

Original: March 3, 2014

Mayfair Proffer Statement

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

RZ#14-01; RZ#14-02

Owner/Applicant: Brookfield Autumn Hill, L.L.C. (“Brookfield Autumn Hill”) and Brookfield Washington, L.L.C. (“Brookfield Washington”) (collectively “Owner”)

Project Name: Mayfair (formerly known as Autumn Hill)

Concept Development Plan: “Mayfair Rezoning” prepared by Bowman Consulting and dated February 5, 2014, (the “CDP”)

Property: A 19.01 acre +/- portion of Loudoun County PIN 487-36-5498 (“Brookfield Autumn Hill Property”) and Loudoun County PIN 487-47-4375 (“Brookfield Washington Property”) depicted for development as the Mayfair community per the CDP (collectively the “Property”)

Date: March 3, 2014, April 14, 2014

Owner, on behalf of itself, its successors in interest and assigns, hereby voluntarily proffers and agrees that the development of the Property 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 of Purcellville, Virginia (the "Town"). These Proffers are voluntarily tendered by Owner.

All buffers on the Property shall be installed as prescribed herein and in conformance with the Proffer Amendment Statement to ZMAP 1990-0019 accepted by the Town on December 23, 2013. With the acceptance by the Town, this Mayfair Proffer Statement restates, reaffirms and ratifies the Proffer Amendment Statement to ZMAP 1990-0019.

1. General Development Requirements

(a) The Brookfield Autumn Hill Property shall be developed in accordance with all requirements for M-1 development and in substantial conformance with the CDP, which is attached hereto and made a part hereof as **Exhibit A**. The Brookfield Washington Property shall be developed in accordance with all requirements for R-8 development and in substantial conformation 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 Brookfield Washington Property to no more than 32 single family detached dwelling units and townhouse units.

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

2. Open Space and Recreation Requirements

(a) Owner shall provide passive recreation areas on the Brookfield Washington 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. All passive recreation areas and the storm water management facility shall be owned and maintained by the homeowners association for the residential development of Mayfair on the remaining 52 +/- acres of Loudoun County PIN 487-36-5498 and on the Brookfield Washington Property (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 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 on the Brookfield Washington Property will be owned by the Mayfair HOA and maintained by the Mayfair HOA.

(d) Owner shall notify prospective homeowners on the Brookfield Washington Property 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 all roads as depicted on the CDP.

(b) 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.

(c) 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 for each residential 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 Brookfield Washington Property.

4. Water & Sewer

(a) Owner shall pay all costs incurred by a consultant of the Town's choice to obtain and complete a water and sewer flow modeling analysis required for the extension and development of the water supply and distribution systems and infrastructure and wastewater system infrastructure for the Property.

(b) Owner shall utilize Town water and sewer service for the light industrial park on the Brookfield Autumn Hill Property and for the 32 residential units on the Brookfield Washington

Property on the terms and conditions set forth in the Water and Sewer Agreement between Brookfield Autumn Hill, L.L.C. 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.

(c) Availability and Metering Fees shall be paid at the rate in effect on September 1, 2013.

5. Homeowners’ Association

(a) Owner has agreed to establish the Mayfair HOA for the Mayfair development on the adjoining property and agrees to place the Brookfield Washington Property under the Mayfair HOA declaration of conditions, covenants, restrictions and easements for the purpose of (i) protecting the value and desirability of the Brookfield Washington 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 Brookfield Washington Property to no more than 32 residential units. The declaration shall be recorded simultaneously with the first subdivision record plat and shall attach to the Brookfield Washington 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 Brookfield Washington 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.

(d) Owner shall also establish a property owners’ association and encumber the Brookfield Autumn Hill Property with a declaration of conditions, covenants, restrictions and easements for the purpose of (i) promoting the development of a light industrial park; (ii) protecting the value and desirability of the Brookfield Autumn Hill Property; (iii) facilitating the planning and development of development on the Brookfield Autumn Hill Property in a unified and consistent manner so that it is harmonious with the adjoining community; and (iv) providing for the installation, maintenance and repair for all landscaping, on-site amenities, open space, and other common areas. The declaration shall be recorded simultaneously with the first subdivision record plat and shall attach to the Brookfield Autumn Hill Property and run with the land.

(i) Owner shall prepare the necessary to documentation to form the property owners’ association for the Brookfield Autumn Hill Property and shall establish the property owners’ association prior to approval of the first zoning permit for a light industrial park on the Brookfield Autumn Hill Property. The property owners’

association documents will be submitted to the Town for review and approval. The property owners' association shall eventually be managed by the property owners.

6. Buffers and Plantings

(a) Buffers shall be installed with or before the construction of the light industrial park and/or 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 Brookfield Washington 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.

7. 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 these Proffers, that it has full authority to bind the Property to these conditions, and that these Proffers are entered into voluntarily.

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

[signatures on following page]

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

By: Ismael

Name: Kimberly Mackinn

Title: manager

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

By: [Signature]

Name: JAMES T. DEVINE JR

Title: VP.