conformance with the CDP, which is attached hereto and made a part hereof as **Exhibit A**. Variations from the CDP shall be permitted only as reasonably necessary to accommodate final engineering.

(b) Owner agrees to restrict the development of residential units on the Property to no more than 257 single family detached dwelling units and townhouse units, of which no more than 151 will be townhouse units.

(c) To the greatest extent possible, Owner shall provide for free and clear fire protection and emergency response access to each townhouse row at the front of the building.

2. Open Space and Recreation Requirements

(a) Owner shall provide passive recreation areas on the Property in the area of the storm water management pond, including, but not limited to, the storm water management pond as well as open, well drained green space surrounding the pond. The passive recreation areas will be installed on or before delivery of the 175th zoning permit. All passive recreation areas and the storm water management facility shall be owned and maintained by the homeowners association for Mayfair (the "Mayfair HOA").

(b) Owner shall provide open space in substantial conformance with the CDP. The exact configuration of open space shall be determined at final engineering based on the final layout and shall meet or exceed all open space requirements of the Town Zoning Ordinance. All open space shall be owned and maintained by the Mayfair HOA.

(c) Owner shall provide a complete pedestrian trail system as depicted on the CDP. The trails shall be constructed as not less than six-foot wide asphalt paths within an eight-foot public access easement. The pedestrian trail system will be installed on or before delivery of the 175th zoning permit. The pedestrian trail system shall be owned and maintained by the Mayfair HOA.

(d) Owner shall provide developed recreational facilities ("Active Recreation") on the Property. The Active Recreation shall include at least one asphalt multi-court, a pavilion, and one tot lot. Said Active Recreation areas shall be installed on or before the delivery of the 175th zoning permit. Per the Town's ordinance, the expenditure by Owner for Active Recreation areas shall not be less than \$300.00 per unit (\$77,100.00 total). Should the total expenditure of the Active Recreation as shown on the CDP be less than \$300.00 per unit, Owner will contribute the amount of the shortfall to the Town as a cash contribution, with the payment of any shortfall to be made by Owner on a per unit basis with each payment made after the completion of the final inspection for each unit but prior to issuance of a certificate of occupancy for each unit per the timing mechanism set forth in Virginia Code §15.2-2303.1:1. The Active Recreation shall be installed on or before the delivery of the 175th zoning permit.

(e) Owner shall submit a storm water management plan for the overall site and incorporate water quality measures into the Property's storm water management facilities to improve the quality of storm water runoff from the site. Owner shall construct one or more wet or enhanced extended detention and best management practices pond(s) based on Town and State criteria. The exact type of the facility will be determined at final engineering based on the final layout. The storm water management facility and the pond will be owned by the Mayfair HOA and maintained by the Mayfair HOA as further described herein.

(f) Owner shall notify prospective homeowners of the existence of the storm water management facility and its incorporation into the final build out of Mayfair as a passive recreation area. This shall be accomplished by providing graphic identification in advertising and on site promotional materials. Also, identification of the pond and responsibility for maintenance shall be included in the Mayfair HOA documents. Owner shall address these issues and put forth its best efforts to draft specific, requisite language and will submit draft language for review and approval by the Town prior to record subdivision plat approval.

3. Public Improvements and Contributions

(a) Owner shall construct the Northern Collector Road from the eastern border of the Property through to the adjoining property currently owned by the Loudoun County Board of Supervisors and identified as PIN 522-29-5928. The aforesaid Northern Collector Road shall be constructed as a two-lane, 24' wide undivided roadway within a 70' public right of way. Owner shall construct a temporary cul-de-sac or hammerhead design turn around at the west end of this road or such other road termination which will conform with Virginia Department of Engineering ("VDOT") and Town standards, whichever is applicable. The aforesaid Northern

Collector Road shall be completed by Owner prior to the Town's issuance of a zoning permit for a single-family detached unit(s) which fronts on Public Road "D" as depicted on the CDP.

(b) In addition to the transportation improvements on the Property noted herein and shown on the CDP, Owner also shall contribute \$750,055.97 in cash and/or design and construction of transportation improvements that directly service the Property as follows:

(i) Owner shall design and construct improvements to upgrade, to the maximum width possible in the available right of way, the section of Route 611 north from existing East Nichols Lane to the entrance of the Mayfair development (thus terminating at the intersection of Route 611 and the eastern terminus of the Northern Collector Road through Mayfair). This improvement has an estimated value of \$394,783.83. This improvement shall be completed prior to the Town's issuance of the first zoning permit. Some, but not all of these improvements are depicted on the CDP.

(ii) Regardless of the costs of the improvements described in (i) above, Owner shall contribute \$177,636.07 to the Town to be used solely for transportation improvements within the Town. This contribution will be made prior to delivery of the 50th zoning permit.

(iii) Regardless of the cost of the improvements described in (i) above, Owner shall contribute \$177,636.07 to the Town to be used solely for transportation improvements within the Town. This contribution will be made prior to delivery of the 75th zoning permit.

(c) Owner shall make an additional contribution to the Town of \$531,733 to be used at the Town's sole discretion for capital, transportation or other improvements by the Town. Of this amount, \$26,471 will be distributed equally to the fire and rescue companies serving the Property. The contribution shall be paid as follows and at the following times:

	Total To Be Paid	Portion of Total To Be Paid To Fire and Rescue
Prior to issuance of the 1 st zoning permit	\$0.00	\$0.00
Prior to issuance of the 113 th zoning permit	\$231,728.00	\$11,536.00
Prior to issuance of the 225 th zoning permit	\$231,728.00	\$11,536.00
Prior to build-out of the Project	\$68,277.00	\$3,399.00

(d) The value of all proffers and contributions herein shall be increased annually using the Consumer Price Index for all urban consumers, as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the Washington-Baltimore, MD-VA-DC-WV Consolidated Metropolitan Statistical Area ("CPI"), beginning January 1, 2015.

(e) Owner shall dedicate all public roads on the Property to the Town and construct all public roads to VDOT standards.

(f) Owner shall construct the private streets serving the development, as depicted on the CDP, to the applicable standards for private streets in the Town. Owner shall provide capital reserves of not less than \$250.00 per townhouse unit to the Mayfair HOA to be held in a capital reserve fund dedicated to use only for the maintenance of private roads on the Property.

4. Alternatives to Construction

(a) In the event that one or more of the individual road improvements proffered or shown on the CDP is substantially completed by others prior to bonding for such construction by Owner or is determined by VDOT to be an unnecessary improvement, Owner shall make a cash contribution to the Town equal to or greater than the cost of the improvement in lieu of which cash is being contributed. The cash equivalent would be provided at the time stated in the specific proffer.

(b) As an alternative to a cash equivalent contribution of 4(a), the Town and Owner may agree that, in lieu of making such contribution, Owner shall construct an alternative, equivalent-cost road improvement(s) which is not otherwise required by Owner under the terms of these Proffers, but would directly or indirectly serve the Mayfair development and be utilized within the Town corporate limits.

(c) The intent of Owner is to construct the improvements outlined herein given the opportunity to do so and consistent with the applicable bonding policy for improvements within the Town.

(d) All public road improvements are subject to VDOT approval. In the event Owner is not able to obtain VDOT approval of a transportation improvement, a cash equivalent shall be provided to the Town to be used for other road improvements which directly or indirectly serve the Mayfair development. The cash equivalent would be provided at the time stated in the specific proffer.

5. Water & Sewer

(a) Owner shall utilize Town water and sewer service for the 257 residential units on the Property on the terms and conditions set forth in the Water and Sewer Agreement between Owner and the Town ("Water and Sewer Agreement"). All extensions of existing water and sanitary sewer lines necessary to serve the Property shall be provided by Owner, at no cost to the Town, in conformance with Town ordinances and requirements and the Water and Sewer Agreement. Owner shall acquire any offsite easements, if needed, to extend public water and/or sanitary sewer lines to the Property and shall dedicate them to the Town at no cost to the Town.

(b) Regardless of the number of residential units constructed in each year, and subject to the terms of the Water and Sewer Agreement, Owner shall pay for the water availability fee,

sewer availability fee and meter fee (together "Availability and Metering Fees") for a minimum number of dwelling units each year. Availability and Metering Fees shall be paid at the rate in effect on September 1, 2013. Minimum Availability and Metering Fee purchases for each year shall be as follows, with "Year 1" calculated to begin on the date of annexation of the Property and include the next 364 days thereafter, and each successive year calculated as a successive 365 day period consistent with the establishment of Year 1:

Year 1:	25 Availability and Metering Fees
Year 2:	25 Availability and Metering Fees
Year 3:	50 Availability and Metering Fees
Year 4:	50 Availability and Metering Fees
Year 5:	50 Availability and Metering Fees
Year 6:	57 Availability and Metering Fees*

*Subject to the terms and conditions of the Water and Sewer Agreement.

6. Homeowners' Association

(a) Owner shall establish the Mayfair HOA and encumber the Property with a declaration of conditions, covenants, restrictions and easements for the purpose of (i) protecting the value and desirability of the Property; (ii) facilitating the planning and development of the development in a unified and consistent manner; and (iii) providing for the installation, maintenance, and repair for all landscaping, on-site amenities, open space, and other common areas. The declaration shall limit the density on the Property to no more than 257 residential units. The declaration shall be recorded simultaneously with the first subdivision record plat and shall attach to the Property and run with the land.

(b) Owner shall prepare the necessary documentation to form the Mayfair HOA and shall establish the Mayfair HOA prior to approval of the first zoning permit for a dwelling unit on the Property. The Mayfair HOA documents will be submitted to the Town for review and approval. The Mayfair HOA shall eventually be managed by the homeowners.

(c) The Mayfair HOA shall own and maintain all private roads, recreation facilities, open space areas, storm drainage, storm water management pond, pedestrian trails, etc.

7. Buffers and Plantings

(a) Buffers shall be installed with or before the construction of residential units adjoining the applicable buffer line.

(b) Owner agrees to construct landscaping as depicted on the CDP and, where possible, to save existing vegetation and incorporate it into the buffers and planting schemes. Owner shall design buffers in a flexible manner so as to accommodate the desire to save existing vegetation and will see that the buffers are installed in a manner to provide the maximum screening

between the residential units and, in some cases, differing ones. Existing vegetation that is of lower quality or has no screening benefit may be removed and replaced with plantings as indicated on the CDP. The addition of architectural berms to further enhance the screening benefit of the buffer areas may be utilized based upon final engineering.

(c) As part of the private street and townhouse community portion of the Property, plantings shall be installed so as to be in substantial conformity with the CDP. At a minimum, Owner will plant one large deciduous tree for each end unit in the townhouse community and one small deciduous tree for each interior unit in the townhouse community. All tree plantings for the townhouse community will either be in the front yard or rear yard of the townhouse units. If space does not permit planting on a particular townhouse lot, Owner shall plant the trees in the common space areas near the townhouse community.

8. Residue Property Rezoning

(a) Owner shall submit an application for rezoning to a Light Industrial Zoning classification of that portion of PIN 487-36-5498 not covered by these Proffers and currently zoned Transition X. This application for rezoning shall be submitted within 120 days after annexation of that property by the Town.

9. Miscellaneous

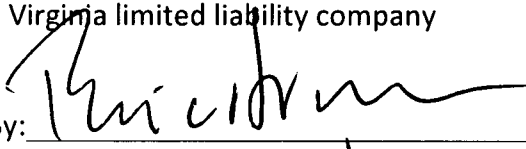
(a) These Proffers shall run with the Property and be binding on the heirs, successors, and assigns of Owner.

(b) The undersigned hereby warrants that all of the owners of a legal interest of the subject Property have signed this proffer statement, that it has full authority to bind the Property to these conditions, and that these proffers are entered into voluntarily.

(c) Brookfield hereby proffers that the development of the Property of this application shall be in substantial accordance with the conditions set forth in this submission.

(d) Brookfield Washington, L.L.C. executes these Proffers for the limited purpose of acknowledging their consent to the placement of a modified buffer on PIN 487-47-4375 as depicted on the CDP.

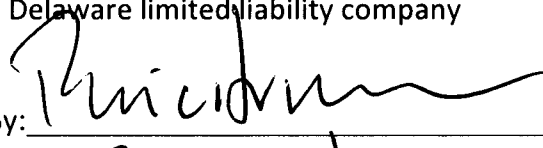
BROOKFIELD AUTUMN HILL, L.L.C
a Virginia limited liability company

By: 

Name: ROBERT C HUBBEL

Title: MANAGER

BROOKFIELD WASHINGTON, L.L.C
a Delaware limited liability company

By: 

Name: ROBERT C HUBBEL

Title: PRESIDENT

NOTES

- EXISTING TREES WILL BE PRESERVED WHERE POSSIBLE BASED UPON FINAL ENGINEERING
- ALL BUFFERS SHOWN WILL PRESERVE EXISTING TREES WHERE POSSIBLE BASED ON FINAL ENGINEERING.
- AS THE PROPERTY OWNER ON BOTH SIDES OF THE ZONING DISTRICT BOUNDARY, BROOKFIELD AGREES TO INSTALL A COMBINED LANDSCAPE BUFFER TOTALING 50 FEET. TO BE LOCATED ALONG THE WESTERN BOUNDARY ADJOINING THE SITE WHERE LIMITED INDUSTRIAL ZONING WILL BE REQUESTED IF THE PROPERTY IS ANNEXED. THIS 50 FOOT BUFFER MAY BE LOCATED EITHER ENTIRELY OR PARTIALLY ON EITHER SIDE OF THE ZONING BOUNDARY AS DETERMINED AT FINAL ENGINEERING. THIS BUFFER WILL PRESERVE EXISTING TREES WHERE POSSIBLE AND MAY INCORPORATE EARTHEN BERMS WITHIN THE 50 FOOT BUFFER BASED UPON FINAL ENGINEERING.
- FINAL OPEN SPACE PROVIDED MAY VARY BASED UPON FINAL ENGINEERING BUT WILL ALWAYS PROVIDE THE MINIMUM REQUIRED.
- MODIFICATIONS TO REQUIRED BUFFERS, WHERE NOTED OR OTHERWISE DESCRIBED HEREIN, ARE APPROVED BY THE ZONING ADMINISTRATOR, PURSUANT TO SECTION 4.8 OF THE TOWN OF PURCELLVILLE ZONING ORDINANCE, AND BY LETTER DATED DECEMBER 6, 2013.

LANDSCAPE CALCULATIONS

LANDSCAPE REQUIRED ON PUBLIC STREETS:

1 TREE / 40 LF OF STREET
10400 LF / 40 = 260 TREES REQUIRED

LANDSCAPE PROVIDED ON PUBLIC STREETS
260 TREES PROVIDED

NO TREE REQUIREMENT ON PRIVATE STREETS

LANDSCAPE REQUIRED FOR (SEA) SINGLE FAMILY ATTACHED:

1 LARGE DECIDUOUS TREE / END UNIT
52 END UNIT TREES REQUIRED
99 INTERIOR UNIT TREES REQUIRED

LANDSCAPE PROVIDED FOR SPA:
52 END UNIT TREES
99 INTERIOR UNIT TREES

NOTES: ALL SPA TREES MAY BE PLACED IN FRONT OR REAR YARDS. AS SPACE PERMITS. IF SPACE DOES NOT PERMIT, TREE REQUIREMENTS FOR SPA MAY BE LOCATED IN COMMON GREEN AREAS.

