

EXHIBIT C
Proffer Responsibility Schedule

<u>Proffer</u>	<u>Responsibilities of the Owner(s) of the Pulte Property and Restrictions and/or Rights on the Pulte Property</u>	<u>Personal Obligation of Pulte Home Corp.</u>	<u>Responsibilities of the Owner(s) of the Clark Property and Restrictions and/or Rights on the Clark Property</u>	<u>Personal Obligation of Vienna Metro LLC</u>
1.a. CDP/FDP	Comply with proffer 1.a. on Pulte's Property.		Comply with proffer 1.a. on Clark's Property.	
1.b. Right of Way Vacation	Vacation of right of way of Maple Dr and Fairlee Dr.			
3.a. Maximum Dwelling Units ("DUs") on Application Property	* Except for "two over two" multi-family units, the multi-family dwelling units on Pulte's Property will generally range from 1,000 to 2,000 sf of gross floor area ("GFA") per unit. *No more than 1,348 residential dwelling units inclusive of affordable dwelling units ("ADUs") shall be constructed on the Pulte Property.		* The multi-family dwelling units on Clark's Property will generally range from 1,000 to 2,000 sf of GFA per unit, except that Clark reserves the right to develop the one (1) multi-family building with an average dwelling unit size that exceeds 2,500 sf of GFA per dwelling unit. *No more than 900 residential dwelling units shall be constructed on the Clark Property.	
3. Maximum Density b. Core Area	Of the maximum GFA that is allowed in the Core Area, Pulte shall have no more than 1,348,169 sf of GFA.		Of the maximum GFA that is allowed in the Core Area, Clark shall have no more than 1,485,300 sf of GFA.	
5.b. Timing of High-Rise Construction	Prior to the satisfaction of Proffer 5b.(v), may only request RUPs for a) the age restricted DUs (buildings 2,3,4,5) and b)		Prior to the satisfaction of proffer 5b.(v) , may only request RUPs	

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Exhibit 1

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<u>Proffer</u>	<u>Responsibilities of the Owner(s) of the Pulte Property and Restrictions and/or Rights on the Pulte Property</u>	<u>Personal Obligation of Pulte Home Corp.</u>	<u>Responsibilities of the Owner(s) of the Clark Property and Restrictions and/or Rights on the Clark Property</u>	<u>Personal Obligation of Vienna Metro LLC</u>
	up to 500 residential DUs of any other product type on the Pulte Property. Once Proffer 5b.(v) has been satisfied, may request RUPs for the balance of the DUs on the Pulte Property.		for up to 600 residential DUs on the Clark Property. Once Proffer 5b.(v) has been satisfied, may request RUPs for the balance of the DUs on the Clark Property.	
5.c. Core Area (PRM) Secondary Uses (iii) Non-Residential, Non-Office Uses within the Core Area (PRM) (b) Design/Construction. (c) Use/Occupancy (d) Additional Non-Residential, Non-Office Use (e) [quick service foodstore]	* Of the 55,000 square feet of GFA cited in Proffer 5.c.(iii).(d), 10,000 sf shall be allocated to the Pulte Property. * If required, compliance with proffer 5.c.(iii).(e) "quick service food store".		* Of the 55,000 square feet of GFA cited in Proffer 5.c.(iii).(d), 45,000 sf shall be allocated to the Clark Property. * If required, compliance with proffer 5.c.(iii).(e) "quick service food store". *Undertake a targeted marketing effort for a pharmacy on site per proffer 5.c.(iii).(c).(A)	
5.c. Core Area (PRM) Secondary Uses (iv) Office			Minimum of 125,000 sf of GFA and a maximum of 300,000 sf of GFA.	
5.c. Core Area (PRM) Secondary Uses	* Minimum of one child care center with an outdoor play area to be designed and			

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Exhibit 1

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<u>Proffer</u>	<u>Responsibilities of the Owner(s) of the Pulte Property and Restrictions and/or Rights on the Pulte Property</u>	<u>Personal Obligation of Pulte Home Corp.</u>	<u>Responsibilities of the Owner(s) of the Clark Property and Restrictions and/or Rights on the Clark Property</u>	<u>Personal Obligation of Vienna Metro LLC</u>
(v) Child Care	constructed within Buildings 16, 17 or 18. * Comply with Proffer 5.c(v).			
5.c. Core Area (PRM) Secondary Uses (vi) Business Center	* Provide space and fit out a business center (min. 600 sf) for use by all project residents in the ground floor of one of buildings 14,15,16,17 or 18. * Comply with rest of proffer 5.c.(vi).			
5.c. Core Area (PRM) Secondary Uses (viii) Seasonal skating and public recreation facility			Proffer 5.c.(viii) shall be satisfied on the Clark Property.	
5.e. Non-Core West (PDH-16) Secondary Uses	Prior to the issuance of the first RUP for buildings 2, 3, 4 and 5, Pulte will establish a prescription drug pick-up program.			
6.a Transportation, Rezoning Analysis/ Proffered Improvements (i) Dedication	Shall comply with Proffer 6.a.(i) within nine (9) months of Zoning Approval.	Yes		
6.a Transportation, Rezoning Analysis/ Proffered Improvements (ii) Vaden Drive Extended	Complete the Proffer 6a (ii) within 18 months of Zoning Approval.	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D</u> .	Yes
6.a Transportation, Rezoning Analysis/ Proffered Improvements (iii) Bus Shelter	Complete Proffer 6.a.(iii).	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D</u> .	Yes

<u>Proffer</u>	<u>Responsibilities of the Owner(s) of the Pulte Property and Restrictions and/or Rights on the Pulte Property</u>	<u>Personal Obligation of Pulte Home Corp.</u>	<u>Responsibilities of the Owner(s) of the Clark Property and Restrictions and/or Rights on the Clark Property</u>	<u>Personal Obligation of Vienna Metro LLC</u>
6.a Transportation, Rezoning Analysis/ Proffered Improvements (iv) Truck Restrictions on Vaden Drive Extended	Complete Proffer 6.a.(iv).	Yes		
6.a Transportation, Rezoning Analysis/ Proffered Improvements (v) Saintsbury Drive – I-66 Ramp Connection	Complete Proffer 6.a.(v).	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D</u> .	Yes
6.a Transportation, Rezoning Analysis/ Proffered Improvements (vi) Eastbound I-66 Ramp Widening	Complete Proffer 6.a.(vi)	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D</u> .	Yes
6.a Transportation, Rezoning Analysis/ Proffered Improvements (vii) Lee Highway/Nutley Street Improvements	Complete Proffer 6.a.(vii)	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D</u> .	Yes
6.a Transportation, Rezoning Analysis/ Proffered Improvements (viii) Private Roads	Complete Proffer 6.a.(viii) for the Pulte Property.		Complete Proffer 6.a.(viii) for the Clark Property.	
6.a Transportation, Rezoning Analysis/ Proffered Improvements	Complete Proffer 6.a.(ix).	Yes		

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<u>Proffer</u>	<u>Responsibilities of the Owner(s) of the Pulte Property and Restrictions and/or Rights on the Pulte Property</u>	<u>Personal Obligation of Pulte Home Corp.</u>	<u>Responsibilities of the Owner(s) of the Clark Property and Restrictions and/or Rights on the Clark Property</u>	<u>Personal Obligation of Vienna Metro LLC</u>
(ix) WMATA Study				
6.a Transportation, Rezoning Analysis/ Proffered Improvements (x) Traffic Signals	Complete Proffer 6.a.(x).	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D.</u>	Yes
6.a Transportation, Rezoning Analysis/ Proffered Improvements (xi) Signal Timing Modifications	Complete Proffer 6.a.(xi).	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D.</u>	Yes
6.a Transportation, Rezoning Analysis/ Proffered Improvements (xii) Sainstbury Drive and Metro Station	Complete Proffer 6.a.(xii) within 18 months of Zoning Approval.	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D.</u>	Yes
6.a Transportation, Rezoning Analysis/ Proffered Improvements (xiii) Circle Woods Drive Terminus	Complete Proffer 6.a.(xiii).	Yes		
6.a Transportation, Rezoning Analysis/ Proffered Improvements (xiv) Off-Site Right of Way/Easements	Complete Proffer 6.a.(xiv).	Yes		
6.b Transportation, Subsequent	Complete Proffer 6.b.	Yes		

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Analysis				
7. Transportation Demand Management c. Transportation Coordination	Evaluate candidates and hire a Transportation Coordinator within 90 days of approval of the Zoning Application.	Yes	Clark shall have reasonable approval rights.	Yes
7. Transportation Demand Management d. TDM Budget	Complete Proffer 7.d.	Yes	Clark shall have reasonable approval rights of the TDM Budget.	Yes
7. Transportation Demand Management e. TDM Account	Complete Proffer 7.e, except fund 50% of the initial amount (i.e. \$100,000) and replenish 50% of all funds when due and payable.	Yes	Within 90 days of approval of the Zoning Application, fund 50% of the initial amount (i.e. \$100,000) and replenish 50% of all funds when due and payable.	Yes
7. Transportation Demand Management f. TDM Incentives	Complete Proffer 7f except fund 50% of the one time contribution amount (i.e. \$150,000)	Yes	Fund 50% of the one time contribution amount (i.e. \$150,000).	Yes
7. Transportation Demand Management g. Monitoring and Reporting	Comply with Proffers 7.g.(i) and 7.g.(ii). Pay 50% of the cost of the surveys and the trip generation analyses.	Yes	* Pay 50% of the cost of the surveys and the trip generation analyses. * Clark to have review and reasonable approval rights of the report before its submission to the County.	Yes
7. Transportation Demand	Comply with Proffer 7.h. and pay 50% of the cost of its	Yes	Pay 50% of the cost of compliance for	Yes

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Management h. Evaluation and Adjustment	compliance		Proffer 7.h.	
7. Transportation Demand Management i. Subsequent Monitoring and Reporting	Comply with Proffer 7.i. and pay 50% of the cost of its compliance	Yes	Pay 50% of the cost of compliance for Proffer 7.i.	Yes
7. Transportation Demand Management j. TDM Remedy Fund and TDM Penalty Fund (i) TDM Remedy Fund	Comply with Proffer 7.j.(i). and pay 50% of the cost of its compliance	Yes	Pay 50% of the cost of compliance for Proffer 7.j.(i).	Yes
7. Transportation Demand Management j. TDM Remedy Fund and TDM Penalty Fund (ii) TDM Penalty Fund	* Comply with Proffer 7j(ii) and pay and/or guarantee 50% of the cost of its compliance. The guarantee to the County will be a several, not a joint obligation to the County and, if drawn, will be funded 50/50 with the owner of the Clark Property. * When funds are released from the TDM Penalty Fund they will be split 50/50 between Clark and Pulte.	Yes	* Pay and/or guarantee 50% of the cost of compliance for Proffer 7j(ii). The guarantee to the County will be a several, not a joint obligation to the County and, if drawn, will be funded 50/50 with the owner of the Pulte Property. * When funds are released from the TDM Penalty Fund they will be split 50/50 between Clark and Pulte.	Yes

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Exhibit 1

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<u>Proffer</u>	<u>Responsibilities of the Owner(s) of the Pulte Property and Restrictions and/or Rights on the Pulte Property</u>	<u>Personal Obligation of Pulte Home Corp.</u>	<u>Responsibilities of the Owner(s) of the Clark Property and Restrictions and/or Rights on the Clark Property</u>	<u>Personal Obligation of Vienna Metro LLC</u>
7. Transportation Demand Management k. Notice to Owners	Comply with Proffer 7.k. for the Pulte Property	Yes	Comply with Proffer 7.k. for the Clark Property.	Yes
7. Transportation Demand Management l. Enforcement	Comply with Proffer 7.l., until the UOA takes over.	Yes	Assist Pulte in complying with proffer 7.l, until the UOA takes over.	Yes
8. Pedestrian Improvements a. Vaden Drive Extended Trail	Complete Proffer 8.a within 18 months of Zoning Approval.	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D.</u>	Yes
8. Pedestrian Improvements b City of Fairfax Connector Trail	Complete Proffer 8.b.	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D.</u>	Yes
8. Pedestrian Improvements c. Pedestrian Access to Metro During Build Out	Complete Proffer 8.c.	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D.</u>	Yes
8. Pedestrian Improvements d. Pedestrian Connection to Blake Tree Manor	Complete Proffer 8.d.	Yes		
8. Pedestrian Improvements e. Pedestrian Connection to Circle Woods and	Complete Proffer 8.e.	Yes		

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Hunters Branch				
8. Pedestrian Improvements f. Internal Sidewalks	Comply with Proffer 8.f. on the Pulte Property		Comply with Proffer 8.f. on the Clark Property.	
8. Pedestrian Improvements g. Crosswalks	Comply with Proffer 8.g. for all crosswalks, except for crosswalks on the Clark Property.		Comply with Proffer 8.g. on all crosswalks located on the Clark Property.	
8. Pedestrian Improvements h. Lee Highway Sidewalk	Complete Proffer 8.h.	Yes		
9. Open Space and Landscaping	Comply with the open space areas shown on the approved CDP/FDP on the Pulte Property and otherwise comply with Proffer 9 on the Pulte Property.		Comply with the open space areas shown on the approved CDP/FDP on the Clark Property and otherwise comply with Proffer 9 on the Clark Property.	
10. Recreation Facilities, items a, b, c and d.	Comply with Proffer 10, items a,b,c and d, on the Pulte Property.		Comply with Proffer 10, items a, b, c and d, on the Clark Property.	
10. Recreation Facilities e. Field Turf	Comply with Proffer 10.e. and pay \$440,309 of the cost.		Pay \$309,691 of the cost.	
11. Circle Woods Buffer	Complete Proffer 11 within 18 months of Zoning Approval	Yes	Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D.</u>	Yes
12. Hunters Branch	Complete Proffer 12	Yes		

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Condominium Buffer				
13. Parking	Comply with Proffer 13 on the Pulte Property.		Comply with Proffer 13, on the Clark Property.	
14. Stormwater Management	* Complete Proffer 14.a, b and c within 18 months of Zoning Approval for all the improvements on the Applicant Property. * Complete Proffer 14.d and e.	Yes	* Clark to contribute per the Clark's Share of Project Costs definition in Section 4 of <u>Exhibit D</u> for proffer 14.a, b, c, d and e. * Comply with any LID requirements on Clark's Site.	Yes
15. Noise Attenuation	* Comply with Proffer 15.a. (as to Building 5 only). * Comply with Proffer 15.b.		* Comply with Proffer 15.a. (except as to Building 5).	
16. Tree Preservation Plan	Comply with Proffer 16, except for Proffers 16.j. and 16.k. on the Clark Property.	Yes	Comply with Proffer 16.j. and 16.k. on the Clark Property.	Yes
17. Signage	Comply with the Signage Plan per Section 2 of <u>Exhibit D</u> .	Yes	Comply with the Signage Plan per Section 2 of <u>Exhibit D</u> .	Yes
18. Homeowners' Associations	* Comply with Proffer 18.a. * Comply with Proffer 18, items b, c, d, e and f, for all buildings on Pulte's Site. * Pay for 50% of the costs to create the UOA. * Pulte and Clark will jointly lead the process of creating the UOA.	Yes	* Pulte and Clark will jointly lead the process of creating the UOA. * Comply with Proffer 18.a. * Comply with Proffer 18, items b, c, d, e and f, for all	Yes

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	* Pulte will abide the proffer requirements for notices to be provided in sales contracts on the Pulte Property.		buildings on Clark's Site. * Pay for 50% of costs to create the UOA. * Clark will abide the proffer requirements for notices to be provided in sales contracts on the Clark Property.	
19. Energy Conservation	Comply with Proffer 19 for all buildings on Pulte's Property included in Proffer 19.		Comply with Proffer 19 for all buildings on Clark's Property included in Proffer 19.	
20. Smart Building	Comply with Proffer 20 for all buildings on Pulte's Property.		Comply with Proffer 20 for all buildings on Clark's Property.	
21. Architectural Design	Comply with Proffer 21 for all buildings on Pulte's Property.		Comply with Proffer 21 for all buildings on Clark's Property.	
22. Lighting	Comply with Proffer 22 for all areas/buildings on Pulte's Property.		Comply with Proffer 22 for all areas/buildings on Clark's Property.	
23. Telecommunications Equipment	Comply with Proffer 23 for all buildings on Pulte's Property.		Comply with Proffer 23 for all buildings on Clark's Property.	
24. Affordable Dwelling Units	* Comply with Proffer 24. * All ADU's will be located in buildings that are on the Pulte Property.	Yes	The Clark Property and Clark Project will have no ADU obligations.	Yes
25. Fairfax County Park Authority/Public	Complete Proffer 25. and pay \$5,321,969 of the cost.	Yes	Pay \$678,031 of the cost, as the funds are required	

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Facilities			by Pulte per Proffer 25.	
26. Additional Public Facilities	Complete Proffer 26, and pay \$57,722 of the cost.	Yes	Pay \$12,278 of the cost.	
27. School Contribution	Complete Proffer 27 and pay \$1,132,500 of its cost.	Yes	Pay \$637,500 of the cost.	Yes
28. Construction	Comply with Proffer 28.a, b, c, d, e, f and g for any construction on the Pulte Property and Pulte's Work		Comply with Proffer 28.items a, b, g and f, for any construction on Clark's Property not part of Pulte's Work.	

The term "**Personal Obligation**" in columns three and five above shall mean that the original Party to this Agreement (i.e., Pulte Home Corporation or Vienna Metro LLC, as applicable) is not released from such obligation by transferring its portion of the Project Property to another Party. In addition, all obligations under this Exhibit C shall run with the land and be binding on successors and assigns of the Parties hereto.

EXHIBIT D

Post Closing Obligations

Pulte (in its individual capacity) and each Pulte Property Owner shall be jointly and severally liable for the payment and performance of Pulte's obligations under this Exhibit D. Clark (in its individual capacity) and each Clark Property Owner shall be jointly and severally liable for the payment and performance of Clark's obligations under this Exhibit D. The obligations in this Exhibit D shall run with the land, but neither Pulte nor Clark shall be released from such obligations, as applicable, as between such entities, due to any transfer of the Project Property; provided, however, the obligations under this Exhibit D shall terminate automatically and shall be of no further force or effect on the later of (i) release of all public improvement bonds for bonded improvements, (ii) the final completion of other improvements described herein and (lii) payment of all "Cost Sharing" sums required to be paid under this Exhibit D.

1. Subdivision. Promptly after the Effective Date, Pulte shall use commercially reasonable, diligent efforts to obtain final, unappealable subdivision approval and to record a boundary line adjustment of the property line between the Clark Property and the balance of the Project Property to be in strict conformance with the boundary line described on Exhibit D-2 to this Declaration ("**BLA/Subdivision Approval**"), so that the Clark Property is a separate subdivided lot and separate tax parcel from the remainder of the Project Property. Pulte shall prepare at its cost and expense, and submit to Clark for its review and written approval, prior to submission to any governmental agency, the legal description of the Clark Property and all plats, plans, studies, easements, deeds, Proffers and other documents, and all amendments thereto, relating to the boundary line adjustment and/or subdivision of the Clark Property. Clark and Pulte shall cooperate with each other and convey to each other such property as is reasonably necessary to obtain BLA/Subdivision Approval. In the event Pulte has not obtained the BLA/Subdivision Approval within six (6) months after the Effective Date, then Clark shall have the right to pursue such approval and Pulte hereby consents to, and agrees to cooperate with Clark in connection with, such subdivision and boundary line adjustment efforts by Clark. Within ten (10) business days after Pulte's receipt of BLA/Subdivision Approval, Pulte shall deliver written notice of such approval to Clark, together with a copy of any documentation from applicable governmental authorities reflecting such approval, including a copy of the recorded boundary line adjustment documents, subdivision plat and subdivision deed. Promptly upon approval of the BLA/Subdivision Approval and concurrently with its recordation, Pulte and Clark shall record an amendment to this Declaration, which shall be effective retroactively to the date hereof, to revise the legal descriptions attached as Exhibit A and Exhibit B to reflect the new legal descriptions established by the BLA/Subdivision Approval.

2. Signage Plan. Within ninety (90) days after the Effective Date, Clark shall provide Pulte with information regarding signage requirements for the Clark Project. Pulte shall develop a sign plan in conformance with Proffer 17 for, and grant easements to Clark so that Clark may, at Clark's expense, place permanent and temporary signage

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on the Clark Property and Pulte Property during lease-up and operation of any part of the Clark Project. All such signage easements shall be provided at no additional cost to Clark. The parties have agreed that three of the locations for such signs shall be at the intersection of (a) Vaden Drive and Sainstsbury, (b) Route 29 and Vaden Drive and (c) Vaden Drive and Main Street, and Pulte shall cooperate reasonably with Clark to grant future signage easements requested by Clark.

3. Pulte's Work. In addition to all other obligations and covenants of Pulte under this Declaration, Pulte covenants and agrees that it shall commence promptly following the Effective Date, and proceed diligently without interruption (subject to Force Majeure delays permitted in Section 1.11) to complete, and shall complete, the following (collectively, "**Pulte's Work**"), at Pulte's sole cost and expense, except as provided below:

(a) Required Roads. Within twelve (12) months after the Effective Date, Pulte shall design, permit, bond and, for VDOT roads, dedicate to the County and/or VDOT the necessary right of way, and for private roads, grant ingress/egress easements for public access for those roadways in a size and capacity sufficient to serve the Clark Project and that will provide vehicular ingress and egress to and from (i) the Clark Property and Lee Highway, and (ii) to and from the Clark Property and Vaden Bridge in the approximate location shown on Exhibit D-1, together with (iii) those roads required by the Proffers or other governmental requirements off of the Clark Property in order to develop, occupy and operate the Clark Project, including but not limited to Proffer 6a(i), 6a(ii) and 6a (xii) (collectively, the "**Required Roads Phase I**"). The Required Roads Phase I, together with the transportation improvements specified in Proffers 6a(iii), 6a(v), 6a(vi), 6a(vii), 6a(x), 6a(xi), 8a, 8b, 8c, 11 and the Interim Replacement Facilities are herein collectively the "**Required Roads**". At the option of Clark, Pulte shall leave the Interim Replacement Facilities on the Clark Property upon termination of the easement referenced in Section 3.1.1.

(b) Utilities.

(i) Within twelve (12) months after the Effective Date, Pulte shall design, permit, bond and record all wet utilities (to the Clark Property line) and corresponding easements required on the Pulte Property for Clark's development of the Clark Property, including, but not limited to, water, sanitary sewer, and storm sewers and in sufficient capacity to serve the Clark Project ("**Wet Utilities**").

(ii) Pulte shall, within six (6) months after written notice from Clark to Pulte (the "Dry Utility Notice"), (a) cause to be designed the electric, gas, telephone, and cable utilities for the Clark Project (to the Clark Property line) in accordance with the Capacity Specifications (as defined below) to serve the Clark Project (the "**Dry Utilities**") and (b) provide corresponding easements required off of the Clark Property.

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(iii) Clark shall provide Pulte preliminary applicable load information for the Dry Utilities within sixty (60) days after the Effective Date. The Dry Utility Notice shall (a) specify the load specifications reasonably requested by Clark for the Clark Project and (b) attach an acknowledgment by the MEP, with the help if needed from an electrical consultant such as Richter & Associates or Helpcomm, for the Clark Project that such request is reasonable given the planned development on the Clark Project (the "**Capacity Specifications**").

(iv) The Wet Utilities and Dry Utilities are collectively deemed the Utilities.

(c) Stormwater Vaults. Within twelve (12) months after the Effective Date, Pulte shall design, permit, bond and record the stormwater management vaults(s) required for Clark's development of the Clark Property and in sufficient capacity to serve the Clark Project and as required by Proffer 14 ("**Stormwater Vaults**").

(d) Intentionally Omitted.

(e) Grading Plans.

(1) Overall Grading Plan. Pulte shall prepare an intermediate grading plan for the Project Property which plan may be in multiple parts (singularly or collectively the "**Overall Grading Plan**") and use best efforts to ensure that the Overall Grading Plan provides for a fully balanced development, of the Clark Property and Pulte Property. That is, Pulte shall use best efforts to ensure that the total earthwork on the Project Property, and the earthwork for each phase of the Clark Property and Pulte Property, will not require any export of soils material from the Project Property, or any import of soils material to the Project Property. The scope of the Overall Grading Plan shall not include excavating utility trenches, basements, pools and below grade parking garages, but Pulte shall use best efforts to design the Overall Grading Plan so that, with the excavation of such items and the re-spreading of soil material generated by these improvements, a balanced condition is achieved. The Overall Grading Plan shall be prepared by Pulte and delivered to Clark for its review and approval, in accordance with this Section within thirty (30) days after the Effective Date.

(2) Grading Permits and Approvals. Within twelve (12) months after the Effective Date, Pulte shall use commercially reasonable, diligent efforts to obtain all necessary permits and approvals for implementation of the Overall Grading Plan on the Project Property. Including posting all bonds, fees and escrows with the County in order to secure a grading permit

(f) Continuous Access. Pulte shall maintain and provide Clark with (i) continuous construction access to and from the Clark Property from the Effective Date until the date that is eighteen (18) months after the Effective Date, and (iii) continuous vehicular and construction access to and from the Clark Property over final, base paved

Required Roads Phase I and other roads within the Pulte Project from and after the date that is eighteen (18) months after the Effective Date.

(g) Required Roads. Within eighteen (18) months after the Effective Date, Pulte shall construct (through base paving) and place the Required Roads Phase I in service for vehicular use. Pulte shall keep the Required Roads open at all times, from and after opening such roads.

(h) Utilities. Within eighteen (18) months after the Effective Date, Pulte shall construct, bring to the Clark Property line and make available for Clark's use all Wet Utilities. Within twelve (12) months after receiving written notice from Clark requesting Dry Utilities, Pulte shall construct, bring to the Clark Property line and make available for Clark's use all Dry Utilities.

(i) Stormwater Vaults. Within eighteen (18) months after the Effective Date, Pulte shall construct the Stormwater Vaults and make such vaults(s) available for Clark's use.

(j) Performance of Grading Work/Cost Sharing.

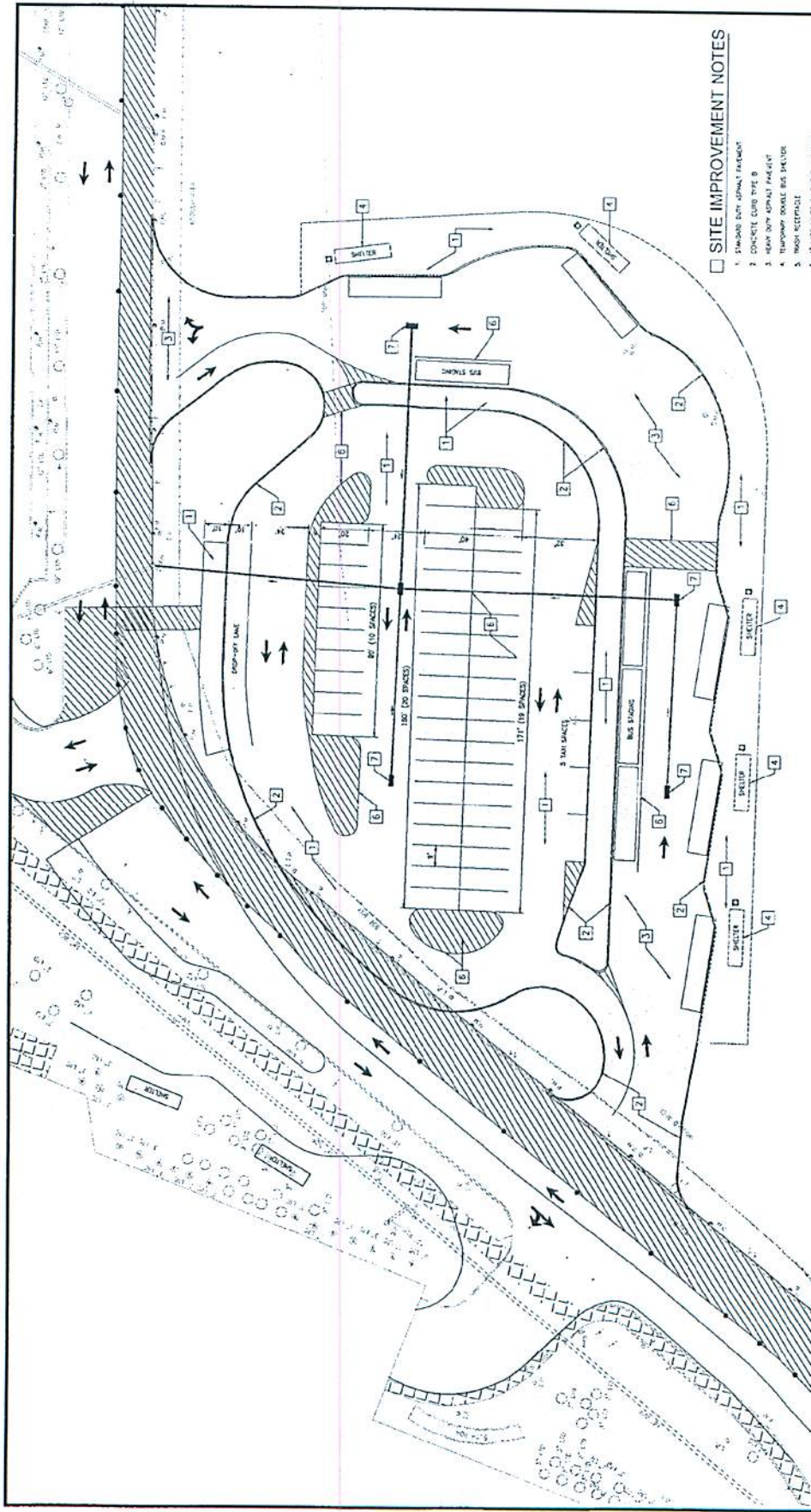
(1) Project Property. Within eighteen (18) months after the Effective Date, Pulte shall permit, bond and perform or cause to be performed all work shown on the Overall Grading Plan on the Project Property (the "**Rough Grading Work**").

(2) Clark Property. Pulte and its agents and contractors shall be permitted access over and across the Clark Property for purposes of performing the Rough Grading Work.

(3) Cost Sharing. Pulte shall incur the actual, reasonable, third party, out-of-pocket costs of the Rough Grading Work for the Project Property (including, without limitation, the cost of stripping, disposing of top soil, blasting to achieve the grades on the Overall Grading Plan, and retaining walls specified in such plans, removing excess or unsuitable soil and/or rock from the Project Property or bringing suitable soil to the Project Property, and the movement and placement of soil material to the grades shown on the Overall Grading Plan). Soil excavation for below grade garages, basements, utility trenches and pools, shall be handled separately and at the sole cost of the party performing such excavation. The parties shall allocate the cost between the parties so that 17.54% is Clark's share ("**Clark's Share of Project Costs**") and 82.46% is Pulte's share ("**Pulte's Share of Project Costs**"). Each party shall promptly pay its share of Rough Grading Work, but shall not be required to pay more often than monthly. Pulte and Clark shall fully cooperate with each other and provide cost information to each other regarding the Rough Grading Work. All Rough Grading Work shall be competitively bid to multiple contractors to minimize cost.

(4) Certain Blasting and Excavation. Notwithstanding the foregoing, Clark shall, at its cost, blast and excavate all utility trenches, basements, below grade garages and its pool pad on the Clark Property, and Pulte shall, at its cost, blast all

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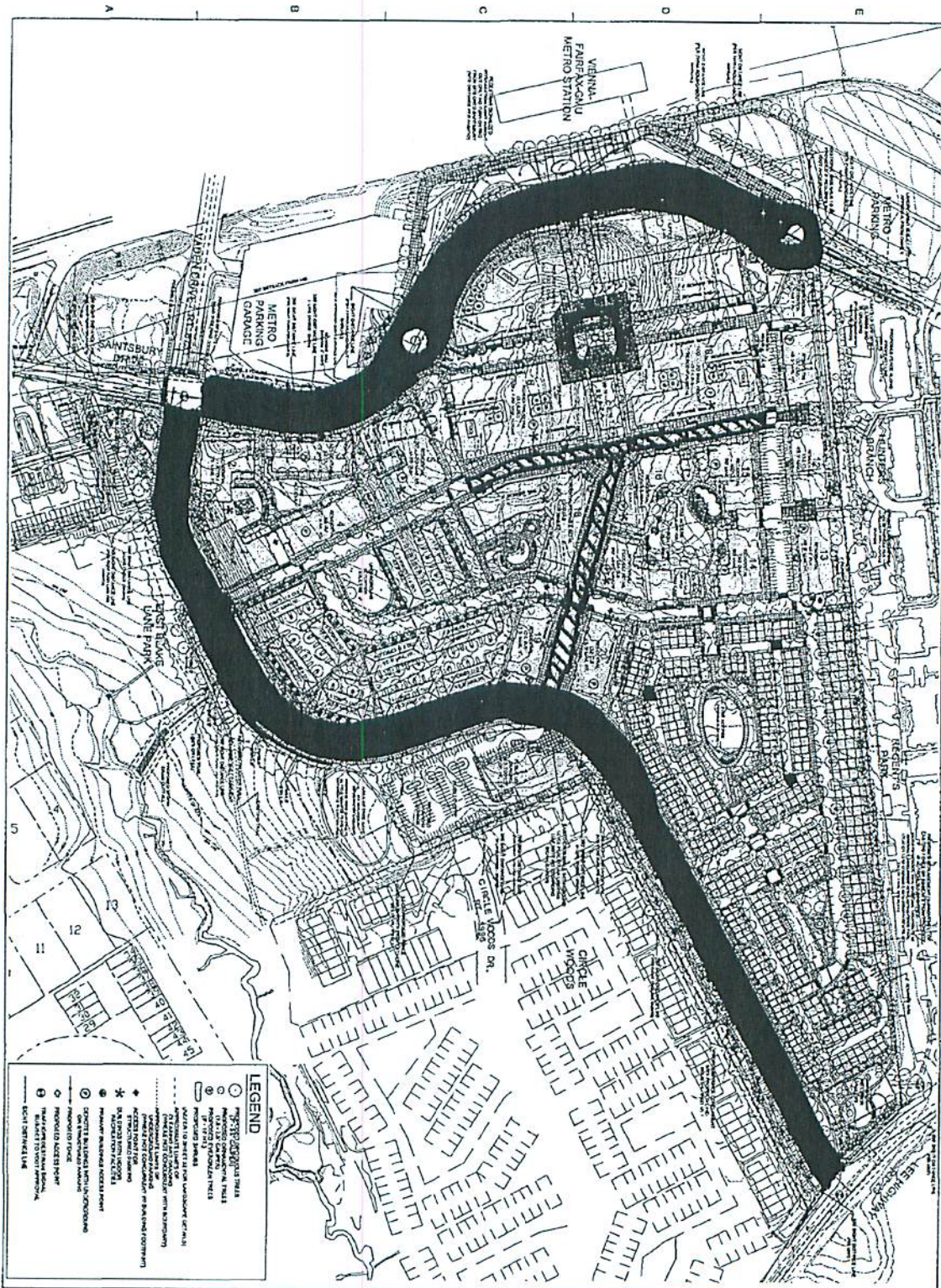



- SITE IMPROVEMENT NOTES**
1. STORM DRY DRAINAGE
 2. CONCRETE CURB TYPE B
 3. HEAVY DUTY ASPHALT PAVEMENT
 4. TEMPORARY DOUBLE BUS SHELTER
 5. TRASH RECEPTACLE
 6. 4" X 6" WHITE PAVEMENT MARKINGS
 7. STORM INLET (CONCEPTUAL LOCATION)

1 SITE PLAN - TEMPORARY LOT
 1"=20'
 0' 10" 20" 40'
 N

DRAWING: _____ DATE: _____ DRAWN: _____ DATE: _____ CHECKED: _____ DATE: _____ APPROVED: _____ DATE: _____		REVISIONS NO. DATE DESCRIPTION	SUBMITTED: _____ DATE: _____ APPROVED: _____ DIRECTOR: _____	AS NOTED: _____ DRAWING NO: K79-LA-011	CONTRACT NO: _____ REVIEW SUBMISSION: May 4, 2036 - 30% VIENNA/FAIRFAX-GMU METROWEST STATION TEMPORARY PARKING PLAN
---	--	-----------------------------------	--	---	--

Exhibit 1



 Private Required Roads
 Publicly Maintained Required Roads

Dewberry
 10000 W. 10th Avenue, Suite 1000
 Denver, CO 80202
 Phone: 303.733.1000
 Fax: 303.733.1001
 www.dewberry.com

VIA
 THE LESSARD ARCHITECTURAL GROUP, INC.
 10000 W. 10th Avenue, Suite 1000
 Denver, CO 80202
 Phone: 303.733.1000
 Fax: 303.733.1001
 www.viaarchitect.com

HEADWAY
 10000 W. 10th Avenue, Suite 1000
 Denver, CO 80202
 Phone: 303.733.1000
 Fax: 303.733.1001
 www.headway.com

PURT, HILL
 10000 W. 10th Avenue, Suite 1000
 Denver, CO 80202
 Phone: 303.733.1000
 Fax: 303.733.1001
 www.purt-hill.com

PULTE/METRO WEST
 CONCEPTUAL/FINAL DEVELOPMENT PLAN
 RZ 2003-PR-022
 PROVIDENCE DISTRICT
 FARMAS COUNTY, WISCONSIN

SHEET NO. 4 OF 23
 DATE: 06/21/06

Exhibit 1

Handwritten scribbles and the number 15.

EXHIBIT F

Interim Replacement Facilities

[To be attached]

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Exhibit 1

EXHIBIT E

Addresses of Parties to Receive Notice

(a) If to Pulte:

Pulte Home Corporation
10600 Arrowhead Drive, Suite 225
Fairfax, VA 22030
Attn: Stan Settle

With a copy to:

Haight, Tramonte, Siciliano, Flask, Yeonas & Roberts, P.C.
8221 Old Courthouse Road, Suite 300
Vienna, Virginia 22182
Attn: Jill J. Roberts, Esq.

(b) If to Clark:

Vienna Metro LLC
c/o Clark Realty Capital, L.L.C.
Two Bethesda Metro Center, Suite 250
Bethesda, Maryland 20814
Attention: Jay Sotos

With a copy to:

Clark Realty Capital, L.L.C.
Two Bethesda Metro Center, Suite 250
Bethesda, Maryland 20814
Attention: David Brody, Esq.

With a copy to:

Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW
Washington, DC 20037
Attention: Lee C. Carter, Esq.

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EXHIBIT D-2

Boundary Line Adjustment Plan

[To be attached]

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D-2

UG

UG

Exhibit 1

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EXHIBIT D-1

Required Roads

[To be attached]

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D-1

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Exhibit 1

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(d) Once the matter is agreed upon by the Parties, each Party shall use reasonable efforts to cooperate with the other Party to implement all actions reasonably necessary to take the actions agreed upon by the Parties with respect to the matter.

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Exhibit 1

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6. Site Damage. During the course of its construction within the Project Property, Clark and Pulte shall take reasonable and customary measures to avoid or minimize damage to adjacent roads, any improvements constructed by the other, including as well as improvements constructed by Clark, sidewalks, driveways and landscaping. Each Party shall repair any damage done to any improvements caused by it or its contractors in a timely manner. Neither Party shall block vehicle traffic after base paving the Required Roads within the Pulte Project.

7. Standards.

(a) All improvements constructed by Pulte, as well as Pulte's construction activities, are to be completed in a workmanlike manner by Pulte at its own cost and expense, except as provided above in this Exhibit D, and are to conform to all applicable laws, codes, ordinances, regulations, covenants, Clark's approved construction plans and budgets, and all applicable building permits.

(b) Clark shall have the right to connect to all roads, stormwater pipes, sanitary sewer pipes, and other utilities constructed by or on behalf of Pulte in the Pulte Project to service the Clark Property. Moreover, subject to County approval, the parties agree and consent to Clark developing a vehicular road connection between the private roads on the Clark Property and the Main Street as shown on the Proffers on the Pulte Property.

(c) Roadways placed into service shall remain open for traffic and in service at all times and shall be maintained by Pulte in good condition and clear of debris.

8. Decision Making Process. Notwithstanding anything to the contrary herein, Clark and Pulte shall consult with each other with respect to Pulte's Work, as follows:

(a) All requests for approvals by a Party under this Declaration relating to Pulte's Work shall be submitted in duplicate, and all approvals or disapprovals shall be in writing. Each Party shall approve or disapprove requests for approvals within ten (10) business days of receipt, subject to reasonable extensions. If no approval or disapproval is communicated within said ten (10) business days, requests are to be deemed approved. Reasons will be stated for any disapprovals.

(b) Once an approval is granted or deemed granted by Clark or Pulte, the Party who received such approval shall not vary in any material respect from that approval without the prior written consent of the approving party, which consent will not be unreasonably withheld, conditioned or delayed.

(c) If a matter is disapproved, the Parties shall use reasonable efforts to agree on the applicable matter as expeditiously as possible.

utility trenches, basements, below grade garages and pools on the Project Property (excluding the Clark Property), and such cost shall not be shared by the parties.

(k) Plans, Specifications, Budget and Schedule. For each phase of Pulte's obligations of the Post Closing Obligations (including, without limitation, the Rough Grading Work and Utilities), Pulte shall, prior to commencing any work, submit to Clark for its written approval the relevant development and concept plans, plans and specifications, engineering designs and plans, bids submitted by third party contractors and suppliers, completion schedule for such work, and detailed line-item budgets therefore. Pulte shall also submit to Clark for its prior written approval, any changes to any of the foregoing submissions. The approved schedule is referred to herein as the "**Schedule**" and the approved budget is referred to herein as the "**Budget**." Pulte shall perform all work under this Exhibit D in accordance with the approved plans, specifications, Budget and Schedule, subject to Force Majeure delays permitted in the Declaration. All work shall be competitively bid to multiple contractors to minimize cost.

4. Cost Sharing for Pulte's Work.

(a) Clark's Share of Project Costs. In addition to the cost sharing for the Rough Grading Work, Clark will reimburse Pulte, as provided herein, for Clark's pro rata share of the actual, reasonable third party costs for that part of Pulte's Work arising out of construction of the Required Roads, trunk Utility lines, and Stormwater Vaults, provided all of the foregoing work has been performed strictly in accordance with the plans, specifications and budget(s), and performed by the contractors, approved by Clark. Clark shall pay Clark's Share of the Project Cost, (i.e., 17.54%) multiplied by the cost of the applicable work, as reflected by the invoices, contracts, completion certificates from contractors and civil engineers, lien releases and other evidence of Pulte's documented direct, out-of-pocket, third-party costs of the applicable work, as may be reasonably requested by Clark.

(b) Request for Payment. Prior to demanding any payments for Clark's Share of Project Costs as provided above, Pulte shall submit to Clark a written request for payment certifying that all provisions of this Exhibit D relating to Pulte's Work have been fully satisfied with respect to the work performed and shall include with such request all invoices, contracts, completion certificates from contractors and civil engineers, lien releases for all work performed, assignments of claims and warranties relating to the work evidencing that Clark is a third party beneficiary of contracts and warranties, and other evidence of Pulte's documented direct, out-of-pocket, third-party costs, as may be reasonably requested by Clark.

(c) Inspection. Clark shall have a right to inspect Pulte's Work with Pulte before Pulte shall be entitled to payment for any portion of Pulte's Work. Pulte shall diligently and promptly perform any punch-list work reasonably required by Clark after such inspection.

5. Intentionally Deleted

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Exhibit 1

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